

CALL NO. 114

CONTRACT ID. 251023

VARIOUS COUNTIES

FED/STATE PROJECT NUMBER SPR 0020(043)

DESCRIPTION VARIOUS STATEWIDE LOCATIONS

WORK TYPE TRAFFIC COUNTING INDUCTANCE LOOPS

PRIMARY COMPLETION DATE 5/15/2026

LETTING DATE: August 21,2025

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

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

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PART I SCOPE OF WORK

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ADMINISTRATIVE DISTRICT - 10

CONTRACT ID - 251023 SPR 0020(043) COUNTY - VARIOUS

PCN - DE1210VAR2523 SPR 0020(043)

VARIOUS STATEWIDE LOCATIONS INSTALL TRAFFIC COUNTING LOOPS AT VARIOUS LOCATIONS STATEWIDETRAFFIC COUNTING INDUCTANCE LOOPS
GEOGRAPHIC COORDINATES LATITUDE 37:35:22.00 LONGITUDE 84:48:12.00
ADT

COMPLETION DATE(S):

COMPLETED BY 05/15/2026

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

INSURANCE

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

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the

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

BOYCOTT PROVISIONS

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

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

LOBBYING PROHIBITIONS

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

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

Revised: 1/1/2025

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

05/05/2025

1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

2.0 - BUILD AMERICA, BUY AMERICA (BABA)

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

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

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

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

05/05/2025

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

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

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

4.0 - ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

05/05/2025

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

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

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

VARIOUS COUNTIES SPR 0020(043)

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.

VARIOUS COUNTIES SPR 0020(043)

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

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

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

Revised: 2/29/2024

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

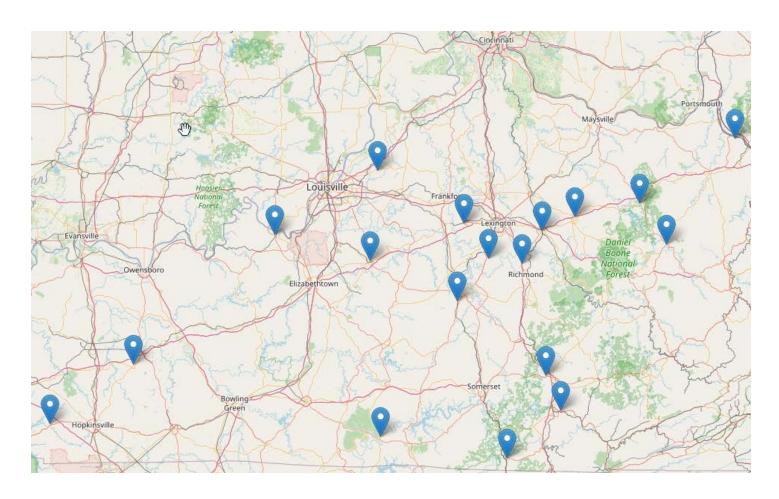
(REV 12-17-15) (1-16)

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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



COUNTY: VARIOUS COUNTIES

ITEM NUMBER: N/A

PROJECT NUMBER: FD 52 Various Routes

CONSTRUCTION NUMBER: SPR 0020(043)

LETTING DATE: <u>AUGUST 21, 2025</u>

RECOMMENDED BY: DATE:

Project Manager

PLAN APPROVED BY: DATE:

State Highway Engineer

FHWA APPROVED BY: DATE:

TRAFFIC COUNTING LOOPS VARIOUS COUNTIES GENERAL SUMMARY

ITEM NUMBER	ITEM	NOTE	QUANTITY	UNIT
2569	DEMOBILIZATION		1	LS
2650	MAINTAIN AND CONTROL TRAFFIC		1	LS
4793	CONDUIT 1 1/4 INCH		1,100	LF
4795	CONDUIT 2 INCH		375	LF
4811	ELECTRICAL JUNCTION BOX TYPE B		22	EACH
4820	TRENCHING AND BACKFILLING		1,385	LF
4829	PIEZOELECTRIC SENSOR		84	EACH
4830	LOOP WIRE		22,900	LF
4871	POLE-35' WOODEN		18	EACH
4895	LOOP SAW SLOT AND FILL		4,295	LF
4899	ELECTRICAL SERVICE		18	EACH
4960	REMOVE AND REPLACE SIDEWALK		4	SQYD
20391NS835	ELECTRICAL JUNCTION BOX TYPE A		18	EACH
21543EN	BORE AND JACK CONDUIT-2 INCH		90	LF

NOTES APPLICABLE TO PROJECT TRAFFIC COUNTING LOOPS VARIOUS COUNTIES

- 1. The contractor is to be advised that low wires and underground utilities may exist.

 These and all utilities should be avoided on this project. If any utility is impacted, it will be the contractor's responsibility to contact the affected utility and cover any costs associated with the impact.
- 2. Any roadway signs that are damaged during construction are to be replaced at the contractor's expense.
- 3. Any light poles damaged during construction are to be replaced at the contractor's expense.
- 4. **CAUTION:** Underground utilities are present in areas where construction will occur with this project. The contractor must call Kentucky One Call (1-800-752-6007 to reach KY 811) before any construction activity begins. See Special Note for Before You Dig for more details.

TRAFFIC CONTROL PLAN VARIOUS COUNTIES TRAFFIC COUNTING LOOPS

TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the Standard Specifications and the Standard Drawings, current editions. All items of work necessary to maintain and control traffic including, but not limited to, traffic control devices, temporary signing, temporary striping, and lane and shoulder closures, will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings.

Contrary to Section 106.01, traffic control devices used on this project may be new or used in like new condition at the beginning of the work and maintained in like new condition until completion of the work. Traffic control devices will conform to the current MUTCD.

Night work is permitted on this project. Obtain approval from the Engineer for the method of lighting prior to its use.

PROJECT PHASING & CONSTRUCTION PROCEDURES

No lane closures will be permitted during the winter shutdown period or on the following days:

August 29, 2025 – September 01, 2025 Labor Day Weekend November 26, 2025 – November 30, 2025 Thanksgiving Weekend

Additional dates with no work or no lane closures permitted may be specified by the Engineer.

NOTE: Other projects may be occurring in the area at the same time. Coordination with area projects shall be maintained to minimize disruption to the travelling public.

During the days and hours when a lane closure is allowed, implement the following procedures: Maintain traffic as specified in Standard Drawings.

The contractor must notify the Engineer at least fourteen (14) days prior to beginning construction in either direction.

VARIOUS COUNTIES SPR 0020(043) Contract ID: 251023 Page 23 of 143

Traffic Control Plan Various Counties Page 2 of 2

CONSTRUCTION PHASING - TWO LANE ROADWAYS

PHASE IA

Close one lane of traffic as shown in KYTC Standard drawing TTC-100 (Lane Closure Two-Lane Highway). Perform all work required to construct the data acquisition stations in the closed driving lane and adjacent shoulder.

PHASE IB

Reopen the lane previously constructed in Phase IA and close the remaining lane to traffic as shown in KYTC Standard drawing TTC-100 (Lane Closure Two-Lane Highway). Perform all work required to construct the data acquisition stations in the closed driving lane and adjacent shoulder.

CONSTRUCTION PHASING - MULTI-LANE ROADWAYS

PHASE I

Close the inside driving lanes and shoulder to traffic as shown in KYTC Standard drawing TTC-115 (Lane Closure Multi-Lane Highway Case I). Perform all work required to construct the data acquisition stations in the inside driving lanes and shoulder.

PHASE II

Reopen the inside driving lanes and shoulder to traffic and close the outside driving lanes and shoulder as shown in KYTC Standard drawing TTC-115 (Lane Closure Multi-Lane Highway Case I). Perform all work required to construct the data acquisition stations in the outside driving lanes and shoulder.

LANE/SHOULDER CLOSURES

Limit the lengths of lane and shoulder closures to only that needed for actual operations in accordance with the phasing specified herein, or as directed by the Engineer. Any deviation from this scheme shall be approved by the Engineer. Contrary to section 112, lane and shoulder closures will **NOT** be measured for payment but are considered incidental to "Maintain and Control Traffic," lump sum.

COORDINATION OF WORK

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project, and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

REFERENCES

- 1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Current Edition.
- 2. FHWA Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
- 3. Kentucky Department of Highways Standard Drawings, current editions, as applicable:

TTC-100	Lane Closure Two-Lane Highway
TTC-115	Lane Closure Multi-Lane Highway Case I
TTC-135	Shoulder Closure

4. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Current Edition - Supplemental Specifications, as applicable:

Special Note Portable Changeable Message Signs

Special Note Before You Dig

Special Note Materials, Installation, and Bid Items for Permanent Traffic Data Acquisition

Stations

SPECIAL NOTE FOR BEFORE YOU DIG

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

BOYLE CO. KY 37 m.p. 15.89 ~LAT/LONG N 37.58959, W 84.80344 STATION DO9

SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 5'X5' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5.5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1) $1^{\prime}/_4$ " CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

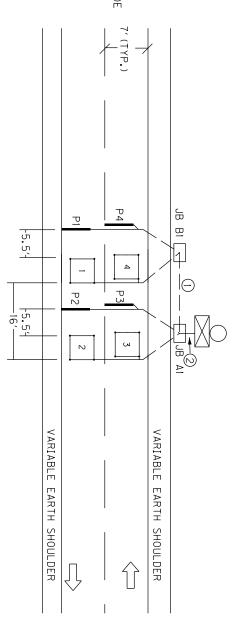
INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1) AND ONE (1) TYPE B JUNCTION BOX (JB B1).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY THE CABINET OF PLANNING AND INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

CODED NOTES:

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (1) 2" CONDUIT.



Permanent Traffic Data Acquisition Station Estimate Of Quantities

Revised January 2023

PERMANENT TRAFFIC DATA ACQUISITION STATIONS ESTIMATE OF QUANTITIES

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	180
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

CHRISTIAN CO. KY 117 ~m.p. 0.67 ~LAT/LONG N 36.69748, W 87.46527 STATION 251

SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1) $1^{\prime}/_4$ " CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1) AND ONE TYPE B JUNCTION BOX (JB B1).

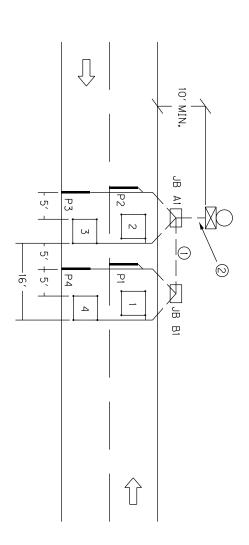
INSTALL ONE (1) 35' WOOD POLE WITH ONE (1) ELECTRIC SERVICE.

INSTALL POLE MOUNT CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

CODED NOTES:

- () INSTALL ONE (1) 11/4" CONDUIT.
- 2 INSTALL ONE (1) 2" CONDUIT.

VARIOUS COUNTIES SPR 0020(043)



Permanent Traffic Data Acquisition Station Estimate Of Quantities

Revised January 2023

PERMANENT TRAFFIC DATA ACQUISITION STATIONS ESTIMATE OF QUANTITIES

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	180
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

CLARK CO. US 60 ~m.p. 7.34 ~LAT/LONG N 37.99958, W 84.17382 STATION A04



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1) 1/4" CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL TWO (2) TYPE B JUNCTION BOXES (JB B1, B2)

INSTALL ONE (1) 35' WOOD POLE WITH ONE (1) ELECTRIC SERVICE. POLE SHALL BE CUT OFF AT THE TOP TO STAY 10' BELOW THE POWER LINES.

INSTALL POLE MOUNT CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

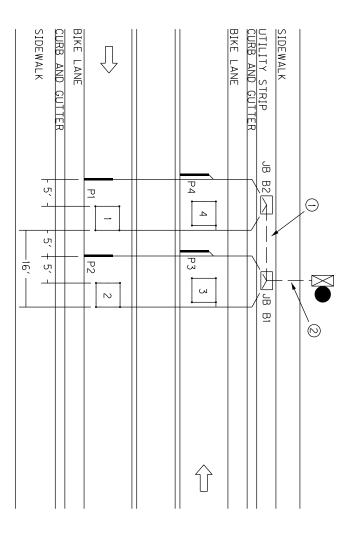
REMOVE AND REPLACE ONE (1) SECTION OF SIDEWALK TO ROUTE 2 RIGID CONDUIT TO THE CABINET AS SHOWN.

CODED NOTES:

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (I) 2" CONDUIT.

VARIOUS COUNTIES

SPR 0020(043)



Permanent Traffic Data Acquisition Station Estimate Of Quantities

Revised January 2023

PERMANENT TRAFFIC DATA ACQUISITION STATIONS ESTIMATE OF QUANTITIES

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	2
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	240
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	2
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

CUMBERLAND CO. KY 61 ~m.p. 13.555 ~LAT/LONG N 36.79104, W 85.36973 STATION A27



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1) $^{1}/_{4}$ " CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1) AND ONE (1) TYPE B JUNCTION BOX (JB B1).

INSTALL ONE (1) 35' WOOD POLE WITH ONE (1) ELECTRIC SERVICE. POLE SHALL BE CUT OFF AT THE TOP TO STAY 10' BELOW THE POWER LINES.

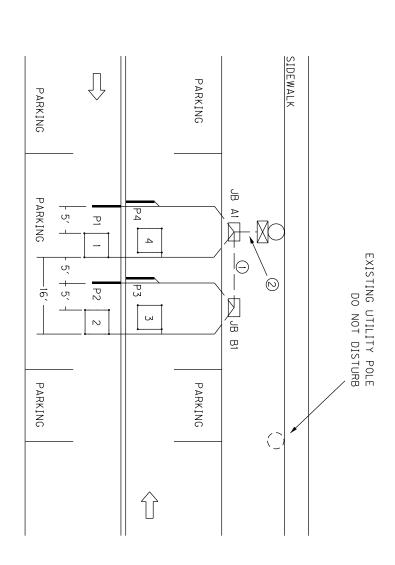
INSTALL POLE MOUNT CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

CODED NOTES:

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (I) 2" CONDUIT.

VARIOUS COUNTIES

SPR 0020(043)



POST OFFICE

Permanent Traffic Data Acquisition Station Estimate Of Quantities

Revised January 2023

PERMANENT TRAFFIC DATA ACQUISITION STATIONS ESTIMATE OF QUANTITIES

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	2
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	1200
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	230
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

GREENUP CO. KY 693 m.p. 1.49 ~LAT/LONG N38.52978, W82.74863 STATION E85

SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 5'X5' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5.5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1) $1^{\prime}/_4$ " conduit from each saw slot to nearest junction box.

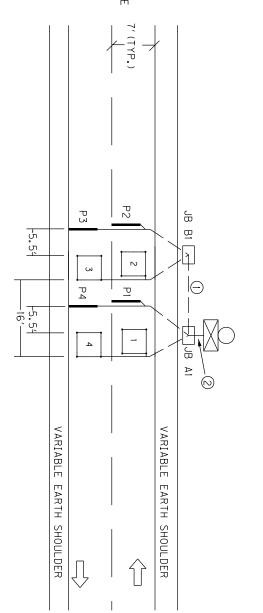
INSTALL ONE (1) TYPE A JUNCTION BOX (JB AI) AND ONE (1) TYPE B JUNCTION BOX (JB BI).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

CODED NOTES:

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (1) 2" CONDUIT.



Permanent Traffic Data Acquisition Station Estimate Of Quantities

Revised January 2023

PERMANENT TRAFFIC DATA ACQUISITION STATIONS ESTIMATE OF QUANTITIES

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 ¼ INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	180
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

JESSAMINE CO. KY 3374 m.p. 0.83 ~LAT/LONG N 37.83614, W 84.5760 STATION 271



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 5'X5' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5.5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2'OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4'OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1)1 $^{\prime\prime}$ CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

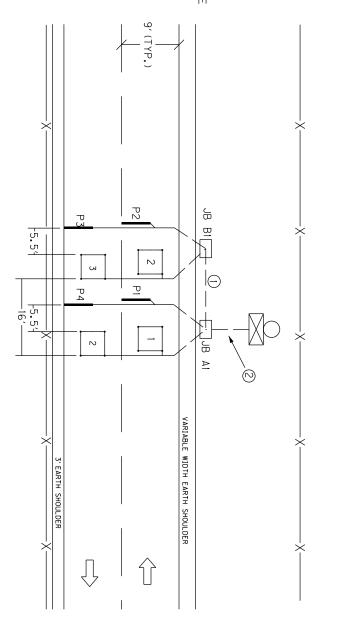
INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1) AND ONE (1) TYPE B JUNCTION BOX (JB B1).

INSTALL ONE (1) 35' WOOD POLE WITH ONE (1) ELECTRIC SERVICE ATTACHED.

INSTALL MODEL 336 CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

CODED NOTES:

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (1) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	175
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

KNOX CO. KY 830 m.p. 4.64 ~LAT/LONG N 36.94391, W 84.03952 STATION 782



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN, PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5'FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2'OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4'OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

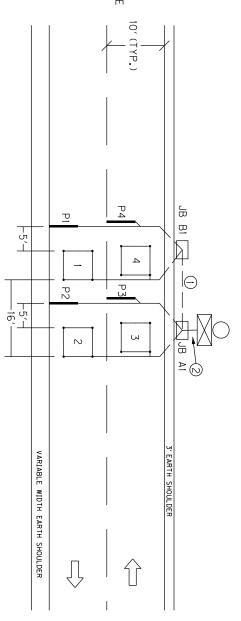
INSTALL ONE (1) 1/4" CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1) AND ONE (1) TYPE B JUNCTION BOX (JB B1).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

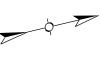
- () INSTALL ONE (1) 11/4" CONDUIT.
- ② INSTALL ONE (1) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	175
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

LAUREL CO. KY 1956 m.p. 9.13 ~LAT/LONG N 37.15176, W 84.15143 STATION 759



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN, PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

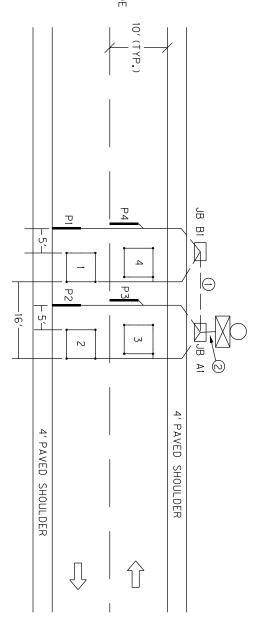
INSTALL ONE (1) $1^{1}/4^{\circ}$ conduit from each saw slot to nearest junction box.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB AI) AND ONE (1) TYPE B JUNCTION BOX (JB BI).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (1) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	180
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

MADISON CO. KY 2878 m.p. 0.37 ~LAT/LONG N 37.80428, W 84.32381 STATION 810



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SOUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN, PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

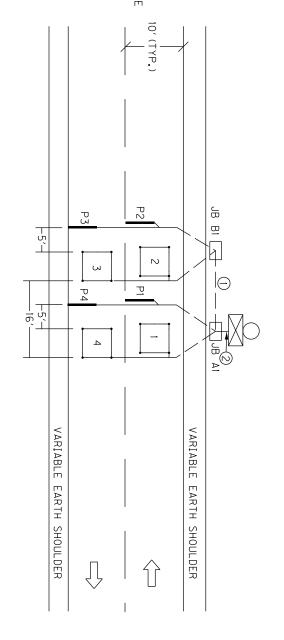
INSTALL ONE (1) $1^{\prime}/_4$ " CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB AI) AND ONE (1) TYPE B JUNCTION BOX (JB BI).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

- () INSTALL ONE (1) 11/4" CONDUIT.
- ② INSTALL ONE (1) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	180
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

McCREARY CO. KY 2792 m.p. 0.12 ~LAT/LONG N 36.66331, W 84.43790 STATION 294



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5'FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2'OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

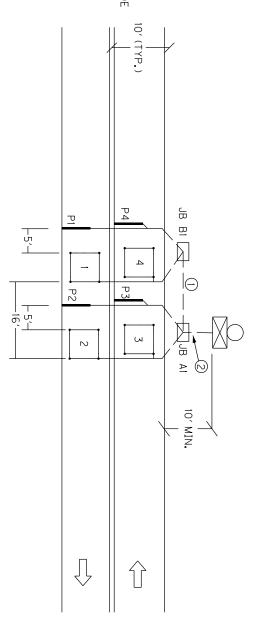
INSTALL ONE (1) $^{1}/_{4}$ " conduit from each saw slot to nearest junction box.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1) AND ONE (1) TYPE B JUNCTION BOX (JB B1).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (1) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	180
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

MEADE CO. KY 313 ~m.p. 14.283 ~LAT/LONG N 37.97497, W 86.14897 STATION 336



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1)1 $^{\prime\prime}_4$ " CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

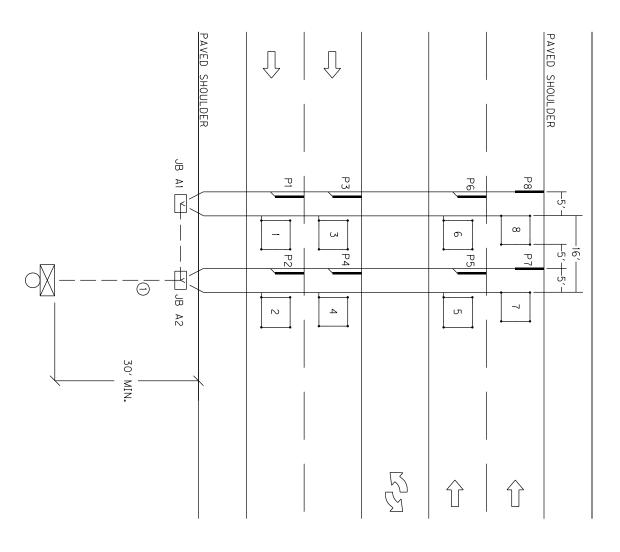
INSTALL TWO (2) TYPE A JUNCTION BOXES (JB AI, A2)

INSTALL ONE (1) 35' WOOD POLE WITH ONE (1) ELECTRIC SERVICE

INSTALL POLE MOUNT CABINET (PROVIDED BY DIVISION OF PLANNING) ON NEWLY INSTALLED POLE.

CODED NOTES:

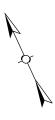
() INSTALL ONE (I) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	40
4795	CONDUIT 2 INCH	LIN FT	50
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	
4820	TRENCHING AND BACKFILLING	LIN FT	85
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	8
4830	LOOP WIRE	LIN FT	3000
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	520
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	2
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

MONTGOMERY CO. KY 1991 ~m.p. 1.20 ~LAT/LONG N 38.07877, W 83.93343 STATION AO8



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 5'X5' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5.5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

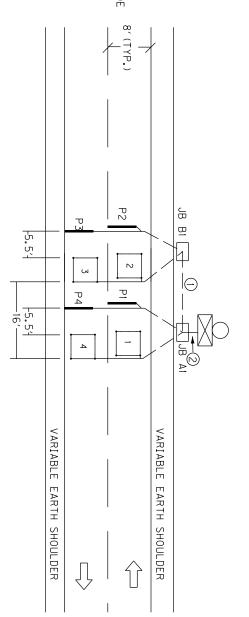
INSTALL ONE (1) $1^{\prime}/_4$ " CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (I) TYPE A JUNCTION BOX (JB AI) AND ONE (I) TYPE B JUNCTION BOX (JB BI).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (1) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	175
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

MORGAN CO. US 460 ~m.p. 17.09 ~LAT/LONG N 37.91910, W 83.26052 STATION A17



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1) $^{1}/_{4}$ " CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1) AND ONE (1) TYPE B JUNCTION BOX (JB B1).

INSTALL ONE (1) 35' WOOD POLE WITH ONE (1) ELECTRIC SERVICE. POLE SHALL BE CUT OFF AT THE TOP TO STAY 10' BELOW THE POWER LINES.

INSTALL POLE MOUNT CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

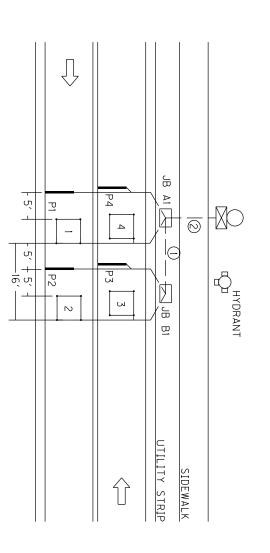
REMOVE AND REPLACE ONE (1) SECTION OF SIDEWALK TO ROUTE 2'CONDUIT TO POLE MOUNT CABINET.

CODED NOTES:

- (I) INSTALL ONE (I) 11/4" CONDUIT.
- (2) INSTALL ONE (I) 2" CONDUIT.

VARIOUS COUNTIES

SPR 0020(043)



Contract ID: 251023 SPR 0020(043) Page 51 of 143

Permanent Traffic Data Acquisition Station Estimate Of Quantities

Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	2
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	1100
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	200
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	2
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

MUHLENBERG CO. KY 181 m.p. 12.59 ~LAT/LONG N 37.21748, W 87.19086 STATION 549

1

SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5'FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2'OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

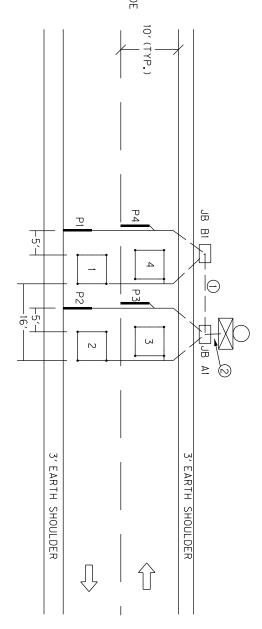
INSTALL ONE (1) $1^{1}/_{4}$ " CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB AI) AND ONE (1) TYPE B JUNCTION BOX (JB BI).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY THE DIVISION OF PLANNING AND INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (1) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 ¼ INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	180
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

NELSON CO. KY 245 ~m.p. 2.54 ~LAT/LONG N 37.82286, W 85.44850 STATION BO6



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1)1 $^{\prime\prime}$ 4" CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

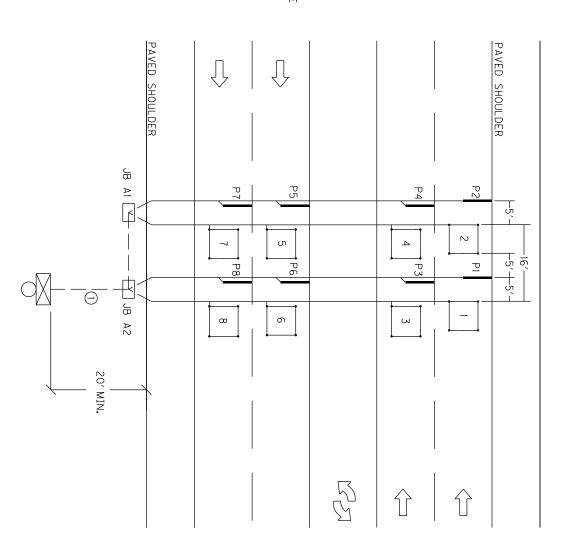
INSTALL TWO (2) TYPE A JUNCTION BOXES (JB A1, A2)

INSTALL ONE (1) 35' WOOD POLE WITH ONE (1) ELECTRIC SERVICE

INSTALL POLE MOUNT CABINET (PROVIDED BY DIVISION OF PLANNING) ON NEWLY INSTALLED POLE.

CODED NOTES:

() INSTALL ONE (I) 2" CONDUIT.



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Permanent Traffic Data Acquisition Station Estimate Of Quantities

Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	40
4795	CONDUIT 2 INCH	LIN FT	40
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	
4820	TRENCHING AND BACKFILLING	LIN FT	75
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	8
4830	LOOP WIRE	LIN FT	2900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	520
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	2
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

OLDHAM CO. KY 393 m.p. 2.15 ~LAT/LONG N 38.34566, W 85.39037 STATION 277



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

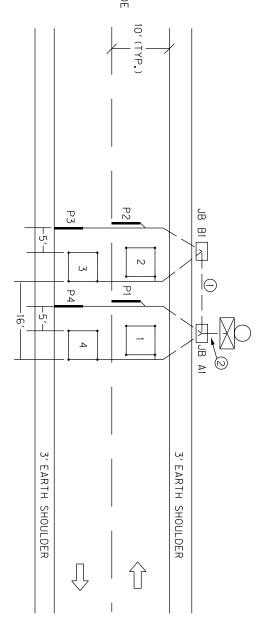
INSTALL ONE (1) $1^{\prime}/_4$ " conduit from each saw slot to nearest junction box.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1) AND ONE (1) TYPE B JUNCTION BOX (JB B1).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY DIVISION OF PLANNING AND INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

- () INSTALL ONE (1) 11/4" CONDUIT.
- ② INSTALL ONE (1) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 1/4 INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	180
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

ROWAN CO. KY 2342 m.p. 0.18 ~LAT/LONG N 38.15575, W 83.45589 STATION BO6



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN, PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5'FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET. A MINIMUM OF 2'OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 4'OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE THE CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

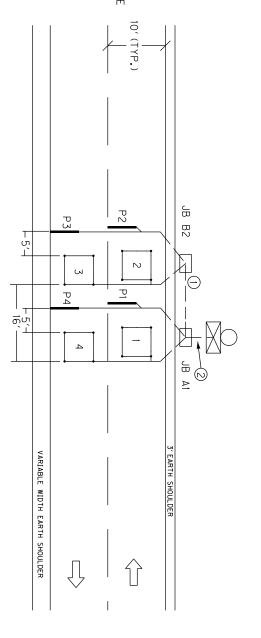
INSTALL ONE (1) $1^{\prime}/_4$ " CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB AI) AND ONE (1) TYPE B JUNCTION BOX (JB BI).

INSTALL ONE (1) 35' WOOD POLE (HEIGHT MAY NEED TO BE ALTERED IN THE FIELD) WITH ONE (1) ELECTRIC SERVICE.

INSTALL MODEL 336 CABINET (PROVIDED BY DIVISION OF PLANNING AND IS INCIDENTAL TO THE ELECTRICAL SERVICE) ON NEWLY INSTALLED POLE.

- () INSTALL ONE (1) 11/4" CONDUIT.
- (2) INSTALL ONE (1) 2" CONDUIT.



Revised January 2023

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 ¼ INCH	LIN FT	60
4795	CONDUIT 2 INCH	LIN FT	15
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LIN FT	70
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	4
4830	LOOP WIRE	LIN FT	900
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	180
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	1
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

WOODFORD CO. KY 2113 ~m.p. 1.56 ~LAT/LONG N 38.03867, W 84.74727 STATION C12



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET AND A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED AND LABELED INSIDE EACH JUNCTION BOX AND A MINIMUM OF 5' OF WIRE IN THE CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

INSTALL ONE (1) $1^1/4^*$ conduit from each saw slot to each respective junction box as shown.

JB B4) AND TWO (2) TYPE A JUNCTION BOXES (JB B1, JB B2, JB B3, JB B4) AND TWO (2) TYPE A JUNCTION BOXES (JB A1 AND JB A2).

INSTALL ONE (1) 35' WOOD POLE WITH ONE (1) ELECTRICAL SERVICE ATTACHED.

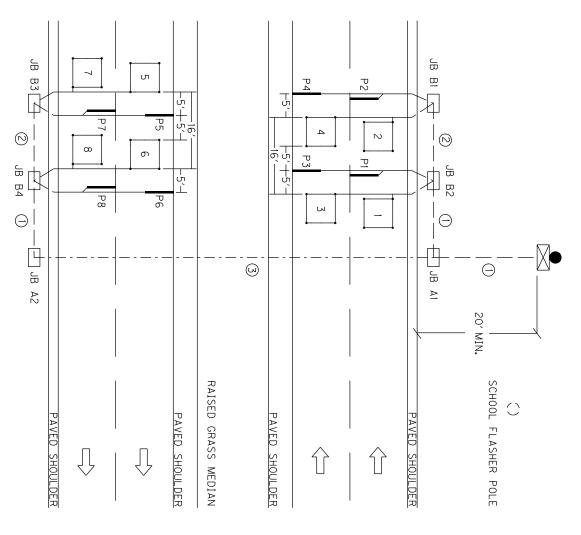
INSTALL POLE MOUNT CABINET (PROVIDED BY DIVISION OF PLANNING) AND TIE IN ELECTRICAL SERVICE TO THE CABINET.

CODED NOTE:

- () INSTALL ONE (1) 2" RIGID CONDUIT.
- (2) INSTALL ONE (1) 11/4" RIGID CONDUIT.
- 3 BORE ONE (1) 2" RIGID CONDUIT UNDER THE ROADWAY.

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SCHOOL FLASHER POLE

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Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 ¼ INCH	LIN FT	120
4795	CONDUIT 2 INCH	LIN FT	60
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	4
4820	TRENCHING AND BACKFILLING	LIN FT	175
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	8
4830	LOOP WIRE	LIN FT	3000
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	1
4895	LOOP SAW SLOT AND FILL	LIN FT	440
4899	ELECTRICAL SERVICE	EACH	1
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	
20360ES818	WOOD POST	EACH	
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	2
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	90
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

Revised January 2023

MATERIAL, INSTALLATION, AND BID ITEM NOTES FOR PERMANENT TRAFFIC DATA ACQUISITION STATIONS

1. DESCRIPTION

Except as specified in these notes, all work shall consist of furnishing and installing all materials necessary for permanent data acquisition station equipment installation(s) and shall be performed in accordance with the current editions of:

- The Contract
- Division of Planning Standard Detail Sheets
- Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction
- Kentucky Transportation Cabinet, Department of Highways, Standard Drawings
- National Fire Protection Association (NFPA) 70: National Electrical Code
- Institute of Electrical and Electronic Engineers (IEEE), National Electrical Safety Code
- Federal Highway Administration, Manual on Uniform Traffic Control Devices
- American Association of State Highway and Transportation Officials (AASHTO), *Roadside Design Guide*.
- Standards of the utility company serving the installation, if applicable

The permanent traffic data acquisition station layout(s) indicate the extent and general arrangement of the proposed installation and are for general guidance. Any omission or commission shown or implied shall not be cause for deviation from the intent of the plans and specifications. Information shown on the plans and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department of Highways (Department) does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown. If any modifications of the plans or specifications are considered necessary by the Contractor, details of such modifications and the reasons, therefore, shall be submitted in writing to the Engineer for written approval prior to beginning such modified work.

The Contractor shall contact all utility companies and the district utility agent prior to beginning construction to insure proper clearance and shielding from existing and proposed utilities. The Contractor shall use all possible care in excavating on this project so as not to disturb any existing utilities whether shown on the plans or not shown on the plans. Any utilities disturbed or damaged by the Contractor during construction shall be replaced or repaired to original condition by the Contractor at no cost to the department. If necessary, to avoid existing utilities, the Contractor shall hand dig areas where poles or conduit cross utilities.

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> Material, Installation, and Bid Item Notes for Permanent Traffic Data Acquisition Stations

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The Contractor shall be responsible for all damage to public and/or private property resulting from his work.

The Contractor shall inspect the project site prior to submitting a bid and shall be thoroughly familiarized with existing conditions. Submission of a bid will be considered an affirmation of this inspection having been completed. The Department will not honor any claims resulting from site conditions.

Revised January 2023

2. MATERIALS

All proposed materials shall be approved prior to being utilized. The Contractor shall submit for material approval an electronic file of descriptive literature, drawings and any requested design data for the proposed materials. After approval, no substitutions of any approved materials may be made without the written approval of the Engineer.

Materials requiring sampling shall be made available a sufficient time in advance of their use to allow for necessary testing.

2.1. Anchoring

2.1.1. Anchor and Anchor Rod

Anchor, except rock anchor, shall be expanding type, with a minimum area of 135 square inches.

Anchor rod shall be galvanized steel, double-eye, have a minimum diameter of 5/8 inches, and a minimum length of 84 inches. Minimum holding capacity shall be 15,400 lbs.

Rock anchor shall be galvanized steel, triple-eye, expanding type, with a minimum diameter of $\frac{3}{4}$ inch, a minimum 53 inches long, and a minimum tensile strength of 23,000 lb.

2.1.2. Guy Wire and Guy Guard

Guy wire shall be Class A, Zinc-coated, 3/8 inch diameter, high strength grade steel (minimum 10,800 lb.) and galvanized per ASTM A475. Guy guard shall be 8' long, fully-rounded, yellow, and able to be securely attached to the guy wire.

2.1.3. Strandvise for Guy Wire

Strandvise for guy wire shall be 3/8 inch and rated to hold a minimum of 90% of the rated breaking strength (RBS) of the strand used.

2.2. Asphalt

Asphalt shall be a minimum CL2 Asph Surf 0.38B PG64-22 and conform to the Standard Specifications for Road and Bridge Construction.

2.3. Backer Rod

Backer rod shall be ½ inch diameter, closed cell polyethylene foam and shall meet or exceed the following physical properties:

Density (average): 2.0 lbs/cu.ft. (minimum): ASTM D 1622 test method
 Tensile Strength: 50 PSI (minimum): ASTM D 1623 test method
 Compression Recovery: 90% (minimum): ASTM D 5249 test method
 Water Absorption: 0.03 gm/cc (maximum): ASTM C 1016 test method

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2.4. Cabinets

2.4.1. Galvanized Steel Cabinet

Galvanized Steel Cabinet shall be constructed of 16 or 14 gauge galvanized steel and shall meet or exceed the industry standards set forth by UL 50 and NEMA 3R. The finish shall be an ANSI 61 gray polyester powder finish inside and out over the galvanized steel. Cabinet shall have minimum inside dimensions of 20 inches high by 20 inches wide by 8 inches deep.

The cabinet shall be equipped with the following:

- Drip shield top
- Seam-free sides, front, and back, to provide protection in outdoor installations against rain, sleet, and snow
- Hinged cover with 16 gauge galvanized steel continuous stainless steel pin.
- Cover fastened with captive plated steel screws, knob or latch
- Hasp and staple for padlocking
- No gaskets or knockouts
- Back panel for terminal block installation
- Post mounting hardware
- Terminal Blocks

2.4.2. Anchor Bolt for Pad Mounted Cabinet

Anchor bolt for pad mounted cabinet shall be galvanized steel with minimum dimensions of 3/8 inch by 6 inches.

2.5. Concrete

Concrete shall be Class A and conform to the *Standard Specifications for Road and Bridge Construction*.

2.6. Conduit and Conduit Fittings

Conduit and conduit fittings shall be rigid steel unless otherwise specified.

Conduit shall be zinc galvanized inside and out and conform to the NEC, UL Standard 6, and ANSI C-80.1.

Rigid Steel Conduit Fittings shall be galvanized inside and out and conform to the NEC, UL Standard 514B, and ANSI C-80.4. Intermediate Metal Conduit (IMC) will not be approved as an acceptable alternative to rigid steel conduit.

2.7. Conduit sealant

Conduit sealant shall be weather-, mold-, and mildew-resistant and chemically resistant to gasoline, oil, dilute acids and bases. Conduit sealant shall be closed cell type and shall meet or exceed the following properties:

Cure Time
Density
Compressive Strength (ASTM 1691)
20 minutes max.
64.4 kg/m3; 6 lbs/ft3
13.8 MPa; 330 or 300 psi

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Tensile Strength (ASTM 1623)
Flexural Strength (ASTM D790)
Service Temperature
15.9 MPa; 270 or 250 psi
14.5 MPa; 460 or 450 psi
-20 to 200 F

2.8. Electrical Service Meter Base

Electrical service meter base shall meet or exceed all requirements of the National Electrical Code and the local utility providing the electrical service.

2.9. Electrical Service Disconnect

Electrical service disconnect shall meet or exceed all requirements of the National Electrical Code and the local utility providing the electrical service.

2.10. Flashing Arrow

Flashing Arrow shall conform to the Standard Specifications for Road and Bridge Construction.

2.11. Ground Fault Circuit Interrupter (GFCI) Receptacle

Ground Fault Circuit Interrupter Receptacle shall be 2-pole, 3-wire, 20 Amp, 125 Volt, 60 Hz, NEMA 5-20R configuration and meet or exceed the following standards and certifications:

- NEMA WD-1 and WD-6
- UL 498 and 943
- NOM 057
- ANSI C-73

This item shall include a UL listed, 4 inch x4 inch x $2^{1}/8$ inch box with $\frac{3}{4}$ inch side and end knockouts and a $1^{1}/2$ inches deep, single-receptacle cover to house the GFCI receptacle. Box and cover shall be hot rolled, galvanized steel with a minimum thickness of 0.62 inches.

2.12. Grounding

2.12.1. Ground Rod

Ground Rod shall be composite shaft consisting of a pure copper exterior (5 mil minimum) that has been inseparably molten welded to a steel core. Ground Rod shall have a minimum diameter of 5/8 inch, a minimum length of 8 feet and shall be manufactured for the sole purpose of providing electrical grounding.

2.12.2. Ground Rod Clamp

Ground rod shall be equipped with a one piece cast copper or bronze body with a non-ferrous hexagonal head set screw and designed to accommodate a 10 AWG solid through 2 AWG stranded grounding conductor.

2.13. Grout

2.13.1. Grout for Inductive Loop Installation

Grout for inductive loop installation shall be non-shrink, shall meet the requirements of the Standard Specifications for Road and Bridge Construction,

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and shall be included on the KYTC Division of Materials, List of Approved Materials.

2.13.2. Grout for Piezoelectric Sensor Installation

Grout for piezoelectric sensor installation shall be per the piezoelectric sensor manufacturer's recommendation. Grout shall be suitable for installation in both asphalt and Portland cement pavements. Grout shall have a short curing time (tack free in ten minutes; open to traffic in forty minutes; and fully cured within sixty minutes) to prevent unnecessary lane closure time and should be of sufficient consistency to prevent running when applied on road surfaces with a drainage cross slope. Particulate matter within the grout shall not separate or settle and the grout shall not shrink during the curing process.

2.14. Hardware

Except where specified otherwise, all hardware such as nuts, bolts, washers, threaded ends of fastening devices, etc. with a diameter less than 5/8 inch shall be passivated stainless steel, alloy type 316 or type 304. Stainless steel hardware shall meet ASTM F593 and F594 for corrosion resistance. All other nuts and bolts shall meet ASTM A307 and shall be galvanized.

2.14.1. Conduit Strap

Conduit strap shall be double-hole, stainless steel, and sized to support specified conduit. Conduit strap shall attach to wood pole or post with two 2 1/4 inch wood screws.

2.14.2. Mounting Strap for Pole Mount Cabinet

Mounting strap for pole mount cabinet shall be ¾ inch x 0.03 inch stainless steel; equipped with clips or buckles to securely hold strap.

2.14.3. Metal Framing Channel and Fittings

Metal framing channel shall be 1 5/8 inches wide galvanized steel that conforms to ASTM A1011 and ASTM A653. One side of the channel shall have a continuous slot with in-turned edges to accommodate toothed fittings.

Fittings shall be punch pressed from steel plates and conform to ASTM A575 and the physical requirements of ASTM A1011.

2.15. Junction Box

2.15.1. Junction Box Type A, B, or C

Junction Box Type A, B, or C shall meet or exceed ANSI/SCTE 77-2007, Tier 15. Box shall have an open bottom. A removable, non-slip cover marked "PLANNING" shall be equipped with a lifting slot and attached with a minimum of two 3/8 inch stainless steel hex bolts and washers. Type A Box shall have nominal inside dimensions of 13 inches wide by 24 inches long by 18 inches deep. Type B Box shall have nominal inside dimensions of 11 inches wide by 18 inches long by 12

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inches deep. Type C Box shall have nominal inside dimensions of 24 inches wide by 36 inches long by 30 inches deep.

2.15.2. Aggregate for Junction Box Type A, B, or C

Aggregate for junction box type A, B, or C shall be gradation size no. 57 and conform to the *Standard Specifications for Road and Bridge Construction*.

2.15.3. Junction Box 10x8x4

Junction Box Type 10x8x4 shall be constructed of a UV-stabilized, nonmetallic material or non-rusting metal and be weatherproof in accordance with NEMA 4X. Box shall be equipped with an overhanging door with a continuous durable weatherproof gasket between the body and door. Door shall be hinged with screws, hinge(s) and pin(s) and shall be equipped with a padlockable latch on the side opposite the hinge(s). Junction Box 10x8x4 shall have minimum inside dimensions of 10 inches high by 8 inches wide by 4 inches deep.

2.16. Maintain and Control Traffic

Materials for the bid item Maintain and Control Traffic shall conform to the *Standard Specifications for Road and Bridge Construction*, and the KYTC Department of Highways *Standard Drawings*.

2.17. Piezoelectric Sensor

Piezoelectric sensor (piezo) shall provide a consistent level voltage output signal when a vehicle axle passes over it, shall have a shielded transmission cable attached, and shall meet the following requirements:

- Dimensions: such that sensor will fit in a 3/4 inch wide by 1 inch deep saw cut. Total length shall be 6 feet unless specified otherwise.
- Output uniformity: \pm 7% (maximum)
- Typical output level range: 250mV (minimum) from a wheel load of 400 lbs.
- Working temperature range: -40° to 160° F.
- Sensor life: 30 million Equivalent Single Axle Loadings (minimum)

Shielded transmission cable shall be coaxial and shall meet the following requirements:

- RG 58C/U with a high density polyethylene outer jacket rated for direct burial
- Length shall be a minimum of 100 feet. Installations may exceed 100 feet so the piezo shall be supplied with a lead-in of appropriate length so that the cable can be installed splice-free from the piezo to the cabinet.
- Soldered, water resistant connection to the sensor.

One installation bracket for every 6 inches of sensor length shall also be supplied. Piezo shall be a RoadTrax BL Class I or approved equal.

2.18. Saw Slot Sealant

Saw Slot Sealant shall be non-shrink, non-stringing, moisture cure, polyurethane

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encapsulant suitable for use in both asphalt and concrete pavements. It shall provide a void-free encapsulation for detector loop cables and adequate compressive yield strength and flexibility to withstand heavy vehicular traffic and normal pavement movement.

The cured encapsulant shall meet or exceed the following:

Hardness (Indentation): 35-65 Shore A, ASTM D2240
 Tensile Strength: 150 psi minimum, ASTM D412

• Elongation: 125% minimum 2 inch/minute pull, ASTM D412

Tack-free Drying Time: 24 hours maximum, ASTM C679
Complete Drying Time: 30 hours maximum, KM 64-447

• Chemical Interactions (seven day cure at room temperature, 24-hour immersion, KM 64-446):

Motor Oil: No effect
 Deicing Chemicals: No effect
 Gasoline: Slight swell
 Hydraulic Brake Fluid: No effect
 Calcium Chloride (5%): No effect

2.19. Seeding and Protection

Material for Seeding and Protection shall be Seed Mixture Type I and conform to the *Standard Specifications for Road and Bridge Construction*.

2.20. Signs

Materials for signs shall conform to the Standard Specifications for Road and Bridge Construction.

2.21. Splicing Materials

2.21.1. Electrical Tape

Electrical tape shall be a premium grade, UL-listed, all-weather, vinyl-insulating tape with a minimum thickness of 7 mil. Tape shall be flame retardant and resistant to abrasion, moisture, alkalis, acids, corrosion, and weather (including ultraviolet exposure).

2.21.2. Splice Kit

Splice kit shall be inline resin-type and rated for a minimum of 600V. Resin shall be electrical insulating-type and shall provide complete moisture and insulation resistance.

2.22. Steel Reinforcing Bar

Steel reinforcing bar shall be #5 and shall conform to the *Standard Specifications for Road and Bridge Construction*.

2.23. Terminal Block

Terminal block shall be rated for a minimum of 300 V and have a minimum of six

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terminal pairs with 9/16-inch nominal spacing (center to center) for connecting loop and piezoelectric sensor wires to cable assemblies. Terminal block shall have screw type terminal strips to accommodate wire with spade-tongue ends.

2.24. Warning Tape

Warning tape shall be acid and alkali resistant formulated for direct burial. Tape shall be a minimum of 3 inches wide by 4.0 mils (nominal) thick, and shall be permanently imprinted with a minimum 1 inch black legend on a red background warning of an electric line. Tape shall meet or exceed the following industry specifications:

- American Gas Association (AGA) 72-D-56
- American Petroleum Institute (API) RP 1109
- American Public Works Association (APWA) Uniform Color Code
- Department of Transportation (DOT) Office of Pipeline Safety USAS B31.8
- Federal Gas Safety Regulations S 192-321 (e)
- General Services Administration (GSA) Public Buildings Service Guide: PBS 4-1501, Amendment 2
- National Transportation Safety Board (NTSB) PSS 73-1
- Occupational Safety and Health Administration (OSHA) 1926.956 (c) (1)

2.25. Wire and Cable

All cable and wire shall be plainly marked in accordance with the National Electrical Code (NEC).

2.25.1. Loop Wire

Loop wire shall be 14 AWG, stranded, copper, single conductor, and shall conform to the International Municipal Signal Association (IMSA) Specification No. 51-7.

2.25.2. Cable No. 14/1 Pair

Cable No. 14/1 pair loop lead-in cable shall be 14 AWG, stranded, copper paired, electrically shielded conductors, and shall conform to IMSA 19-2.

2.25.3. Grounding conductor

Grounding conductor and bonding jumper shall be solid or stranded, 4 AWG bare copper.

2.25.4. Service Entrance Conductor

Service entrance conductor shall be stranded, copper, Type USE-2, sized as required to comply with the NEC.

2.25.5. Terminal for electrical wire or cable

Terminal for electrical wires or cables shall be insulated, solderless, spade tongue terminals of correct wire and stud size. Terminal for electrical wires or cables shall be incidental to the wire or cable (including piezoelectric sensor transmission cable) to be connected to terminal strips.

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2.26. Wood Post

Wood post shall be Southern Pine pretreated to conform to the American Wood Preservers' Association (AWPA) C-14 or UC4B and shall have minimum dimensions of 4 inches by 4 inches by 8 feet long (for Galvanized Steel Cabinet) or 4 feet long (for Junction Box 10x8x4), sawed on all four sides with both ends square.

2.27. Wooden Pole

Wooden pole shall be a Class IV wood pole of the length specified and shall conform to the *Standard Specifications for Road and Bridge Construction* except the pole shall be treated in accordance with AWPA P9 Type A.

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3. CONSTRUCTION METHODS

The plans indicate the extent and general arrangement of the installation and are for guidance. When the Contractor deems any modifications to the plans or specifications necessary, details of such changes and the reasons shall be submitted in writing to the engineer for written approval prior to beginning the modified work.

After the project has been let and awarded, the Division of Construction shall notify the Division of Planning of the scheduled date for a Pre-Construction meeting so that prior arrangements can be made to attend. This will allow the Division of Planning an opportunity to address any concerns and answer any questions that the Contractor may have before beginning the work.

The Division of Planning Equipment Management Team (502-564-7183) shall be notified a minimum of seven days before any work pertaining to these specifications begins to allow their personnel the option to be present during installation.

Unless otherwise specified, installed materials shall be new.

Construction involving the installation of loops or piezoelectric sensors shall not be performed when the temperature of the pavement is less than 38°F.

A final inspection will be performed by a member of the Central Office Division of Planning equipment staff after the installation is complete to verify that the installation is in compliance with the plans and specifications.

Any required corrective work shall be performed per the *Standard Specifications for Road and Bridge Construction*.

3.1. Anchoring

Furnish: Anchor, anchor rod, guy wire, strand vise, guy guard.

Anchor shall be installed in relatively dry and solid soil. Rock anchor shall be installed in solid rock. Excavate the hole at a 45° to 60° angle in line with the guy (hole size shall be slightly larger than the expanded anchor – see manufacturer's recommendation). Attach rod to anchor, install assembly into hole, and expand anchor. Backfill and tamp entire disturbed area. The effectiveness of the anchor is dependent upon the thoroughness of backfill tamping. Attach guy to strand vise on pole and anchor rod and tighten to required tension. Install guy guard on guy.

3.2. Bore and Jack Pipe – 2"

Furnish: Steel Encasement Pipe, 2"

Bore and jack pipe -2" shall conform to the Section 706 of the *Standard Specifications* for Road and Bridge Construction.

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3.3. Cleanup and Restoration

Furnish: Seed Mix Type 1 (as required); fertilizer (as required); agricultural limestone (as required); mulch or hydromulch (as required); tackifier (as required).

The Contractor shall be responsible for repairing any damage to public and/or private property resulting from his work. Upon completion of the work, restore all disturbed highway features in like kind design and materials. This shall include filling any ruts and leveling ground appropriately. Contractor shall dispose of all waste and debris off the project. Sow all disturbed earthen areas with Seed Mix Type 1 per Section 212 of the *Standard Specifications for Road and Bridge Construction*. All materials and labor necessary for cleanup and restoration shall be considered incidental to other bid items.

3.4. Conduit

Furnish: Conduit; conduit fittings; bushings (grounding where required); LB condulets (as required); weatherheads (as required); conduit straps; hardware; conduit sealant.

Conduit that may be subject to regular pressure from traffic shall be laid to a minimum depth of 24 inches below grade. Conduit that will not be subject to regular pressure from traffic shall be laid to a minimum depth of 18 inches below grade.

Conduit ends shall be reamed to remove burrs and sharp edges. Cuts shall be square and true so that the ends will butt together for the full circumference of the conduit. Tighten couplings until the ends of the conduit are brought together. Do not leave exposed threads. Damaged portions of the galvanized surfaces and untreated threads resulting from field cuts shall be painted with an Engineer-approved, rust inhibitive paint. Conduit bends shall have a radius of no less than 12 times the nominal diameter of the conduit, unless otherwise shown on the plans.

Contractor shall install a bushing (grounding bushing where required) on both ends of all conduits. Cap spare conduits on both ends with caps or conduit sealant.

Conduit openings in junction boxes and cabinets shall be waterproofed with a flexible, removable conduit sealant, working it around the wires, and extending it a minimum 1 inch into the end of the conduit.

After the conduit has been installed and prior to backfilling, the conduit installation shall be inspected and approved by the Engineer.

3.5. Electrical Service

Furnish: Meter base, service disconnect, wire, GFCI AC duplex receptacle with box and cover; conduit, conduit fittings, bushings (grounding where required); LB condulets (as required); weatherhead; conduit straps; hardware; conduit sealant; ground rod with clamp; grounding conductor.

Prior to any construction, the Contractor shall initiate a work order with the local power

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company for the installation of electrical service to the site. A representative from the Division of Planning and the local power company shall be consulted prior to choosing an exact location for the pole. The Contractor shall clear the right-of-way for the electrical service drop.

Contractor shall obtain electrical inspections, memberships, meter base, service disconnect and any other requirements by the utility serving the installation and pay all fees as required.

Install meter-base and disconnect panel with a 30-ampere, fused, circuit breaker inside. Install a manufactured weatherproof hub connector to connect the conduit to the top of the meter base and service disconnect.

Install a rigid ¾ inch conduit with three 8 AWG service conductors from the cabinet, through the service disconnect to the meter base and a 1¼" conduit with three 8 AWG service conductors from the meter base to a weatherhead two feet from the top of the electrical service pole. Install conduit straps 30 inches on center and provide a drip loop where the wire enters the weatherhead. Splice electric drop with service entrance conductors at the top of the pole.

The limit of conduit incidental to "Install Electrical Service" for a pad mounted cabinet is 24 inches beyond face of service pole.

Install a 120-volt, 20-amp GFCI AC duplex receptacle with box and cover in the automatic data recorder (ADR) cabinet.

Install a ground rod with clamp. Install a grounding conductor wire from the meter base, through the disconnect panel, to the ground rod clamp. Install grounding conductor in 1-3/4" conduit from service disconnect to ground rod.

After completing the installation and before the electrical service is connected, obtain a certificate of compliance from the Kentucky Department of Housing, Buildings and Construction, Electrical Inspection Division.

3.6. Flashing Arrow

Furnish: Arrow Panel

Construction of Flashing Arrow shall conform to the *Standard Specifications for Road and Bridge Construction*.

3.7. Galvanized Steel Cabinet

Furnish: Cabinet; wood posts; concrete; conduit fittings; metal framing channel; pipe clamp; terminal block(s); spade tongue wire terminals; wire labels; hardware.

Where right-of-way allows, locate the cabinet such that it is outside the clear zone in accordance with the *Roadside Design Guide*. Install Cabinet such that the door of the

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cabinet faces the roadway.

Excavate as required and install wood posts to a depth of 36 inches and place concrete around posts as shown on the standard detail sheets. Install metal framing channel with pipe clamp between posts.

Install Cabinet on wood posts 38 inches above the finished grade as shown on the standard detail sheets. Install a unistrut between posts when two posts are specified.

Install the required number of terminal blocks on the cabinet back plate. Install a spade tongue terminal on each loop and piezo sensor wire entering the cabinet and connect wires to terminal block(s). Wiring shall be neat and orderly. Label all wires and cables inside cabinet.

Install conduit from ground to cabinet and attach to pipe clamp. Install locknuts to attach conduit to cabinet and install a conduit bushing as shown on the standard detail sheets.

3.8. Grounding

Furnish: Ground rod with clamp; grounding conductor.

At sites with electrical or solar service, all conduits, poles, and cabinets shall be bonded to ground rods and the electrical system ground to form a complete grounded system.

Install such that top of ground rod is a minimum of 3 inches below finished grade.

Grounding systems shall have a maximum 25 ohms resistance to ground. If the resistance to ground is greater than 25 ohms, two or more ground rods connected in parallel shall be installed. Adjacent ground rods shall be separated by a minimum of 6 feet.

3.9. Install Pad Mount Enclosure

Furnish: Concrete; anchor bolts with washers and nuts; conduit; conduit fittings; conduit grounding bushings; ground rod with clamp; grounding conductor; conduit sealant; wooden stakes (where required); wire labels; hardware.

The Contractor shall be responsible for securing the enclosure from the Central Office Division of Planning Warehouse in Frankfort and transporting it to the installation site.

Where right-of-way allows, locate the enclosure such that it is outside the clear zone in accordance with the *Roadside Design Guide*.

Excavate as required, and place concrete to construct the enclosure foundation as specified on the standard detail sheets. Install enclosure on the concrete base such that the door(s) of the enclosure opens away from traffic (hinges away from traffic). Install anchor bolts, washers, and nuts to secure the enclosure to the foundation.

Install ground rod with clamp and install one 3/4 inch rigid conduit from enclosure base to

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ground rod. Install a grounding conductor from ground rod to enclosure base and bond to each conduit bushing in the base.

Install one ³/₄ inch rigid steel conduit for electrical service from the base of the enclosure to 24 inches beyond the concrete base. Make all field wiring connections to the electrical service, as applicable.

If electrical service is not provided as a bid item in the contract, plug conduit on both ends with a cap, conduit sealant, or electrical tape. Mark the location of the buried conduit end with a wooden stake labeled "3/4 in. conduit."

Install specified rigid steel conduit(s) into the base of the enclosure for sensor wire entry. Install one spare 2-inch conduit from the enclosure base to 2 feet beyond the concrete base. Plug spare conduit on both ends with a cap, conduit sealant or electrical tape.

The limit of all conduits incidental to "Install Pad Mount Enclosure" is 24 inches beyond the edge of the concrete base.

Wiring in enclosure shall be neat and orderly. Label all wires and cables inside enclosure. KYTC personnel will furnish and install terminal blocks and connect sensors to terminal blocks.

3.10. Install Controller Cabinet

Furnish: Mounting brackets; mounting straps; conduit; LB condulets; conduit fittings; conduit grounding bushings; ground rod with clamp; grounding conductor; cable staples; conduit sealant; wooden stakes (where required); wire labels; hardware.

The Contractor shall be responsible for securing the cabinet from the Central Office Division of Planning Warehouse in Frankfort and transporting it to the installation site. Any existing holes in the cabinet not to be reused shall be covered or plugged to meet NEC requirements.

Install mounting brackets and secure cabinet to pole with mounting straps.

Install a ground rod with clamp. Install grounding conductor in 1-3/4" conduit form cabinet to ground rod.

Install one ³/₄ inch rigid steel conduit with two lb. condulets from cabinet to electrical service disconnect box. Make all field wiring connections to the electrical service, as applicable.

If electrical service is not provided as a bid item in the contract, plug conduit on both ends with cap, plumbers putty, conduit sealant, or electrical tape. Mark the location of the buried conduit end with a wooden stake labeled "3/4 in. conduit".

Install specified rigid steel conduit(s) and type LB condulet(s) into the bottom of the

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cabinet for sensor wire entry. The limit of conduits incidental to "Install Controller Cabinet" is 24 inches beyond the face of the pole.

Wiring in cabinet shall be neat and orderly. Label all wires and cables inside cabinet. KYTC personnel will furnish and install terminal blocks and connect sensors to terminal blocks.

3.11. Junction Box Type 10x8x4

Furnish: Junction box; wood post; conduit fittings; wire labels; hardware.

Where right-of-way allows, locate the junction box such that it is outside the clear zone in accordance with the Roadside Design Guide.

Excavate as required and install wood post(s) to a depth of 18 inches. Install junction box on wood post such that the bottom of the box is 18 inches above the finished grade as shown on the standard detail sheets. Box shall be installed with four (4) $2\frac{1}{2}$ inch wood screws and washers.

Install locknuts to attach conduit to junction box and install a conduit bushing as shown on the standard detail sheets.

Wiring inside box shall be neat and orderly. Label all wires and cables inside box.

3.12. Junction Box Type A, B, or C

Furnish: Junction box, No. 57 aggregate; grounding conductor

Excavate as required and place approximately 12 inches of No. 57 aggregate beneath the proposed junction box to allow for drainage. Install specified junction box type A, B, or C near the edge of pavement, flush with finished grade per the detail sheets. Where required, orient the box so that the dimensions comply with the National Electrical Code. Stub conduits with grounding bushings into junction box at its base to accommodate wires and connect grounding conductor to all grounding bushings. Backfill to existing grade, and restore disturbed area to the satisfaction of the Engineer.

Wiring inside box shall be neat and orderly. Label all wires and cables inside box.

3.13. Loops - Proposed

Furnish: Wire; saw slot sealant; backer rod; grout; conduit sealant.

The plans and notes specify the approximate location for loop installations. Prior to sawing slots or drilling cores, the Contractor shall meet with a representative of the Division of Planning to verify the precise layout locations on site. Avoid expansion joints and pavement sections where potholes, cracks, or other roadway flaws exist.

Upon completion of this meeting, the Contractor shall measure out and mark the proposed loop locations with spray paint or chalk such that the saw slots will be parallel

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and perpendicular to the direction of traffic. Marked lines shall be straight and exact to the locations determined and sized as shown on the plans. Unless indicated otherwise, loops shall be 6 feet by 6 feet square and loops in the same lane shall be spaced 16 feet from leading edge to leading edge.

On resurfacing, rehabilitation, and new construction projects that include new asphalt pavement, the Contractor shall install loops prior to laying the final surface course. On projects with milling and texturing, the Contractor may install the loops prior to or after the milling operation; however, if installed prior to milling, the Contractor shall be responsible for ensuring that the loops are installed at a depth such that the milling operation will not disturb the newly installed loops. The Contractor shall correct damage caused by the milling operations to newly installed loops prior to placement of the final surface course at no additional cost to the Cabinet.

For projects that include the installation of new asphalt and piezoelectric sensors, the Contractor shall mark or otherwise reference all loops installed prior to the final surface course such that the loops can be accurately located when the piezoelectric sensors are installed after placement of the final surface course.

For projects that do not have asphalt surfacing, the Contractor shall install the loops in the surface of the pavement.

The Prime Contractor shall coordinate the installation of loops with the electrical sub-Contractor and the Engineer to ensure correct operation of the completed installation.

The following is a typical step by step procedure for the installation of a loop.

- Carefully mark the slot to be cut, perpendicular to the flow of traffic and centered in the lane.
- Make each saw-cut 3/8-inch wide and at a depth such that the top of the backer rod is a minimum of 2 inches below the surface of rigid (PCC/Concrete) pavement or 4 inches below the surface of asphalt pavement.
- Drill a 1½ inch core hole at each corner and use a chisel to smooth corners to prevent sharp bends in the wire.
- Clean <u>ALL</u> foreign and loose matter out of the slots and drilled cores and within 1 foot on all sides of the slots using a high-pressure washer.
- Completely dry the slots and drilled cores and within 1 foot on all sides of the slots using oil-free forced air, torpedo heaters, electric heaters, or natural evaporation, depending on weather conditions. Be very careful not to burn the asphalt if heat is used.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1½ inch hole on a 45° angle to the conduit adjacent to the roadway.
- Closely inspect all cuts, cores, and slots for jagged edges or protrusions prior to the placement of the wire. All jagged edges and protrusions shall be ground or re-cut and cleaned again.

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- Place the loop wire splice-free from the termination point (cabinet or junction box) to the loop, continue around the loop for four turns, and return to the termination point.
- Push the wire into the saw slot with a blunt object such as a wooden stick. Make sure that the loop wire is pushed fully to the bottom of the saw slot.
- Install conduit sealant to a minimum of 1" deep into the cored 1½ inch hole.
- Apply loop sealant from the bottom up and fully encapsulate the loop wires in the saw slot. The wire should not be able to move when the sealant has set.
- Cover the encapsulated loop wire with a continuous layer of backer rod along the entire loop and home run saw slots such that no voids are present between the loop sealant and backer rod.
- Finish filling the saw cut with non-shrinkable grout per manufacturer's instructions. Alleviate all air pockets and refill low spaces. There shall be no concave portion to the grout in the saw slot. Any excess grout shall be cleaned from the roadway to alleviate tracking.
- Clean up the site and dispose of all waste off the project.
- Ensure that the grout has completely cured prior to subjecting the loop to traffic. Curing time varies with temperature and humidity.

Exceptions to installing loop wire splice-free to the junction box or cabinet may be considered on a case-by-case basis and must be pre-approved by the Engineer. If splices are allowed, they shall be located in a junction box and shall conform to the construction note for Splicing.

If loop lead-in cable (Cable No. 14/1 Pair) is specified, cable shall be installed splice free to the cabinet ensuring that extra cable is left in each junction box or cabinet. All wires and cables shall be labeled in each junction box and cabinet.

Loop inductance readings shall be between 100 and 300 microhenries. The difference of the loop inductance between two loops in the same lane shall be ± 20 microhenries. Inductance loop conductors shall test free of shorts and grounds. Upon completion of the project, all loops must pass an insulation resistance test of a minimum of 100 million ohms to ground when tested with a 500 Volt direct current potential in a reasonably dry atmosphere between conductors and ground.

3.14. Loop Test

When noted on a data collection station layout sheet that there are existing inductive loops within the limits of the project, notify the Engineer in writing, a minimum of 14 calendar days prior to beginning milling operations. After milling and prior to placing asphalt inlay, conduct an operating test on the existing inductance loops at the control cabinet in the presence of the Engineer to determine if the inductance loop conductors have an insulating resistance of a minimum of 100 megohms when tested with a 500-volt direct current potential in a reasonably dry atmosphere between conductors and ground. The Department may also conduct its own tests with its own equipment.

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If the tests indicate the loop resistances are above the specified limit and the Engineer determines the system is operable, proceed with the asphalt inlay. If the test indicates the loop resistance is not within the specified limits or if the Engineer determines the system is otherwise not operable, prior to placing the asphalt inlay install and test new loop detectors according to the station layout, notes, and Detail Drawings.

The Engineer will contact and maintain liaison with the District Planning Engineer and the Division of Planning in order to coordinate any necessary work.

3.15. Maintain and Control Traffic

Furnish (all as required): Drums, traffic cones, barricades used for channelization purposes, delineators, and object markers.

Maintain and Control Traffic shall conform to the plans, the Standard Specifications for Road and Bridge Construction, and the KYTC Department of Highways Standard Drawings.

3.16. Open Cut Roadway

Furnish: Concrete, reinforcing bars.

Excavate trench by sawing and chipping away roadway to dimensions as indicated on the detail sheets. After placing conduit, install concrete and steel reinforcing bars per the *Standard Specifications for Road and Bridge Construction*. Restore any disturbed sidewalk to its original condition.

3.17. Piezoelectric Sensor

Furnish: Piezoelectric sensor and cable; sensor support brackets; saw slot sealant; backer rod; grout; conduit sealant.

The plans and notes specify the approximate location for piezoelectric sensor (piezo) installations. Prior to sawing slots or drilling cores, the Contractor shall meet with a representative of the Division of Planning to verify the final layout on site. Avoid expansion joints and pavement sections where potholes, cracks, or other roadway flaws exist. Roadway ruts at the proposed piezo location shall not be in excess of ½ inch under a 4-foot straight edge.

Install the piezo perpendicular to traffic in the final surface course of the pavement. Locate the sensor in the lane as shown on the site layout drawing. Eleven-foot length sensors shall be centered in the lane.

The following is a typical step by step procedure for the installation of a piezo. Refer specifically to the manufacturer's instructions provided with the sensor prior to installation.

• Carefully mark the slot to be cut, perpendicular to the flow of traffic and properly positioned in the lane.

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- It is strongly recommended that a ¾ inch wide diamond blade be used for cutting the slot, or that blades be ganged together to provide a single ¾ inch wide cut. The slot shall be wet cut to minimize damage to the pavement.
- Cut a slot $\frac{3}{4}$ inch wide ($\pm 1/16$ inch) by 1 inch minimum deep. The slot should be a minimum of 2 inches longer than the sensor (including the lead attachment). Drop the saw blade an extra $\frac{1}{2}$ inch down on both ends of the sensor. The lead out of the passive cable should be centered on the slot.
- Cut the slot for the passive cable ¼ inch wide and at a depth so that the top of the backer rod is a minimum of 2 inches below the road surface.
- Clean <u>ALL</u> foreign and loose matter out of the slot and within 1 foot on all sides of the slot using a high-pressure washer.
- Completely dry the slot and within 1 foot on all sides of the slot using oil-free forced air, torpedo heaters, electric heaters, or natural evaporation, depending on weather conditions. Be very careful not to burn the asphalt if heat is used.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1½ inch hole on a 45° angle to the conduit adjacent to the roadway.
- Place strips of 2-4-inch-wide tape strips on the pavement along the lengths of both sides of the sensor slot, 1/8 inch away from the slot.
- Wear clean, protective latex (or equivalent) gloves at all times when handling sensors. Visually inspect sensor to ensure it is straight. Check lead attachment and passive cable for cuts, gaps, cracks and/or bare wire. Verify that the correct sensor type and length is being installed by checking the data sheet. Verify there is sufficient cable to reach the cabinet. Piezo lead-in cable shall not be spliced.
- Test the sensor for capacitance, dissipation factor and resistance, according to the directions enclosed with the sensor. Capacitance and dissipation should be within ±20% of the piezo data sheet. Resistance (using the 20M setting) should be infinite. Record the sensor serial number and the test results and label "preinstallation." This information should be stored in the counter cabinet and/or returned to Department Planning personnel.
- Lay the sensor next to the slot and ensure that it is straight and flat.
- Clean the sensor with steel wool or an emery pad and wipe with alcohol and a clean, lint-free cloth.
- Place the installation bracket clips every 6 inches along the length of the sensor.
- Bend the tip of the sensor downward at a 30° angle. Bend the lead attachment end down at a 15° angle and then 15° back up until level (forming a lazy Z).
- Place the sensor in the slot, with the brass element 3/8 inch below the road surface along the entire length. The tip of the sensor should be a minimum of 2 inches from the end of the slot and should not touch the bottom of the slot. The top of the plastic installation bracket clips should be 1/8 inch below the surface of the road. The lead attachment should not touch the bottom or sides of the slot. Ensure the sensor ends are pushed down per the manufacturer's instructions.
- Visually inspect the length of the sensor to ensure it is at uniform depth along its length and it is level (not twisted, canted or bent).

- On the passive cable end, block the end of the slot approximately 3-5 inches beyond the end of the lead attachment area creating an adequate "dam" so that the sensor grout does not flow out.
- <u>Use one bucket of sensor grout per piezo installation</u>. Overfill the slot with sensor grout and allow to cure for a minimum of 10 minutes before continuing with the installation. Ensure that sensor grout fills around and beneath the sensor completely and that there is not a trough on top.
- Remove the tape along the sides of the saw slot when the adhesive starts to cure.
- Carefully remove the dam from the end of the sensor.
- Route the lead-in cable through the saw slot
- Install conduit sealant to a minimum of 1" deep into the cored 1½ inch hole.
- Cover the lead-in cable with encapsulant, backer rod, and grout.
- If necessary, after the grout has hardened, grind with an angle grinder until the profile is a 1/16-inch mound. There shall be no concave portion to the mound.
- Clean up the site and dispose of all waste off the project.
- Ensure that the sensor grout has completely cured prior to subjecting the sensor to traffic. Curing time will vary with temperature and humidity.

Upon installation, test the sensor for capacitance, dissipation factor and resistance, according to the directions enclosed with the sensor. Capacitance and dissipation should be within $\pm 20\%$ of the piezo data sheet. Resistance (using the 20M setting) should be infinite. Perform a functional test of the piezo with an oscilloscope to ensure that the sensor is generating a proper response to the passage of vehicles.

Record the sensor serial number and the test results and label "post-installation." This information should be stored in the counter cabinet and/or returned to Department Planning personnel.

3.18. Pole – Wooden

Furnish: Pole; anchoring equipment (as required); hardware (as required).

Excavate and install wood pole to a minimum depth of one-sixth the total pole height. Place backfill material in hole and compact until flush with existing grade. Install guy wire, guy guard, anchor, anchor rod, and strand vise, if necessary. Anchor shall be a minimum of one-third the pole height from the face of the pole. Provide temporary erosion control, seeding, protection and restoration of disturbed areas to the satisfaction of the Engineer.

3.19. Removal of Existing Equipment

The Contractor shall remove existing materials (including but not limited to: poles, anchors, cabinets, junction boxes, conduit and wire) not to be reused. Contractor shall dispose of all removed materials off the project. All materials and labor necessary for the removal of existing equipment shall be considered incidental to other bid items.

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3.20. Signs

Furnish: Signs; sign standards; hardware.

Construction of signs shall conform to the Standard Specifications for Road and Bridge Construction.

3.21. Splicing

Furnish: Splice kit; solder.

These notes describe the splicing process (if permitted) and are not intended to grant permission to splice. Permission to splice shall be determined by the Division of Planning and the locations shall be shown on the layout sheet. If splicing is needed but not shown on the layout sheet, the Contractor shall receive prior written approval from the Division of Planning.

All splices shall conform to the provisions of the NEC.

Splices for loop and loop lead-in wire shall be twisted and soldered. Abrade the outer jacket of both wires to promote good adhesion and prevent capillary leak paths. Seal the splice with an electrical sealing resin. Spliced loop conductors shall test free of shorts and unauthorized grounds and shall have an insulating resistance of at least 100 megohms when tested with a 500-volt direct current potential in a reasonably dry atmosphere between conductors and ground.

For piezos, the same type coax cable, supplied by the manufacturer, shall be used to splice to the sensor's lead-in cable. Cables shall be soldered. Abrade the outer jacket of both cables to promote good adhesion and prevent capillary leak paths. Seal the splice with an electrical sealing resin. Spliced piezo cables shall be tested and have a minimum resistance of 20 megohms, a maximum dissipation factor of 0.03, a capacitance within the manufacturer's recommended range based upon the length of additional cable. A functional test of the piezo shall be performed to ensure that the sensor is generating a proper response to the passage of vehicles.

3.22. Trenching and Backfilling

Furnish: Warning tape; seed mix type I; cereal rye or German foxtail-millet; mulch; concrete (as required); asphalt (as required).

Excavate trench and provide required cover as shown on the standard detail sheets. After placing conduit, backfill material shall be placed and compacted in lifts of 9 inches or less. Install warning tape as shown on the detail sheet. Provide temporary erosion control, seeding, protection and restoration of disturbed areas to the satisfaction of the Engineer.

3.23. Wiring

Furnish: Wire; wire labels; spade tongue wire terminals (as required).

Installation of all wiring shall conform to the NEC. Permanent identification numbers

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shall be affixed to all wires in all junction boxes and cabinets (see Layout(s) for loop and piezo numbers).

Additional lengths of each loop and piezo sensor wire shall be neatly coiled in all cabinets and junction boxes as follows:

Enclosure Type	Additional length of each wire
Galvanized Steel Cabinet	2'-3'
Pad Mount Cabinet (332)	6' - 8'
Pole Mount Cabinet (336)	3' - 4'
Junction Box Type 10x8x4	2'-3'
Junction Box Type A, B, or C	2'-3'

3.24. Wood Post

Furnish: Wood post; concrete (as required); seed mix type I; cereal rye or German foxtail-millet; mulch.

Excavate hole to specified depth and place concrete, if required. Install post, backfill to existing grade, and tamp backfill. Provide temporary erosion control, seeding, protection and restoration of disturbed areas to the satisfaction of the Engineer.

3.25. Remove and Replace Sidewalk

Furnish: Lumber, stakes, nails or screws, and concrete.

Remove existing sidewalk to install rigid conduit from edge of roadway to nearest junction box or cabinet. Form, pour and finish concrete in place of old existing sidewalk making sure to replace the expansion joints in their respective locations. Concrete shall conform to the *Kentucky Standard Specifications for Road and Bridge Construction* for sidewalks.

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4. BID ITEM NOTES AND METHOD OF MEASUREMENT FOR PAYMENT

Only the bid items listed will be measured for payment. All other items required to complete the vehicle detection installation shall be incidental to other items of work. Payment at the contract unit price shall be full compensation for all materials, labor, equipment and incidentals to furnish and install these items.

4.1. Bore and Jack Pipe – 2"

Bore and jack pipe -2" shall be furnished, installed, and measured for payment per the Standard Specifications for Road and Bridge Construction.

4.2. Conduit

Conduit shall include furnishing and installing specified conduit in accordance with the specifications. This item shall include conduit fittings, bodies, boxes, weatherheads, expansion joints, couplings, caps, conduit sealant, electrical tape, clamps, bonding straps and any other necessary hardware. Conduit will be measured in linear feet.

4.3. Electrical Service

Electrical Service shall include furnishing and installing all necessary materials and payment of all fees toward the complete installation of an electrical service which has passed all required inspections. Incidental to this item shall be furnishing and installing:

- Meter-base per utility company's specifications
- Service disconnect panel per utility company's specifications
- Meter base and service disconnect entrance hubs, waterproof
- Service entrance conductors
- Rigid steel conduit
- Rigid steel conduit fittings
- Conduit straps
- Weatherhead
- Duplex GFCI receptacle, 120-volt, 20-amp
- Ground rod with clamp
- Grounding conductor

Also incidental to this item shall be any necessary clearing of right of way for the electrical service drop.

Electrical service will be measured in individual units each.

4.4. Flashing Arrow

Flashing Arrow shall be furnished, installed, and measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.5. Galvanized Steel Cabinet

Galvanized Steel Cabinet shall include furnishing and installing galvanized steel cabinet on post as specified. Incidental to this item shall be furnishing and installing grounding hardware, and any necessary post/pole mounting hardware. Also incidental to this item shall be furnishing and installing the required number of terminal blocks and connection of all

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sensors to the terminal blocks. Galvanized Steel Cabinet will be measured in individual units each.

4.6. Install Pad Mount Enclosure

Install Pad Mount Enclosure shall include installing a Department-furnished enclosure as specified on the detail sheets.

This item shall include obtaining the enclosure from KYTC and transporting it to the installation site and furnishing and installing the following:

- Concrete foundation (including any excavation necessary)
- Anchor bolts, lock washers, and nuts
- Conduit
- Conduit fittings (including grounding bushings)
- Weatherhead
- Terminal Strip(s)
- Ground rod with clamp
- Grounding conductor

Install Pad Mount Enclosure will be measured in individual units each.

4.7. Install Controller Cabinet

Install Controller Cabinet shall include installing a Department-furnished cabinet as specified on the detail sheets.

This item shall include obtaining the cabinet from KYTC and transporting it to the installation site and furnishing and installing the following:

- Conduit
- Conduit Fittings
- Terminal Strip(s)
- Ground rod with clamp
- Grounding conductor

Install Controller Cabinet will be measured in individual units each.

4.8. Junction Box Type 10" x 8" x 4"

Junction Box Type 10"x8"x4" shall include furnishing and installing specified junction box in accordance with the specifications. This item shall include connectors, splice sleeves, conduit fittings, mounting materials and any other items required to complete the installation. Incidental to this item shall be furnishing and installing specified post (wood, channel, metal, etc.) as required for the installation. Junction Box Type 10"x8"x4" will be measured in individual units each.

4.9. Junction Box Type A, B, or C

Junction Box Type A, B, or C shall include furnishing and installing specified junction box in accordance with the specifications. This item shall include excavation, furnishing and installing #57 aggregate, backfilling around the box, and restoration of disturbed areas to the satisfaction of the Engineer. Incidental to this item shall be furnishing and installing a

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grounding conductor bonding all conduit grounding bushings in the box. Junction Box Type A, B, or C will be measured in individual units each.

4.10. Loop Saw Slot and Fill

Loop Saw Slot and Fill shall include sawing and cleaning saw slots and furnishing and installing conduit sealant, loop sealant, backer rod, grout, or other specified material. Loop Saw Slot and Fill will be measured in linear feet of sawed slot.

4.11. Maintain and Control Traffic

Maintain and Control Traffic shall be measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.12. Open Cut Roadway

Open Cut Roadway shall include excavating trench (sawing and chipping roadway) to dimensions as indicated on the detail sheets and furnishing and placing concrete, steel reinforcing bars, and asphalt. This item also includes restoring any disturbed sidewalk to its original condition. Open Cut Roadway will be measured in linear feet.

4.13. Piezoelectric Sensor

Piezoelectric sensor (piezo) shall include sawing and cleaning saw slots and furnishing and installing piezo in accordance with the specifications. This item shall include furnishing and installing lead-in wire, conduit sealant, encapsulation material, backer rod, grout, testing, and accessories. Piezo will be measured in individual units each.

4.14. Pole – 35' Wooden

Pole – 35' Wooden shall include excavation, furnishing and installing specified wood pole, backfilling and restoring disturbed areas to the satisfaction of the Engineer. Incidental to this item shall be furnishing and installing guy wire, anchor and anchor rod, strand vise, and guy guard, if specified.

Pole – 35' Wooden will be measured in individual units each.

4.15. Signs

Signs shall be furnished, installed, and measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.16. Trenching and Backfilling

Trenching and Backfilling shall include excavation, warning tape, backfilling, temporary erosion control, seeding, protection and restoration of disturbed areas to original condition. This item shall include concrete, asphalt or approved replacement material for sidewalks, curbs, roadways, etc. (if required). Trenching and backfilling will be measured in linear feet.

4.17. Wire or Cable

Wire or cable shall include furnishing and installing specified wire or cable within saw slot, conduit, junction box, cabinet, or overhead as indicated on the detail sheets. Incidental to this item shall be the labeling of all wires and cables in each junction box, cabinet and splice

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box, and furnishing and installing other hardware required for installing cable. Wire or Cable will be measured in linear feet.

4.18. Wood Post

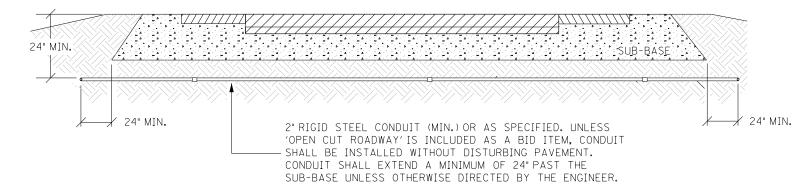
Wood Post shall include furnishing and installing wood post as specified. This item shall include excavation, furnishing and placing concrete (if required), backfilling around the post, and restoration of disturbed areas to the satisfaction of the engineer. Wood Post will be measured in individual units each.

4.19. Remove and Replace Sidewalk

Remove and Replace Sidewalk shall include removing existing sidewalk to install conduit and/or junction box (if required) and replacing old existing sidewalk with new sidewalk after installation of required items. This item includes removing old sidewalk and disposing of off the project and forming, pouring and finishing the new sidewalk after installation of required items.

4.20. Loop Test

Loop Test includes conducting an operating test on the existing inductance loops at the control cabinet in the presence of the Engineer to determine if the inductance loop conductors have an insulating resistance of a minimum of 100 megohms when tested with a 500-volt direct current potential in a reasonably dry atmosphere between conductors and ground.

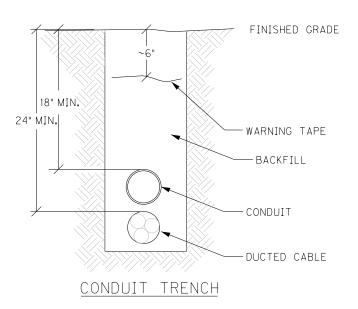


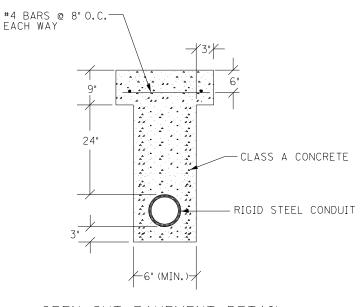
CONDUIT UNDER PAVEMENT

TOTAL TRENCH WIDTH SHALL BE 3" (NOM.) WIDER THAN THE SUM OF THE OUTSIDE DIAMETER(S) OF THE CONDUIT(S) INSTALLED. CONDUIT(S) SHALL BE CENTERED IN TRENCH.

CONTRACTOR SHALL PLACE BACKFILL IN LIFTS (9" MAX.) COMPACT BACKFILL, AND RESTORE DISTURBED AREA TO THE SATISFACTION OF THE ENGINEER

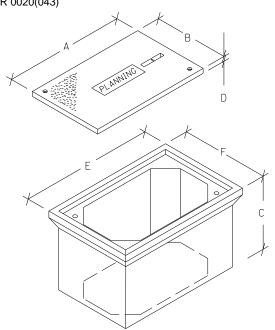
CONTRACTOR SHALL INSTALL UNDERGROUND UTILITY WARNING TAPE ABOVE CONDUIT AS SHOWN.





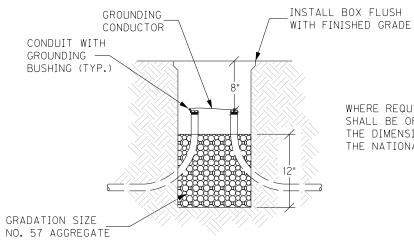
OPEN CUT PAVEMENT DETAIL

CONDUIT INSTALLATION



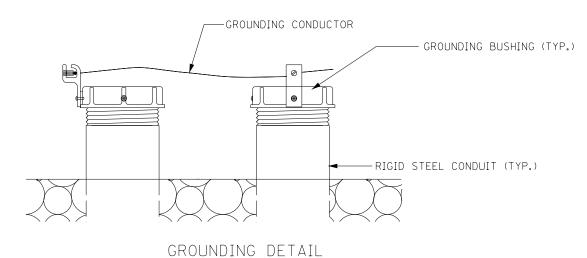
JUNCTION BOX DIMENSIONS (NOMINAL)									
	А	В	С	D*	E	F			
TYPE A	23"	14"	18"	2"	25"	16"			
TYPE B	18"	11"	12"	13/4"	20"	13"			
TYPE C	36"	24"	30"	3"	38"	26"			

* MINIMUM STACKABLE BOXES ARE PERMITTED

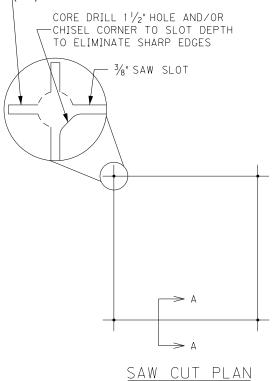


WHERE REQUIRED, JUNCTION BOX SHALL BE ORIENTED SUCH THAT THE DIMENSIONS COMPLY WITH THE NATIONAL ELECTRICAL CODE.

ELEVATION

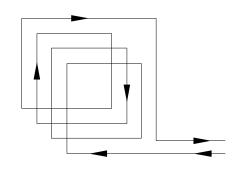


JUNCTION BOX - TYPE A, TYPE B, TYPE C

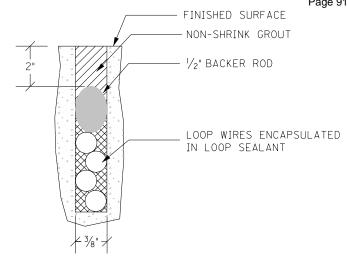


UNLESS SPECIFIED OTHERWISE, ALL LOOPS SHALL BE 6' x 6' SQUARE, CENTERED IN EACH LANE, WITH FOUR TURNS OF 14 AWG LOOP WIRE.

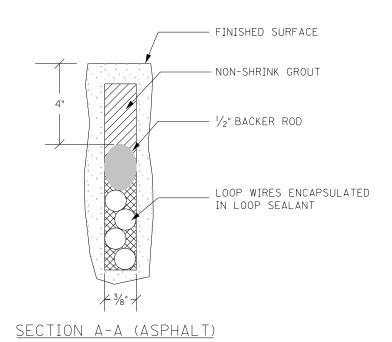
ADJACENT SAW SLOTS SHALL BE A MINIMUM OF 12" APART.

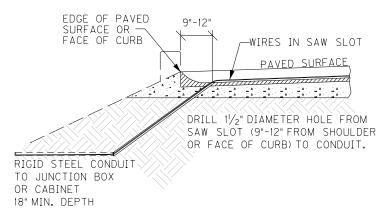


WIRING PLAN

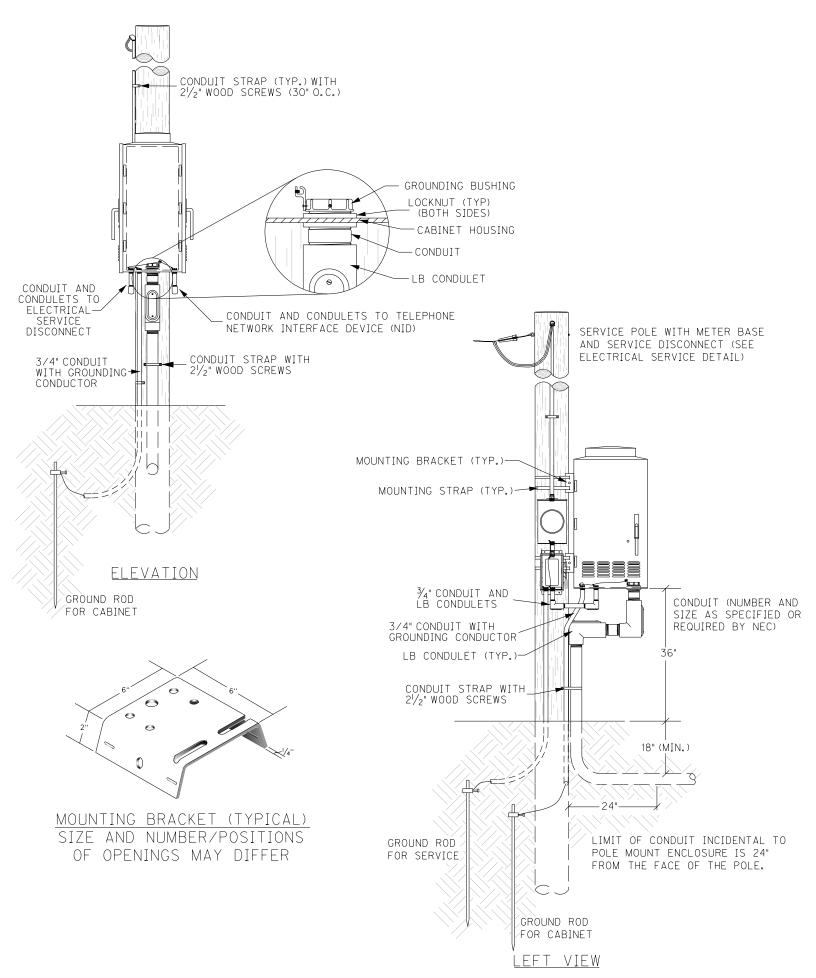


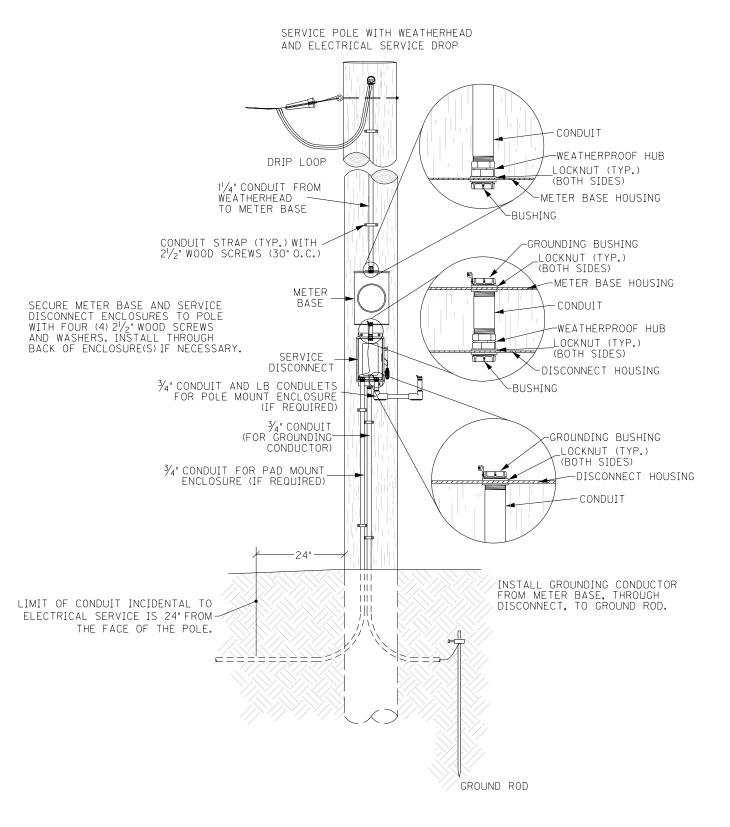
SECTION A-A (CONCRETE)



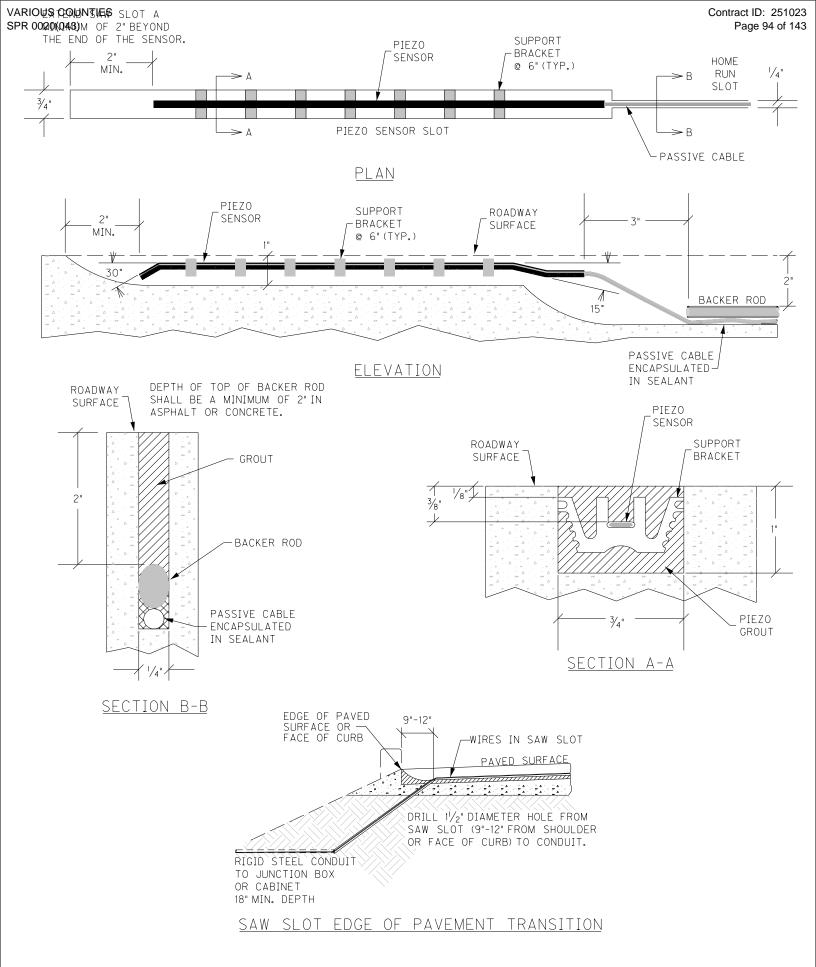


SAW SLOT EDGE OF PAVEMENT TRANSITION





ELECTRICAL SERVICE



PIEZOELECTRIC SENSOR INSTALLATION

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

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Orig	ginal	Re-Cert	ification		RIGHT O	F WAY CERTIFICATI	ON	
	TEM#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)	
		С	hristian		FD52 Various	s Routes	SPR 0020(043)	
PROJECT [DESCRIPTIO	N			·			
Install aut	omated traf	fic recor	der (ATR)	on KY Highway 117	at MP 0.673.			
	dditional R							
_					The right of way w	as acquired in accord	ance to FHWA regulations	
					sitions Policy Act o	f 1970, as amended. I	No additional right of way or	
	assistance we	•						
				Way Required and	•			
		-	_	of access rights when		•		
-			-	-			e may be some improvements physical possession and the	
_	_	-	-		•		n paid or deposited with the	
_	_			•			ailable to displaced persons	
				ce with the provisions				
Cond	dition # 2 (A	dditiona	l Right of	Way Required with	Exception)			
							he proper execution of the	
-	=		-		-		n has not been obtained, but	
							s 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							
				f Way Required with		O AWAIND OF CONSTRUC	tion contract	
					-	nplete and/or some p	arcels still have occupants. All	
-	_	-	-	housing made availab			-	
requesting	authorizatio	n to advei	tise this p	roject for bids and to p	roceed with bid le	tting even though the	necessary right of way will not	
			-				paid or deposited with the	
							535.309(c)(3) and 49 CFR	
				l acquisitions, relocations account construction		ents after bid letting a	na prior to	
	of Parcels on Pr			XCEPTION (S) Parcel #		PATED DATE OF POSSESSIO	ON WITH EXPLANATION	
Number of Pa	rcels That Have	Been Acqui		.,	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION			
Signed Deed								
Condemnation	า							
Signed ROE Notes/ Com	ments (Use Ad	dditional S	heet if nece	essary)				
	LPA R	W Projec	ct Manage	er		Right of Way Su	pervisor	
Printed Na					Printed Name	l agree or a que	C Digitally signed by	
Signatur	e				Signature	THE.	Jennifer K. Cox Date: 2025.07.10	
Date					Date		08:40:30 -05'00'	
	Righ							
Printed Name						FHWA		
		nt or way	/ Director		Printed Name	FHWA		
Signatur	me	it of way	D:	itally signed by Kelly Divine	Printed Name Signature	FHWA		

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

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	Original		Re-Ce	ertificatio	n	RIGHT OF WAY CERTIFICATION			
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)	
				Muhlenb	erg	FD52 Variou	s Routes	SPR 0020(043)	
PROJ	ECT DESCI	RIPTIO	N			•			
Insta	ll automat	ed traf	fic rec	order (ATI	R) on KY Highway 181 a	nt MP 12.587.			
\square	No Additi			-	· · · · ·				
Const						he right of way w	as acquired in accorda	ance to FHWA regulations	
						itions Policy Act o	of 1970, as amended. N	No additional right of way or	
reloca	ation assista								
		•			of Way Required and (•			
			-	_	ol of access rights when a				
-				-	-			e may be some improvements	
								physical possession and the n paid or deposited with the	
_		_						illable to displaced persons	
					nce with the provisions				
					of Way Required with				
The r	ight of way	has not	been f	fully acquir	ed, the right to occupy ar	nd to use all rights	s-of-way required for t	he proper execution of the	
		-				•		n has not been obtained, but	
_	-				-			s physical possession and right	
		•		•	•	•	•	e court for most parcels. Just	
Comp		•			be paid or deposited wit	·	to AWARD of construct	tion contract	
Thora					of Way Required with	•	nnlote and for some no	proofs still have accurants. All	
	-	_		-	nt housing made availab			arcels still have occupants. All	
				-	_			necessary right of way will not	
								paid or deposited with the	
	-			-	ng. KYTC will fully meet a			- 1	
					all acquisitions, relocatio				
AWA	RD of the co	onstruct	ion co	ntract or fo	rce account construction				
	lumber of Pare			0	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSIO	N WITH EXPLANATION	
	er of Parcels T	hat Have	Been Ac	quired					
Signed									
Signed	mnation ROE								
	/ Comments	(Use Ac	lditiona	I Sheet if ne	cessary)				
		LPA R	W Pro	ject Mana	ger		Right of Way Sup	pervisor	
Print	ed Name					Printed Name		Digitally signed by	
Signature						Signature	- ALC	Jennifer K. Cox	
Date						Date		Date: 2025.07.10 08:35:04 -05'00'	
		Righ	nt of W	/ay Directo	or		FHWA		
Print	ed Name			•		Printed Name			
Sig	nature)						
		- A	un of	Simo [rigitally signed by Kelly Divine vate: 2025.07.10 09:21:06 -05'00'	Signature			
l l	Date	- 1				Date			

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KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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\boxtimes	Original		Re-Ce	ertificatio	n	RIGHT OF WAY CERTIFICATION				
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)		
				Meade		FD52 Variou	s Routes	SPR 0020(043)		
PRO.	IECT DESCR	IPTIO	N							
				corder (A	TR) on KY 313 at mile p	oint 14.283 in N	leade County.			
\square	No Additio				· · · · · · · · · · · · · · · · · · ·					
Const						The right of way w	as acquired in accorda	ance to FHWA regulations		
unde	r the Uniforr	n Relo	cation A	Assistance	and Real Property Acquis	sitions Policy Act o	of 1970, as amended. N	No additional right of way or		
reloc	ation assista	nce we	ere requ	uired for th	nis project.					
					of Way Required and (-				
					ol of access rights when					
								e may be some improvements		
	_	_	-			•		physical possession and the n paid or deposited with the		
								ailable to displaced persons		
					ance with the provisions	-		madic to displaced persons		
					of Way Required with					
The r	ight of way h	nas not	t been f	ully acquir	ed, the right to occupy a	nd to use all rights	s-of-way required for t	he proper execution of the		
		-				•		n has not been obtained, but		
								s physical possession and right		
	_			-	· · · · · · · · · · · · · · · · · · ·	-	•	e court for most parcels. Just		
Comp					be paid or deposited wit		to AWARD of construc	tion contract		
					of Way Required with			and a still being a compant.		
	-	_			use of a few remaining pent housing made availab		•	arcels still have occupants. All		
				-	_			necessary right of way will not		
								paid or deposited with the		
				-	ng. KYTC will fully meet a	-	•	·		
	-				all acquisitions, relocation	•				
AWA	RD of the co	nstruc	tion cor	ntract or fo	rce account construction	ı .				
	lumber of Parc			0	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSIO	N WITH EXPLANATION		
	er of Parcels Th	at Have	Been Ac	quired						
Signed				0						
Signed	mnation ROF			0						
		(Text is	limited	. Use additi	onal sheet if necessary.)					
					T					
		LPA R	W Pro	ject Mana	iger		Right of Way Su	pervisor		
Printed Name						Printed Name	Mi	chael H Price/		
Sig	gnature					Signature	Mu	had their		
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		Righ	nt of W	ay Direct	or		FHWA			
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Sig	nature	د د	1 1		Digitally signed by Kelly Divine	Signature				
	Date		un A	Ome	Date: 2025.07.16 13:56:25 05'00'	Date				

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Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

KENTUCKY TRANSPORTATION CABINET

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Nelson FD52 Various Routes SPR 0020(043)	\boxtimes	Original		Re-Ce	rtificatio	ation RIGHT OF WAY CERTIFICATION					
Install Automated Traffic Recorder (ATR) on KY 245 at mile point 2.583 in Nelson County. No Additional Right of Way Required Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project. Condition #1 (Additional Right of Way Required and Cleared) All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive. Condition #2 (Additional Right of Way Required with Exception) The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation has been paid or deposited with the court for most parcels suil be paid or deposited with the court for to AWARD of construction contract Condition #2 (Additional Right		ITEM :	#			COUNTY	PROJE	ROJECT # (STATE) PROJECT # (FEDERAL)			
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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 0 Condemnation Signed ROE 0 Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor		-	_	-	-	= :					
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 0 Condemnation Signed ROE 0 Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor					-	_					
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 0 Condemnation Signed ROE 0 Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor											
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 0 Condemnation Signed ROE 0 Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor					-		=	:			
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 0 Condemnation Signed ROE 0 Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor											
Number of Parcels That Have Been Acquired Signed Deed 0 Condemnation Signed ROE 0 Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor							, , ,	S .	·		
Signed Deed Condemnation Signed ROE Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor	Total N	lumber of Parce	els on Pr	oject	0	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSIO	N WITH EXPLANATION		
Condemnation Signed ROE Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor	Numbe	er of Parcels Th	at Have	Been Acc	uired						
Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor	Signed	Deed			0						
Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor											
LPA RW Project Manager Right of Way Supervisor			/T#:-	linaite d							
Drived Manya	notes	/ Comments	lext is	iimitea.	Use addition	onal sneet if necessary.)					
Drived Manya											
Drived Manya											
Drived Manya											
Drived Manya			ΙDΛ D	M/ Proi	oct Mana	ger		Pight of Way Su			
THILLEGINGHE MICHAEL HURICA //	Printed Name Printed Name					, , , ,	/				
Signature Signature Michael H Price								W.	Indel (Frige)		
Date Date 7/14/25								1 (600	7/14/25		
Right of Way Director FHWA			Righ	nt of W	av Directo	or		FHWA	-11		
Printed Name Printed Name	Printed Name										
Signature Digitally signed by Kelly Divine Signature	Sig	nature		7 1							
Date Date: 2025.07.16 13.53:19 -05'00' Date		Date	-X	un A	Jane -E	Pate: 2025.07.16 13:53:19					

VARIOUS COUNTIES SPR_0020(043)

> TEAM..... KENTUCKY. TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

RIGHT OF WAY CERTIFICATION

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Contract ID: 251023

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	Original		Re-C	ertificatio	n	RIGHT C	RIGHT OF WAY CERTIFICATION			
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)		
				Oldham		No: FD52 Va	rious Routes	SPR 0020(043)		
PROJ	IECT DESCI	RIPTIO	N			•				
Insta	II Automat	ed Tra	ffic Re	corder (A	TR) on KY 393 at mile _l	point 2.151 in Old	dham County.			
X	No Additi						•			
Const			_	-		The right of way w	as acquired in accord	lance to FHWA regulations		
unde	r the Unifor	m Relo	cation .	Assistance	and Real Property Acqui	sitions Policy Act o	of 1970, as amended.	No additional right of way or		
reloca	ation assista	ance we	ere req	uired for th	nis project.					
					of Way Required and	-				
			-	_	rol of access rights when		•			
-				=	-			re may be some improvements		
	_	_	-		· ·	•		s physical possession and the		
_		_			•		•	en paid or deposited with the		
								ailable to displaced persons		
aueq					ance with the provisions of Way Required with		WA directive.			
The ri		•					s-of-way required for	the proper execution of the		
								on has not been obtained, but		
		-		-		•		as physical possession and right		
								ne court for most parcels. Just		
		_		-	be paid or deposited wi	•				
	Condition	1 # 3 (<i>A</i>	Additio	nal Right	of Way Required with	n Exception)				
The a	cquisition c	r right	of occu	pancy and	use of a few remaining	parcels are not cor	nplete and/or some p	parcels still have occupants. All		
rema	ining occup	ants ha	ve had	replaceme	ent housing made availal	ole to them in acco	rdance with 49 CFR 2	4.204. KYTC is hereby		
								e necessary right of way will not		
				-		-	•	paid or deposited with the		
	-					•		635.309(c)(3) and 49 CFR		
					all acquisitions, relocation		ents after bid letting a	and prior to		
	lumber of Pard			ntract or to	orce account construction EXCEPTION (S) Parcel #		PATED DATE OF POSSESSI	ON WITH EYEI ANATION		
	er of Parcels T			quired	EXCEPTION (3) Parcer#	ANTICI	PATED DATE OF POSSESSI	ON WITH EXPLANATION		
Signed			Dec. 1710	- I						
	mnation									
Signed	ROE									
Notes	/ Comments	(<u>Text is</u>	limited	. Use additi	onal sheet if necessary.)					
5	1.51	LPA R	W Pro	ject Mana	ager	D	Right of Way Su	ipervisor		
	ed Name					Printed Name				
Sig	nature					Signature	Tom Boykin Digita	lly signed by Tom Boykin 2025.07.09 11:44:19 -04'00'		
	Date					Date				
		Righ	nt of W	/ay Direct	or		FHWA			
Print	ed Name					Printed Name				
Sig	nature	ار	1 1		Digitally signed by Kelly Divine	Signature				
	Date	The state of the s	un A	Omo	-05'00'	Date				

Contract ID: 251023 Page 100 of 143



KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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	Original		Re-C	ertificatio	n	RIGHT O	F WAY CERTIFICATI	ON
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
n/a				Madison		FD52 Variou	s Routes	SPR 0020 (043)
PROJ	ECT DESC	RIPTIO	N			·		
Instal	II Automa	ted Tra	ffic Re	corder (A	ΓR) on KY 2878 at mile μ	ooint 0.369 in M	ladison Co. Installat	ion will be in existing.
\boxtimes	No Additi	ional Ri	ight o	f Way Req	uired			
			_			he right of way w	as acquired in accord	ance to FHWA regulations
under	the Unifor	rm Relo	cation	Assistance	and Real Property Acquis	tions Policy Act o	of 1970, as amended. I	No additional right of way or
reloca	tion assist	ance we	re req	uired for th	nis project.			
					of Way Required and C	•		
			-	_	ol of access rights when a	• •	•	
-				=		·		e may be some improvements physical possession and the
	_	_	-		· ·	•		en paid or deposited with the
_		_					-	ailable to displaced persons
					ance with the provisions o	-		
	Condition	n # 2 (A	dditio	nal Right	of Way Required with	Exception)		
	• .					_		he proper execution of the
		-		-		•		n has not been obtained, but
								s physical possession and right
		_		-	be paid or deposited with	•	•	e court for most parcels. Just
					of Way Required with			tion contract
The a		-				• •	nplete and/or some pa	arcels still have occupants. All
	-	_			ent housing made availabl		•	
reque	sting autho	orization	to ad	vertise this	project for bids and to pr	oceed with bid le	tting even though the	necessary right of way will not
	-			-		-		paid or deposited with the
	-				ng. KYTC will fully meet al	•		
					all acquisitions, relocation arce account construction		ents after bid letting a	na prior to
	umber of Par			0	EXCEPTION (S) Parcel #		PATED DATE OF POSSESSION	ON WITH EXPLANATION
	er of Parcels T							
Signed	Deed			0				
	nnation			0				
Signed		(Tavt is	limiter	1 Use additi	onal sheet if necessary.)			
Notes	Comments	(ICALIS	mmee	<u>.</u> . 03c additi	onar sneet ir necessary.,			
		LPA R	W Pro	ject Mana	ger		Right of Way Su	pervisor
Print	ed Name					Printed Name		Digitally signed by Cecil D.
Sig	nature					Signature	690	Smith Date: 2025.07.14 09:15:10
[Date					Date	- (-04'00'
		Righ	t of W	Vay Directo	or		FHWA	
Printed Name						Printed Name		
	nature	1	1 1	11 0	2025.07.14			
		1	full	Hele	12:56:48 -04'00'	Signature		
[Date	000	1			Date		

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KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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	Original		Re-C	ertificatio	n	RIGHT C	OF WAY CERTIFICATION	ON		
	ITEM # COUNTY				COUNTY	PROJE	ECT # (STATE)	PROJECT # (FEDERAL)		
n/a				Montgor	nery	FD52 Various Routes SPR 0020 (043)				
PROJ	ECT DESC	RIPTIO	N							
Insta	II Automa	ted Tra	ffic Re	corder (A	TR) on KY 1991 at mile	point 0.797 in N	Montgomery Co. Insta	allation will be in existing.		
\boxtimes	No Additi	ional R	ight of	f Way Req	uired					
Const	ruction wil	l be wit	hin the	limits of th	ne existing right of way.	The right of way w	vas acquired in accorda	ance to FHWA regulations		
						sitions Policy Act o	of 1970, as amended. N	No additional right of way or		
reloca	ation assist		<u> </u>		· ·	al 1)				
					of Way Required and	•				
			-	_	ol of access rights when			g legal and physical emprovements		
-					-			physical possession and the		
	_	_	-		· ·	•		n paid or deposited with the		
								illable to displaced persons		
					ance with the provisions	-				
	Condition	n # 2 (A	dditio	nal Right	of Way Required with	Exception)				
The r	ight of way	has not	been	fully acquir	ed, the right to occupy a	nd to use all rights	s-of-way required for t	he proper execution of the		
		-		-		•		n has not been obtained, but		
_	-					-		s physical possession and right		
		_		-	- -	•	•	e court for most parcels. Just		
Comp		•			be paid or deposited wit	·	to AWARD of construct	tion contract		
Thoa					of Way Required with		mploto and/or some no	preals still have assuments. All		
	-	_			ent housing made availab			arcels still have occupants. All		
								necessary right of way will not		
								paid or deposited with the		
				-	ng. KYTC will fully meet a		·	- 1		
	-				all acquisitions, relocation	•				
AWA	RD of the co	onstruc	tion co	ntract or fo	rce account construction	۱.				
Total N	lumber of Par	cels on Pr	oject	0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION				
	er of Parcels T	hat Have	Been Ad	quired						
Signed				0						
Signed	mnation ROF			0						
		(Text is	limited		onal sheet if necessary.)					
		•		=	• •					
		LPA R	W Pro	ject Mana	ger		Right of Way Su	pervisor		
Printed Name						Printed Name		Digitally signed by Cecil D.		
Signature						Signature	and	Smith Date: 2025.07.14 09:15:45		
Date						Date		-04'00'		
Right of Way Director							FHWA			
Print	ed Name					Printed Name				
Sie	nature	1	/ 1	11 0	2025.07.14 					
	Date	(W	tule	tale	12:59:44 -04'00'	Signature				
	Date	-				Date	1			

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KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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\boxtimes	Original		Re-C	ertificatio	n	RIGHT C	F WAY CERTIFICATI	ON		
	ITEM	#			COUNTY	PROJE	ECT # (STATE)	PROJECT # (FEDERAL)		
n/a				Clark		FD52 Various Routes SPR 0020 (043)				
PROJ	ECT DESC	RIPTIO	N							
Insta	II Automa	ted Tra	ffic Re	corder (A	TR) on US 60 at mile p	oint 7.341 in Cla	rk Co. Installation w	ill be in existing right of way		
\boxtimes	No Addit	ional Ri	ight o	f Way Req	uired					
Const			_			The right of way v	vas acquired in accorda	ance to FHWA regulations		
under	the Unifor	m Relo	cation	Assistance	and Real Property Acquis	sitions Policy Act o	of 1970, as amended. N	No additional right of way or		
reloca	ation assist	ance we	re req	uired for th	is project.					
					of Way Required and	•				
			-	_	ol of access rights when		•			
								e may be some improvements		
								physical possession and the n paid or deposited with the		
								ailable to displaced persons		
					ance with the provisions			and ble to displaced persons		
					of Way Required with					
The ri	ght of way	has not	been	fully acquir	ed, the right to occupy a	nd to use all right:	s-of-way required for t	he proper execution of the		
proje	ct has beer	acquire	ed. Sor	me parcels i	may be pending in court	and on other pard	cels full legal possessio	n has not been obtained, but		
_					-	•		s physical possession and right		
		•		•	•	•	•	e court for most parcels. Just		
Comp					be paid or deposited wit		to AWARD of construc	tion contract		
					of Way Required with					
	-	_		-			· ·	arcels still have occupants. All		
				-	nt housing made availab			necessary right of way will not		
								paid or deposited with the		
				•	ng. KYTC will fully meet a	-	·	•		
					all acquisitions, relocation					
					rce account construction		_	•		
Total N	umber of Par	cels on Pr	oject	0	EXCEPTION (S) Parcel #	ANTIC	PATED DATE OF POSSESSIO	N WITH EXPLANATION		
	er of Parcels T	hat Have	Been A	cquired						
Signed				0						
Signed	nnation			0						
		(Text is	limited		onal sheet if necessary.)					
•		`		_	• •					
		LPA R	W Pro	ject Mana	ger		Right of Way Su	pervisor		
Print	ed Name					Printed Name		Digitally signed by Cecil D.		
Sig	nature					Signature	690	Smith Date: 2025.07.14 09:13:46		
[Date					Date		-04'00'		
		Righ	t of V	Vay Direct	or	FHWA				
Printed Name						Printed Name				
Sig	nature	11	1. 1	110	2025.07.14 	Signature				
	Date	-W	tule	Hele	11:51:52 -04'00'					
	- 310					Date	1			

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KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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\boxtimes	Original		Re-Ce	ertificatio	tification RIGHT OF WAY CERTIFICATION					
	ITEM	1# COUNTY				PROJE	ECT # (STATE)	PROJECT # (FEDERAL)		
n/a				Boyle		FD52 Variou	s Routes	SPR 0020 (043)		
PRO.	JECT DESC	RIPTIO	N							
Insta	ıll Automa	ted Tra	offic Red	corder (A	TR) on KY 37 at mile po	oint 15.8889 in B	oyle Co. Installation	will be in existing.		
\square	No Additi	onal R	ight of	Way Red	ıuired		•			
Cons				-		The right of way v	vas acquired in accorda	ance to FHWA regulations		
unde	r the Unifor	m Relo	cation A	Assistance	and Real Property Acqui	sitions Policy Act	of 1970, as amended. N	lo additional right of way or		
reloc	ation assist	ance w	ere requ	ired for th	nis project.					
					of Way Required and	<u> </u>				
			-	_	rol of access rights when	• •				
				-	-			e may be some improvements		
	_	_	-		· · · · · · · · · · · · · · · · · · ·	•		physical possession and the		
								n paid or deposited with the illable to displaced persons		
					ance with the provisions			mable to displaced persons		
					of Way Required with					
The r		•					s-of-way required for t	he proper execution of the		
						_	•	n has not been obtained, but		
right	of entry ha	s been	obtaine	d, the occi	upants of all lands and in	nprovements have	vacated, and KYTC ha	s physical possession and right		
								e court for most parcels. Just		
Com					be paid or deposited wi		to AWARD of construct	tion contract		
		-			of Way Required with					
	-	_						arcels still have occupants. All		
				-	ent housing made availab					
								necessary right of way will not paid or deposited with the		
								35.309(c)(3) and 49 CFR		
	-				all acquisitions, relocation	•				
					orce account constructio		J	·		
Total N	Number of Par	cels on P	roject	0	EXCEPTION (S) Parcel #	ANTIC	PATED DATE OF POSSESSIO	N WITH EXPLANATION		
Numb	er of Parcels T	hat Have	Been Acc	quired						
Signed				0						
Conde Signed	mnation			0						
		(Text is	limited.	U	onal sheet if necessary.)					
		•			• •					
LPA RW Project Manager							Right of Way Su	pervisor		
Printed Name						Printed Name		Digitally signed by Cecil D.		
Signature						Signature	690	Smith _Date: 2025.07.14 09:13:08		
Date						Date: 2025.07.14 09:13:0				
		Rig	ht of W	ay Direct	or		FHWA			
Printed Name					Printed Name					
Sig	Signature 2025.07			2025.07.14	Signature					
	Date	-M	me	Rule	11:49:45 -04'00' 	Date				

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KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

RIGHT OF WAY CERTIFICATION

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X	Original		Re-Ce	rtificatio	n	RIGHT C	F WAY CERTIFICATI	ON	
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)	
				Cumberla	and	FD52 Variou	s Routes	SPR 0020 (043)	
PRO	JECT DESC	RIPTIO	N						
Insta	all Automa	ted Tra	ffic Rec	order (Al	TR) on KY 61 at mile po	oint 13.555 in Cur	nberland County.		
\boxtimes	No Addit	ional R	light of	Way Req	uired				
l .							· · · · · · · · · · · · · · · · · · ·	ance to FHWA regulations	
						isitions Policy Act o	f 1970, as amended. N	lo additional right of way or	
reloc	ation assist					Classed			
		•			of Way Required and ol of access rights wher	-	oon acquired includin	a logal and physical	
			-	_	=		-	e may be some improvements	
l .								physical possession and the	
	_	_	-			•		n paid or deposited with the	
l .								ailable to displaced persons	
adeq					nce with the provisions		/A directive.		
					of Way Required with	•			
						_	•	he proper execution of the	
		-		-		•		n 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								
l .		•		•	be paid or deposited wi	•	•	•	
					of Way Required witl				
The a							nplete and/or some pa	arcels still have occupants. All	
l .				-	nt housing made availa				
l .								necessary right of way will not	
l .						-	-	paid or deposited with the	
	-				_	-		35.309(c)(3) and 49 CFR	
l .		-		•	all acquisitions, relocations account construction	• •	ents after bid letting a	nd prior to	
	Number of Par			0	EXCEPTION (S) Parcel #		PATED DATE OF POSSESSIO	N WITH EXPLANATION	
	er of Parcels T								
	d Deed								
Conde	emnation								
Signed		/Tax+*	ال مانمونا و	Hen addis	anal chaot if massassin '				
ivotes	s/ comments	(<u>rext is</u>	<u>ıımıted</u> .	ose additio	onal sheet if necessary.)				
		LPA F	RW Proj	ect Mana	ger		Right of Way Su	pervisor	
Prin	ted Name				-	Printed Name	- ,	Jeff Ray	
Sig	gnature					Signature	A.	2025.07.09 15:58:15	
	Date					Date	Many	-04'00'	
		Rig	ht of W	ay Directo	or		FHWA		
Printed Name					2025 07 00	Printed Name			
Signature //// // // //				110	2025.07.09	Signature			
	Date	-W	me	evelle	23:06:05 -04'00	Date			
L							l .		

Date

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KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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	RIGHT OF WAY CERTIFICATION										
\boxtimes	Original		Re-Cer	tification	ı	RIGHT OF WAY CERTIFICATION					
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)			
			ſ	McCreary	/	FD52 Variou	s Routes	SPR 0020 (043)			
PROJECT DESCRIPTION						1					
Insta	all Automat	ed Tra	ffic Reco	order (AT	R) on KY 2792 at mile	point 0.129 in M	cCreary County.				
\times	No Addition			-	<u> </u>	•					
					The right of way w	vas acquired in accord	ance to FHWA regulations				
						isitions Policy Act of 1970, as amended. No additional right of way or					
reloc	relocation assistance were required for this project.										
	Condition # 1 (Additional Right of Way Required and Cleared)										
			-	_	ol of access rights wher		•				
-				-	-			e may be some improvements			
	-	_	•		•	•	·	physical possession and the			
_	-	-			•		•	en paid or deposited with the			
					nce with the provisions			ailable to displaced persons			
aueu					of Way Required with		A directive.				
The					· · ·	• •	s-of-way required for t	the proper execution of the			
						_		in has not been obtained, but			
		•		•		•	• .	s physical possession and right			
_	-				•	•		e court for most parcels. Just			
					oe paid or deposited wi						
	Condition	#3(4	Addition	al Right	of Way Required witl	n Exception)					
The	acquisition o	r right	of occupa	ancy and	use of a few remaining	parcels are not cor	nplete and/or some p	arcels still have occupants. All			
rema	aining occupa	ants ha	ive had re	eplaceme	nt housing made availa	ble to them in acco	ordance with 49 CFR 2	4.204. KYTC is hereby			
								necessary right of way will not			
	-			-		-	•	paid or deposited with the			
	-				_	•		535.309(c)(3) and 49 CFR			
		-	-		all acquisitions, relocati		ents after bid letting a	nd prior to			
	Number of Parc			0	EXCEPTION (S) Parcel #		PATED DATE OF POSSESSION	N WITH FYPI ANATION			
	per of Parcels Th				EXCELLITION (3) Larger #	Aithei	TATES DATE OF TOSSESSIO	THE PARTIES OF THE PA			
	d Deed			1							
	emnation										
Signe											
Note	s/ Comments	(<u>Text is</u>	limited. U	Jse additio	onal sheet if necessary.)						
LPA RW Project Manager						Right of Way Supervisor					
	ted Name					Printed Name		Jeff Ray			
Signature						Signature		2025.07.09 15:57:37			
Date						Date	Date -04'00'				
Right of Way Director						FHWA					
Prin	ted Name	1			0025 07 00	Printed Name					
Si	gnature	11	11. 1.	11 1	2025.07.09	Signature					
	Date	M	me &	rece !	23:04:01 -04'00' 						

Date

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KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

Rev. 01/2016 Page 1 of 1

\boxtimes	Original		Re-C	ertificatio	n	RIGHT OF WAY CERTIFICATION				
ITEM #					COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)		
				Greenup		FD52 Variou	s Routes	SPR0020(043)		
PROJ	ECT DESCI	RIPTIO	N			.		,		
Insta	ll Automat	ed Tra	ffic Re	corder (AT	R) on KY 693 at mile p	point 1.869 in Gr	eenup County			
	No Additional Right of Way Required									
Const	ruction will	be wit	hin the	limits of th	e existing right of way.	The right of way w	as acquired in accorda	ance to FHWA regulations		
	under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.									
	Condition # 1 (Additional Right of Way Required and Cleared)									
All ne	All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical									
			-	_	_		•	e may be some improvements		
				-	-			physical possession and the		
	_	_	-		· ·	er on all land. Just Compensation has been paid or deposited with the				
court	. All relocat	ions ha	ve bee	n relocated	to decent, safe, and sar	nitary housing or th	nat KYTC has made ava	ilable to displaced persons		
adequ	uate replace	ement l	nousing	g in accorda	nce with the provisions	of the current FH\	WA directive.			
	Condition	# 2 (A	dditio	nal Right	of Way Required with	Exception)				
The ri	ght of way	has not	been	fully acquire	ed, the right to occupy a	nd to use all rights	s-of-way required for t	he proper execution of the		
-		-		-		•		n has not been obtained, but		
_	-					•		s physical possession and right		
		_		-		•		e court for most parcels. Just		
Comp					be paid or deposited wi	•	o AWARD of construct	tion contract		
Ш					of Way Required with	•				
	-	_		-				arcels still have occupants. All		
					nt housing made availab					
								necessary right of way will not		
								paid or deposited with the		
	-				=	•		35.309(c)(3) and 49 CFR		
					all acquisitions, relocations relocations rce account constructions.		ents after blu letting af	ומ אווסו נס		
	lumber of Pard			Intract of 10	EXCEPTION (S) Parcel #		PATED DATE OF POSSESSIO	N WITH FXPLANATION		
	er of Parcels T			auired	2.02.	7				
Signed				1						
Conde	mnation									
Signed										
Notes	/ Comments	(<u>Text is</u>	limited	l. Use addition	onal sheet if necessary.)					
		LPA R	W Pro	ject Mana	ger	Right of Way Supervisor				
Print	inted Name					Printed Name		Digitally signed by James		
Signature					Signature	2. R. /	Mason Date: 2025.07.17 07:24:34			
Date						Date	911	-04'00'		
Right of Way Director							FHWA			
Printed Name					2025 07 17	Printed Name				
Sig	nature	11)	1, 0	110	2025.07.17	Signature				
	Date	Marie Nale 09:43:49 -04'00				Date				

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KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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\boxtimes	Original		Re-C	Certification RIGHT OF WAY CERTIFICATION							
ITEM #			<u> </u>	COUNTY		PROJE	ECT # (STATE)	PROJECT # (FEDERAL)			
Rowan						FD52 Variou	s Routes	SPR0020(043)			
PROJ	IECT DESC	RIPTIO	N			·					
Insta	II Automa	ted Tra	affic Re	corder (A	TR) on KY 2342 at mile	point 0.173 in R	owan County				
\square	No Additi			<u> </u>							
Const			_	-	•	The right of way v	vas acquired in accorda	ance to FHWA regulations			
under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way											
reloca	relocation assistance were required for this project.										
	Condition # 1 (Additional Right of Way Required and Cleared)										
					rol of access rights when						
								e may be some improvements			
	_	_	-			•		physical possession and the			
								n paid or deposited with the ailable to displaced persons			
					ance with the provisions	-		mable to displaced persons			
\Box					of Way Required with						
The r					, ,		s-of-way required for t	he proper execution of the			
proje	ct has beer	acquir	ed. Sor	ne parcels	may be pending in court	and on other pard	cels full legal possessio	n has not been obtained, but			
								s physical possession and right			
								e court for most parcels. Just			
Comp					be paid or deposited wi		to AWARD of construc	tion contract			
Thora		-			of Way Required with	• •	mulata and lar sama na	proofs still have accurants. All			
	-	_			ent housing made availab			arcels still have occupants. All			
				-	_			necessary right of way will not			
								paid or deposited with the			
								335.309(c)(3) and 49 CFR			
24.10	2(j) and wi	ll expec	dite con	npletion of	all acquisitions, relocation	ons, and full paym	ents after bid letting a	nd prior to			
				ntract or fo	orce account constructio						
	lumber of Par				EXCEPTION (S) Parcel #	ANTIC	PATED DATE OF POSSESSIO	N WITH EXPLANATION			
	er of Parcels T	hat Have	Been A	quired							
Signed	mnation										
Signed											
Notes	/ Comments	(<u>Text</u> is	s limited	l. Use additi	onal sheet if necessary.)						
<u> </u>	1.01	LPA F	RW Pro	ject Mana	ager	Right of Way Supervisor					
Print	ed Name					Printed Name		Digitally signed by James Mason			
Sig	gnature					Signature	21k.1/	Date: 2025.07.17 07:22:43			
Date						Date -04'00'					
Right of Way Director						FHWA					
Printed Name			20	2025.07.17		Printed Name					
Sig	nature	11	1, 1	UANGL	09:45:35	Signature					
	Date	-M	me	Rule	-04'00'	Date					

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KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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	Original		Re-C	Certification RIGHT OF WAY CERTIFICATION							
ITEM #				COUNTY		PROJE	CT # (STATE)	PROJECT # (FEDERAL)			
10-N/A				Morgan		FD52 Variou	s Routes	SPR 0020(043)			
PROJ	ECT DESC	RIPTIO	N			·					
Insta	I ATR on I	of way.									
	Install ATR on US 460 at mile point 17.093 in Morgan County Installation will be in existing right of way. 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 regulation											
under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or											
	relocation assistance were required for this project.										
	Condition # 1 (Additional Right of Way Required and Cleared)										
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvement											
-				-	-			s physical possession and the			
	_	_	-		-	•		en paid or deposited with the			
_		_			•		· · · · · ·	railable to displaced persons			
					nce with the provisions						
	Conditio	n # 2 (A	dditio	nal Right o	of Way Required with	Exception)					
						_		the proper execution of the			
		-		•		•		on has not been obtained, but			
_	-				•	•		as physical possession and right			
		_		-		•	•	ne court for most parcels. Just			
Comp					be paid or deposited with		O AWARD OF CONSTRUC	Lion contract			
The a	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										
	-	_			nt housing made availab		•				
				-	_			e necessary right of way will not			
								paid or deposited with the			
	-				-	•		635.309(c)(3) and 49 CFR			
					all acquisitions, relocation		ents after bid letting a	and prior to			
				ntract or for	rce account construction		PATED DATE OF POSSESSI	ON WITH EVELANATION			
	umber of Parer of Parer of Parcels 1			rauirod	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSI	ON WITH EXPLANATION			
Signed		nat nave	Deen A	iquireu	+						
	nnation										
Signed											
Notes,	/ Comment	s (<u>Text is</u>	limited	d. Use addition	onal sheet if necessary.)						
		ΙDΛ D	\M/ Dro	vioct Mana	ger	Right of Way Supervisor					
LPA RW Project Manager Printed Name						Printed Name	1	•			
	nature				+	Signature		dgar Raleigh II			
							Edgar Raleigh II	Digitally signed by Edgar Raleigh II Date: 2025.07.16 18:08:55 -04'00'			
Date Right of Way Director						Date 7/16/2025					
De:+	ad Nassa	кıgr	it ot v	vay Directo	10	FHWA					
	ed Name	1	,		025.07.17	Printed Name					
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Date			ne	x kell U	'8:56:42 -04'00'	Date					

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KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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RIGHT OF WAY CERTIFICATION

	Original		Re-C	ertification		RIGHT O	HT OF WAY CERTIFICATION								
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)							
				Knox		FD52 Variou	s Routes	SPR 0020(043)							
Note															
Insta	II Automa	ted Tra	ffic Re	corder (ATR	R) on KY 830 at mile p	oint 4.642 in Kr	ox County. Installat	ion will be in existing right							
\boxtimes	No Additi	ional Ri	ight o	f Way Requi	ired										
			_			he right of way w	as acquired in accord	ance to FHWA regulations							
						itions Policy Act o	of 1970, as amended. I	No additional right of way or							
					· · · · · · · · · · · · · · · · · · ·										
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adequ	uate replac	ement h	ousin	g in accordan	ce with the provisions of	of the current FHV	VA directive.								
		•													
						_	• •								
		•		•		•	• .	-							
		_		-		•	•								
ПÌ															
The a	ITEM # COUNTY PROJECT # (STATE) PROJECT # (FEDERAL) Knox FDS Various Routes SPR 0020(043) PROJECT DESCRIPTION Install Automated Traffic Recorder (ATR) on KY 830 at mile point 4.642 in Knox County. Installation will be in existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project. ☐ Condition # 1 (Additional Right of Way Required and Cleared) All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of case 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 reclocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive. ☐ Condition # 2 (Additional Right of Way Required with Exception) The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has 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 the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has been obtained. ☐ Condition # 2 (Additional R														
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	-			•		-	·	· · · · · · · · · · · · · · · · · · ·							
	-			_	•	•									
							ents after bla letting a	na prior to							
							PATED DATE OF POSSESSIC	ON WITH EXPLANATION							
Numbe	er of Parcels T	hat Have	Been A	cquired											
		(Text is	limited	d. Use addition	nal sheet if necessary.)										
				_	• •										
		LPA R	W Pro	ject Manag	er		Right of Way Su	pervisor							
Print	ed Name					Printed Name	(areg Combs							
Sig	nature					Signature	Grad Com	Digitally signed by Greg Combs							
[Date					Date	Grey Com	Date: 2025.07.09 07:56:37 -04'00'							
		Righ	t of V	Vay Director			FHWA								
Print	ed Name		The state of the s	-	225.07.4.2	Printed Name									
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	Jace		*			Date									

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KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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RIGHT OF WAY CERTIFICATION

	Original		Re-C	ertificatio	n	RIGHT C	F WAY CERTIFICATION	ON		
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)		
n/a				Woodfor	⁻ d	FD52 Variou	s Routes	SPR 0020 (043)		
PROJ	IECT DESC	RIPTIO	N							
Insta	II Automa	ted Tra	ffic Re	corder (A	TR) on KY 2113 at mile	point 1.563 in \	Woodford Co. Installa	ation will be in existing.		
\boxtimes	No Additi	ional R	ight of	f Way Req	uired					
Const	truction wil	l be wit	hin the	limits of th	ne existing right of way.	The right of way w	as acquired in accorda	ance to FHWA regulations		
						sitions Policy Act o	of 1970, as amended. N	Io additional right of way or		
reloca	ation assist		<u> </u>			"				
					of Way Required and	•				
			-	_	ol of access rights when					
-				-	-			may be some improvements physical possession and the		
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								ilable to displaced persons		
					ance with the provisions			madic to displaced persons		
					of Way Required with					
The r	ight of way	has not	been	fully acquir	ed, the right to occupy a	nd to use all right:	s-of-way required for t	he proper execution of the		
proje	ct has been	acquir	ed. Sor	ne parcels i	may be pending in court	and on other pard	els full legal possession	n 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										
Comp		•				•	to AWARD of construct	cion contract		
					of Way Required with		1.1	1 1111		
	=	_						arcels still have occupants. All		
					ent housing made availab			necessary right of way will not		
								paid or deposited with the		
				-	ng. KYTC will fully meet a	-	•			
	-				all acquisitions, relocation	•				
					orce account construction					
	lumber of Par			0	EXCEPTION (S) Parcel #		PATED DATE OF POSSESSIO	N WITH EXPLANATION		
Numb	er of Parcels T	hat Have	Been Ad	quired						
Signed				0						
	mnation			0						
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Notes	, comments	(ICAL IS	mmee	. Osc additi	onar sneet ir necessary.,					
		LPA R	W Pro	ject Mana	iger		Right of Way Su	pervisor		
Print	ed Name			,	0-	Printed Name		Digitally signed by Cecil D.		
Sig	gnature					Signature	Com	—— Smith Date: 2025.07.14 09:16:19		
	Date					Date		-04'00'		
		Righ	nt of W	/ay Directo	or		FHWA			
Print	ed Name					Printed Name				
Sie	nature	1	/ 1	11 0	2025.07.14 					
		(All	full	thele	13:01:25 -04'00'	Signature				
	Date					Date				

UTILITIES AND RAIL CERTIFICATION NOTE

Various Counties – SPR 0020(043)

FD52 Various Routes

Project Location & Brief Description (Installation of Automated Traffic recorders Statewide)

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.

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UTILITIES AND RAIL CERTIFICATION NOTE

Various Counties – SPR 0020(043)

FD52 Various Routes

Project Location & Brief Description (Installation of Automated Traffic recorders Statewide)

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

There are no known utility relocations within the project limits. If an unknown utility is encountered, the contractor will be responsible for arranging an on-site meeting with the utility owner/representative(s) and the Engineer to discuss potential impacts and solutions to either avoid the utility or relocate the utility. Depending on the solution selected, the Engineer will determine whether or not additional contract time is appropriate.

The Contractor is fully responsible for protection of all utilities encountered

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

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

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

SUPPLEMENTAL SPECIFICATIONS

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

1I

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

1**I**

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

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

*Insert numerals as directed by the Engineer.

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

2.3 Power.

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

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

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

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

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

1I

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

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

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 - Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- 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
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

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

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

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

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

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

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

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

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

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

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

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
 - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is used in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to \$\overline{DBAconformance@dol.gov}\$. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
 - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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

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

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

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- **10. Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of <u>40 U.S.C. 3144(b)</u> or § 5.12(a).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient of Federal
 funds and a participant (such as the prime or general contract).
 "Lower Tier Covered Transactions" refers to any covered
 transaction under a First Tier Covered Transaction (such as
 subcontracts). "First Tier Participant" refers to the participant
 who has entered into a covered transaction with a recipient or
 subrecipient of Federal funds (such as the prime or general
 contractor). "Lower Tier Participant" refers any participant who
 has entered into a covered transaction with a First Tier
 Participant or other Lower Tier Participants (such as
 subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 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.

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3. Instructions for Certification - Lower Tier Participants:

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

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

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

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

A present or former public servant listed in KRS 11A.010(9)(a) to (g) shall not, within one (1) year following termination of his or her office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of one (1) year, he or she personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his or her tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: March 11, 2025

PART IV

BID ITEMS

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PROPOSAL BID ITEMS

251023

Report Date 7/24/25

251023

Section: 0001 - TRAFFIC LOOPS-BOYLE KY 37

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0020	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
0030	04795		CONDUIT-2 IN	15.00	LF		\$	
0040	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
0050	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
0060	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
0070	04830		LOOP WIRE	900.00	LF		\$	
0800	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
0090	04895		LOOP SAW SLOT AND FILL	180.00	LF		\$	
0100	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
0110	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0002 - TRAFFIC LOOPS-CHRISTIAN KY 117

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0120	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0130	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
0140	04795		CONDUIT-2 IN	15.00	LF		\$	
0150	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
0160	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
0170	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
0180	04830		LOOP WIRE	900.00	LF		\$	
0190	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
0200	04895		LOOP SAW SLOT AND FILL	180.00	LF		\$	
0210	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
0220	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0003 - TRAFFIC LOOPS-CLARK US 60

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0230	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0240	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
0250	04795		CONDUIT-2 IN	255.00	LF		\$	
0260	04799		CONDUIT-4 IN	1.00	LF		\$	
0270	04811		ELECTRICAL JUNCTION BOX TYPE B	2.00	EACH		\$	
0280	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
0290	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
0300	04830		LOOP WIRE	900.00	LF		\$	
0310	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
0320	04960		REMOVE AND REPLACE SIDEWALK	2.00	SQYD		\$	

VARIOUS COUNTIES

251023

SPR 0020(043)

PROPOSAL BID ITEMS

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Contract ID: 251023

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Report Date 7/24/25

Section: 0004 - TRAFFIC LOOPS-CUMBERLAND KY 61

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0330	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0340	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
0350	04795		CONDUIT-2 IN	15.00	LF		\$	
0360	04811		ELECTRICAL JUNCTION BOX TYPE B	2.00	EACH		\$	
0370	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
0380	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
0390	04830		LOOP WIRE	1,200.00	LF		\$	
0400	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
0410	04895		LOOP SAW SLOT AND FILL	230.00	LF		\$	
0420	04899		ELECTRICAL SERVICE	1.00	EACH		\$	

Section: 0005 - TRAFFIC LOOPS-GREENUP KY 693

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0430	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0440	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
0450	04795		CONDUIT-2 IN	15.00	LF		\$	
0460	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
0470	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
0480	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
0490	04830		LOOP WIRE	900.00	LF		\$	
0500	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
0510	04895		LOOP SAW SLOT AND FILL	180.00	LF		\$	
0520	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
0530	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0006 - TRAFFIC LOOPS-JESSAMINE KY 3374

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0540	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0550	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
0560	04795		CONDUIT-2 IN	15.00	LF		\$	
0570	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
0580	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
0590	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
0600	04830		LOOP WIRE	900.00	LF		\$	
0610	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
0620	04895		LOOP SAW SLOT AND FILL	175.00	LF		\$	
0630	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
0640	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0007 - TRAFFIC LOOPS-KNOX KY 830

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0650	02650		MAINTAIN & CONTROL TRAFFIC	1.00	L	S	\$	

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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0660	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
0670	04795		CONDUIT-2 IN	15.00	LF		\$	
0680	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
0690	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
0700	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
0710	04830		LOOP WIRE	900.00	LF		\$	
0720	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
0730	04895		LOOP SAW SLOT AND FILL	175.00	LF		\$	
0740	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
0750	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0008 - TRAFFIC LOOPS-LAUREL KY 1956

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0760	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0770	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
0780	04795		CONDUIT-2 IN	15.00	LF		\$	
0790	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
0800	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
0810	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
0820	04830		LOOP WIRE	900.00	LF		\$	
0830	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
0840	04895		LOOP SAW SLOT AND FILL	180.00	LF		\$	
0850	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
0860	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0009 - TRAFFIC LOOPS-MADISON KY 2878

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0870	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0880	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
0890	04795		CONDUIT-2 IN	15.00	LF		\$	
0900	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
0910	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
0920	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
0930	04830		LOOP WIRE	900.00	LF		\$	
0940	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
0950	04895		LOOP SAW SLOT AND FILL	180.00	LF		\$	
0960	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
0970	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0010 - TRAFFIC LOOPS-MCCREARY KY 2792

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0980	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0990	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1000	04795		CONDUIT-2 IN	15.00	LF		\$	
1010	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
1020	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
1030	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
1040	04830		LOOP WIRE	900.00	LF		\$	
1050	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
1060	04895		LOOP SAW SLOT AND FILL	180.00	LF		\$	
1070	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
1080	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0011 - TRAFFIC LOOPS-MEADE KY 313

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1090	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
1100	04793		CONDUIT-1 1/4 IN	40.00	LF		\$	
1110	04795		CONDUIT-2 IN	50.00	LF		\$	
1120	04820		TRENCHING AND BACKFILLING	85.00	LF		\$	
1130	04829		PIEZOELECTRIC SENSOR	8.00	EACH		\$	
1140	04830		LOOP WIRE	3,000.00	LF		\$	
1150	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
1160	04895		LOOP SAW SLOT AND FILL	520.00	LF		\$	
1170	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
1180	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH		\$	

Section: 0012 - TRAFFIC LOOPS-MONTGOMERY KY 1991

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1190	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
1200	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
1210	04795		CONDUIT-2 IN	15.00	LF		\$	
1220	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
1230	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
1240	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
1250	04830		LOOP WIRE	900.00	LF		\$	
1260	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
1270	04895		LOOP SAW SLOT AND FILL	175.00	LF		\$	
1280	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
1290	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0013 - TRAFFIC LOOPS-MORGAN US 460

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1300	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
1310	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
1320	04795		CONDUIT-2 IN	15.00	LF		\$	
1330	04811		ELECTRICAL JUNCTION BOX TYPE B	2.00	EACH		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1340	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
1350	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
1360	04830		LOOP WIRE	1,100.00	LF		\$	
1370	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
1380	04895		LOOP SAW SLOT AND FILL	200.00	LF		\$	
1390	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
1400	04960		REMOVE AND REPLACE SIDEWALK	2.00	SQYD		\$	

Section: 0014 - TRAFFIC LOOPS-MUHLENBERG KY 181

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1410	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
1420	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
1430	04795		CONDUIT-2 IN	15.00	LF		\$	
1440	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
1450	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
1460	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
1470	04830		LOOP WIRE	900.00	LF		\$	
1480	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
1490	04895		LOOP SAW SLOT AND FILL	180.00	LF		\$	
1500	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
1510	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0015 - TRAFFIC LOOPS-NELSON KY 245

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1520	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
1530	04793		CONDUIT-1 1/4 IN	40.00	LF		\$	
1540	04795		CONDUIT-2 IN	560.00	LF		\$	
1550	04820		TRENCHING AND BACKFILLING	75.00	LF		\$	
1560	04829		PIEZOELECTRIC SENSOR	8.00	EACH		\$	
1570	04830		LOOP WIRE	2,900.00	LF		\$	
1580	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
1590	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
1600	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH		\$	

Section: 0016 - TRAFFIC LOOPS-OLDHAM KY 393

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1610	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
1620	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
1630	04795		CONDUIT-2 IN	15.00	LF		\$	
1640	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
1650	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
1660	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
1670	04830		LOOP WIRE	900.00	LF		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1680	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
1690	04895		LOOP SAW SLOT AND FILL	180.00	LF		\$	
1700	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
1710	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0017 - TRAFFIC LOOPS-ROWAN KY 2342

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1720	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
1730	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
1740	04795		CONDUIT-2 IN	15.00	LF		\$	
1750	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
1760	04820		TRENCHING AND BACKFILLING	70.00	LF		\$	
1770	04829		PIEZOELECTRIC SENSOR	4.00	EACH		\$	
1780	04830		LOOP WIRE	900.00	LF		\$	
1790	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
1800	04895		LOOP SAW SLOT AND FILL	180.00	LF		\$	
1810	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
1820	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	

Section: 0018 - TRAFFIC LOOPS-WOODFORD KY 2113

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1830	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
1840	04793		CONDUIT-1 1/4 IN	120.00	LF		\$	
1850	04795		CONDUIT-2 IN	60.00	LF		\$	
1860	04811		ELECTRICAL JUNCTION BOX TYPE B	4.00	EACH		\$	
1870	04820		TRENCHING AND BACKFILLING	175.00	LF		\$	
1880	04829		PIEZOELECTRIC SENSOR	8.00	EACH		\$	
1890	04830		LOOP WIRE	3,000.00	LF		\$	
1900	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
1910	04895		LOOP SAW SLOT AND FILL	440.00	LF		\$	
1920	04899		ELECTRICAL SERVICE	1.00	EACH		\$	
1930	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH		\$	
1940	21543EN		BORE AND JACK CONDUIT	90.00	LF		\$	

Section: 0019 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1950	02569		DEMOBILIZATION	1.00	LS		\$	