

CALL NO. 115
CONTRACT ID. 204116
SCOTT COUNTY
FED/STATE PROJECT NUMBER HSIP 4601 (051)
DESCRIPTION MCCLELLAND CIRCLE (US 62)
WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN
PRIMARY COMPLETION DATE 8/31/2020

LETTING DATE: February 21,2020

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN STANDARD TIME February 21,2020. Bids will be publicly announced at 10:00 am EASTERN STANDARD TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 10%

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

TABLE OF CONTENTS

PART I SCOPE OF WORK

- PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES
- CONTRACT NOTES
- FEDERAL CONTRACT NOTES
- NATIONAL HIGHWAY
- ASPHALT MIXTURE
- DGA BASE
- FUEL AND ASPHALT PAY ADJUSTMENT
- COMPACTION OPTION A
- SPECIAL NOTE(S) APPLICABLE TO PROJECT
- LIQUIDATED DAMAGES
- COORDINATION OF WORK WITH OTHER CONTRACTS
- EDGE KEY (BY LINEAR FEET)
- GUARDRAIL
- ASPHALT MILLING AND TEXTURING
- TRAFFIC CONTROL PLAN
- RIGHT OF WAY NOTES
- UTILITY IMPACT & RAIL CERTIFICATION NOTES
- KPDES STORM WATER PERMIT, BMP AND ENOI
- DETAIL SHEET(S)
- GUARDRAIL DELIVERY VERIFICATION SHEET
- SAFETY TYPE BOX INLET

PART II SPECIFICATIONS AND STANDARD DRAWINGS

- SPECIFICATIONS REFERENCE
- SUPPLEMENTAL SPECIFICATION
- [SN-11M] BARCODE LABEL ON PERMANENT SIGNS
- 2016 STANDARD DRAWINGS THAT APPLY
- SHOULDER AND EDGE LINE RUMBLE STRIP DETAILS
- RUMBLE STRIP DETAILS MULTI-LANE ROADWAYS AND RAMPS
- TYPICAL GUARDRAIL INSTALLATIONS
- INSTALLATION OF GUARDRAIL END TREATMENT TYPE I
- STEEL BEAM GUARDRAIL ("W" BEAM)
- STEEL GUARDRAIL POSTS
- GUARDRAIL END TREATMENT TYPE I
- DELINEATORS FOR GUARDRAIL
- GUARDRAIL SYSTEM TRANSITION

PART III EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

- FEDERAL-AID CONSTRUCTION CONTRACTS FHWA 1273
- NONDISCRIMINATION OF EMPLOYEES
- EXECUTIVE BRANCH CODE OF ETHICS
- PROJECT WAGE RATES LOCALITY 3 / FEDERAL
- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO SCOTT

PART IV INSURANCE

PART V BID ITEMS

PART I SCOPE OF WORK

Contract ID: 204116 Page 4 of 186

ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 204116 HSIP 4601 (051) COUNTY - SCOTT

PCN - 0710500622001 HSIP 4601 (051)

MCCLELLAND CIRCLE (US 62) (MP 5.943) INTERSECTION IMPROVEMENTS AT THE INTERSECTION OF US 62 AND HEMINGWAY PLACE (MP 7.693)ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 07-09019.00. GEOGRAPHIC COORDINATES LATITUDE 38:11:17.01 LONGITUDE -84:34:25.00

COMPLETION DATE(S):

COMPLETED BY 08/31/2020

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

SCOTT COUNTY HSIP 4601 (051)

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

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

April 30, 2018

FEDERAL CONTRACT NOTES

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

102.02 Current Rating 102.08 Preparation and Delivery of Proposals

102.13 Irregular Bid Proposals 102.14 Disqualification of Bidders

102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

- 1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2. Whether the bidder provided solicitations through all reasonable and available means;
- 3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with 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 of Civil Rights and Small Business Development to give notification of the bidder's inability to get DBE quotes;
- 5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a <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 of Civil Rights and Small Business Development 6th Floor West 200 Mero Street Frankfort, KY 40622

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

7/19/2019

<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.

SCOTT COUNTY HSIP 4601 (051)

Contract ID: 204116 Page 16 of 186

NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

ASPHALT MIXTURE

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

DGA BASE

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

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

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

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

CAUTION

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

STATIONING

The contractor is advised that the planned locations of work were established from a beginning station number which is STA 108+50, NW of the Hemingway Place Intersection.

LIDAR

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

ON-SITE INSPECTION

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

RIGHT OF WAY LIMITS

The Department has not established the exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer.

CONTROL

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

General Notes & Description of Work Page 2 of 3

DESCRIPTION OF WORK

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

Construction of an R-Cut Intersection. The intent of this project is to construct an R-Cut Intersection. This will be accomplished by constructing a Standard Barrier Median in the middle of the US62 Bypass @ Hemingway Place intersection, Painted Island along Hemingway Place, turn lanes and U-Turn crossovers a short distance upstream and downstream from the main US62 Bypass/Hemingway Place intersection, and Loons along the slow lanes shoulders of US62 Bypass at/near the U-Turn Crossovers.

Standard Barrier Median. Standard Barrier Median has been designed to prevent the thru and left turning movements from Hemingway Place onto US62 Bypass, but still allow left turning movements from US62 Bypass onto Hemingway Place. Details within the Proposal show the design and layout for the Standard Barrier Median.

Splitter Islands. To further emphasize to motorists along Hemingway Place that they can only make a right turn at the US62 Bypass/Hemingway Place intersection, a Thermoplastic Island is to be constructed to channelize motorists toward a right turn movement. Details within the Proposal show the design and layout for the Splitter Island.

Turn Lanes and U-Turn Crossovers. Since the thru and left turning movements from Hemingway Place onto US62 Bypass (and farm entrance opposite Hemingway Place) are being prohibited in this design, Left Turn Lanes and U-Turns are being provided a short distance from the main intersection of US62 Bypass @ Hemingway Place. Details within the Proposal show the design, layout and widening for the Turn Lanes and U-Turn Crossovers.

Loons. To accommodate vehicles that require a large turning radius at the U-Turns, Loons are to be constructed along US62 Bypass at/near the U-Turn locations. Details within the Proposal show the design and layout for the Loons.

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

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

Pavement Resurfacing. The existing roadway is to be resurfaced from Station 108+50 to Station 123+00. Other items that may be associated with the pavement resurfacing include: removal of existing pavement by milling and texturing, construction of edge keys, installation of rumble strips, and application of pavement markings. Refer to the rumble strip Sepia Drawings for recommended placement of rumble strips.

Pipe Replacements & Extensions. There are locations along the project were culvert pipe, storm sewer pipe, sloped box inlets/outlets and drop box inlets are being replaced and/or extended. Locations are noted on the Plan Sheet, Pipe Drainage Summary and the Cross-Sections. Other items

General Notes & Description of Work Page 3 of 3

that may be associated with the pipe replacements and/or extensions include: Ditching. Refer to the Special Note for Pipe Replacements / Extensions for more information on this item of work.

Guardrail Replacement. A small portion of existing guardrail and end treatment within the project will be replaced. Refer to the Plan Sheet for the approximate locations for guardrail replacement. See the Special Note for Guardrail for more information on this work.

Temporary Striping. A quantity of 10,295 linear feet of Pave Striping – Temp Paint – 4 in has been included in the contract for potential use in the area of the project approximately between Sta. 108+80 and 122+50, and any other areas as directed by the Engineer. The Contractor and Engineer should work together to determine any locations throughout the project requiring temporary pavement striping. The Engineer will make the final determination as to the quantities and placement of temporary pavement striping.

Tubular Markers. The Pexco City Post Embedded Anchor Cup system has been specified for supplemental delineation of the standard Barrier Median. No substitute will be allowed. Refer to Special Note for Tubular Markers – Pexco City Post (Embedded Anchor Cup).

SPECIAL NOTE FOR EROSION CONTROL

I. DESCRIPTION

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

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

II. MATERIALS

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

III. CONSTRUCTION

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

Erosion Control Page 2 of 3

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

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

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

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

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

The use of Temporary Mulch is encouraged.

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

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

Erosion Control Page 3 of 3

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

IV. MEASUREMENT

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

V. BASIS OF PAYMENT

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

SPECIAL NOTE FOR TUBULAR MARKINGS – PEXCO CITY POST (EMBEDDED ANCHOR CUP)

I. DESCRIPTION

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

(1) Maintaining and Controlling Traffic; (2) Installing Pexco City Post (Embedded Anchor Cup); and (3) All other work specified in the Contract.

II. MATERIALS

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

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Tubular Markers. Furnish Pexco City Post Embedded Anchor Cup Tubular Marker which includes delineator posts/panels, adhesive shield, rubber gasket, and anchor cup. The complete system shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. System color shall match the adjacent pavement marking color.
 - a. Upright Posts. Upright posts shall be 18 inches in height. Upright posts are to be uniformly spaced according the plan sheets. Post color should match the adjacent pavement marking color. Each post shall have retroreflective sheeting "double wrap" of color matching the post and adjacent pavement marking. Upright posts should be easily replaceable under traffic conditions and shall be fabricated to withstand repeated impacts and return to a complete upright position with minimal maintenance to the unit.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Site Preparation. Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform site preparation only as approved, or directed, by the Engineer.
- C. Pexco City Post Embedded Anchor Cup. Install the tubular marker system according to the manufacturer's recommendations and plan sheets.

Lane Separator Curb Page 2 of 2

- **D. Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- **E. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
- **C.** Lane Separator Curb. The Department will measure Pexco City Post Embedded Anchor Cup as EACH.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Tubular Markers. The Department will make payment for the completed and accepted quantities under the bid item "Tubular Markers (Pexco City Post Embedded Anchor Cup). Payment at the Contract unit price of EACH shall be full compensation for furnishing all materials, equipment, tools, hardware, labor, and incidentals necessary to properly install the Pexco City Post Embedded Anchor Cup according to the manufacturer's installation instructions, these notes, and/or as directed by the Engineer.

SPECIAL NOTES FOR PIPE REPLACEMENTS / EXTENSIONS

I. DESCRIPTION

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

(1) Maintaining and Controlling Traffic; (2) Constructing pipe replacements and/or pipe extensions; (3) Embankment and/or Excavation; (4) Erosion Control; and (6) Any other work as specified by this contract.

II. MATERIALS

Provide for sampling and testing of all materials in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these notes.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Culvert Pipe, Storm Sewer Pipe. Furnish pipe meeting the requirements of Section 810. Select pipe for pH range Medium and minimum fill cover height according to the applicable Standard or Sepia Drawings, current editions. Verify maximum and minimum fill cover height required for new pipe prior to construction and obtain the Engineer's approval of the class or gauge of pipe and type of coating prior to delivering pipe to project. Furnish approved connecting bands or pipe anchors and toe walls.
- C. Flowable Fill. Furnish Flowable Fill for Pipe Backfill per Section 601.03.03(B).
- **D.** Erosion Control. See Special Note for Erosion Control.

III. CONSTRUCTION METHODS

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

Pipe Replacements/Extensions Page 2 of 5

- **D.** Removing Headwalls, Pipe, and Excavation. Remove existing headwalls and lengths of culvert and/or entrance pipes at the approximate locations noted on the summary. The Engineer will determine the exact locations and lengths of pipe to be removed at the time of construction. When removing pipe, or any portion of pipe under the roadway, saw cut the existing asphalt pavement and base to a neat edge prior to excavation and removal of the existing pipe. NOTE: Saw cutting the pavement shall be incidental. Obtain the Engineer's approval of trench width and/or saw cutting limits prior to saw cutting the pavement. Excavate the trench and remove the pipe as directed, or approved, by the Engineer without disturbing existing underground utilities.
- E. Constructing Pipe, Headwalls, and Drainage Boxes. Construct culvert, storm and/or entrance pipes, pipe extensions, headwalls, drainage boxes, and other drainage structures at the locations shown in the proposal or as designated by the Engineer. The contractor will establish, with the approval of the Engineer, the final centerlines, flow lines, and skews to obtain the best fit with the existing and/or proposed ditches and other proposed improvements. (See the Special Note for Staking.) Construct pipe bedding according to Section 701 and the applicable Standard or Sepia Drawings, current editions. Use approved connecting bands or concrete anchors as required. Prior to backfilling pipe, obtain the Engineer's approval of the pipe installation. Provide Positive drainage upon completion of pipe installation.
- **F. Pipe Backfill.** Backfill entrance pipes according to Section 701.03.06. Contrary to Section 701.03.06, backfill culvert pipes with flowable fill for the width of the roadway and as shown on the Pipe Replacement Detail. Steel plates will likely be required to maintain traffic while the flowable fill cures. Once the flowable fill has sufficiently cured, place the Asphalt Base in lifts with thicknesses of 3-4 inches, up to the surface of the existing pavement. Seal with Leveling & Wedging. Allow the asphalt base and leveling & wedging to be exposed to traffic for a minimum of 14 days to allow for settlement. During the waiting period, level & wedge any settlement as directed by the Engineer. After the waiting period has been met for the last pipe replacement constructed, the final milling and/or surfacing operations can begin, unless directed otherwise by the Engineer.
- **G. Embankments.** Backfill pipe and culvert extensions, and construct shoulder embankments as directed by the Engineer. The contractor shall bench into the existing slope and apply proper compaction according to Section 206. For more information and details on benching, refer to Note 2 on the detail sheet titled: DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS, found elsewhere in the Proposal. Provide positive drainage of ditches, shoulders, and slopes at all times during, and upon completion of construction.
- **H. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Repair or replace damaged roadway features in like kind materials and design, as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.

Pipe Replacements/Extensions Page 3 of 5

- I. Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of pipe replacement and pipe extension operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.
- J. Right-of-Way Limits. The Department has not established exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way and staging areas secured by the Contractor at no additional cost to the Department. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.
- **K.** Clean Up, Disposal of Waste. Clean up the project area as work progresses. Dispose of all removed concrete, pipe, pavement, debris, excess and unsuitable excavation, and all other waste at approved sites off the Right of Way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- L. Final Dressing, Seeding and Protection. Grade all disturbed areas to blend with the adjacent roadways features and to provide a suitable seed bed. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- M. Erosion Control. See the Special Note for Erosion Control.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B.** Site Preparation. Other than the bid items listed, site preparation will NOT be measured for payment, but shall be incidental to culvert and/or entrance pipe bid items, as applicable.

Pipe Replacements/Extensions Page 4 of 5

- **C. Remove Headwall.** The Department will measure the removal of existing headwalls as Each. Any excavation, including rock excavation, necessary to remove existing headwalls will NOT be measured for payment, but shall be incidental to the bid item "Remove Headwall".
- **D. Remove Pipe**. Removal of existing culvert and entrance pipe shall be measured according to Section 701.04.14. Any excavation, including rock excavation, necessary to remove existing pipe will NOT be measured for payment, but shall be incidental to the bid item "Remove Pipe".
- **E.** Culvert and Entrance Pipe. The Department will measure the quantities according to Section 701.04. Any excavation, including rock excavation, necessary to install culvert or entrance pipe shall be incidental to the corresponding pipe bid items.
- **F. Headwalls, Drainage Boxes.** The Department will measure according to Section 710. Any excavation, including rock excavation, necessary to construct headwalls and/or drainage boxes will NOT be measured for payment, but shall be incidental to the applicable bid item.
- **G. Excavation, Pipe Backfill, Embankments.** The Department will NOT measure for payment the following items: any excavation, including rock excavation, necessary to remove the existing pipe and/or install the proposed culvert or entrance pipe, pipe backfill material, flowable fill, and re-constructing shoulder embankments, but shall considered these items incidental to the bid items for culvert and entrance pipe.
- **H.** Clean Up, Disposal of Waste, Final Dressing, Seeding and Protection. The Department will NOT measure for payment the following activities: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental to the project bid items. Seeding and Protection shall be measured according to Section 212.
- I. Erosion Control. See the Special Note for Erosion Control.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B. Remove Headwall**. The Department will make payment for the completed and accepted quantities of Each headwall removed. Payment at the Contract unit price per Each shall be full compensation for furnishing all labor, materials, equipment, and incidentals for removing the existing headwall.
- C. Remove Pipe. The Department will make payment according to Section 701.05. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment, and incidentals for removing the existing pipe.
- D. Culvert and Entrance Pipe. The Department will make payment according to Section

Pipe Replacements/Extensions Page 5 of 5

- 701.05. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment, and incidentals necessary for installing and backfilling new culvert and entrance pipe.
- **E.** Headwalls, Drainage Boxes. The Department will make payment according to Section 710.
- **F.** Erosion Control. See the Special Note for Erosion Control.

SPECIAL NOTE FOR SIGNAGE

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

The following signs and sign components shall be fabricated using Type IX sheeting:

- White sign legends on panel signs
- o STOP (R1-1) signs
- o ALL WAY (R1-3P) signs
- o YIELD (R1-2) signs
- o DO NOT ENTER (R5-1) signs
- o WRONG WAY (R5-1a) signs

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

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

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

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

All other permanent signs shall be fabricated using Type III or Type IV sheeting.

SPECIAL NOTE FOR STAKING

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

- 1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
- 2. Verify the dimensions, type, and quantities of the culvert pipes, storm sewer pipes, entrance pipes, drop box inlets and/or box culverts as listed and detailed in the proposal, and determine flow line elevations and slopes necessary to provide positive drainage. Revise as necessary to accommodate the existing site conditions; to provide proper alignment of the drainage structures with existing and/or proposed ditches, stream channels, swales, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
- 3. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks of notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.
- 4. Produce and furnish to the Engineer "As Built" information for the drainage structures. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures (i.e. box inlets, headwalls, junction boxes, etc.), culvert pipes, and/or box culverts constructed. Final elevation data of the drainage improvements is not necessary.
- 5. Using paint marks on the pavement, and/or any other means approved by the Engineer,

Staking Page 2 of 2

the Contractor shall layout and pre-mark the proposed striping, pavement markings, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the District Traffic Engineer prior to installing the striping and/or pavement markings.

- 6. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
- 7. Perform any and all other staking operations required to control and construct the work.

SPECIAL NOTE FOR INLAID PAVEMENT MARKERS

I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and applicable Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. This work shall consist of:

(1) Maintain and Control Traffic; and (2) Furnish and install Inlaid Pavement Markers (IPMs) in recessed grooves; and (3) Any other work as specified by these notes and the Contract.

II. MATERIALS

The Department will sample all materials in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

- **A. Maintain and Control Traffic.** See the Traffic Control Plan.
- **B.** Markers. Provide reflective lenses with depth control breakaway positioning tabs. Before furnishing the markers, provide to the Engineer the manufacturer's current recommendations for adhesives and installation procedures. Use one brand and design throughout the project. Use markers meeting the specifications in the table below.

SPECIFICATIONS FOR HOUSING AND REFLECTOR	
Material:	Polycarbonate Plastic
Weight:	Housing 2.00 oz.
	Reflector 2.00oz.
Housing Size:	5.00" x 3.00" x 0.70" high
Specific Intensity of	of Reflectivity at 0.2° Observation Angle
White:	3.0 at 0°entrance angle
	1.2 at 20° entrance angle
Yellow:	60% of white values
Red:	25% of white values

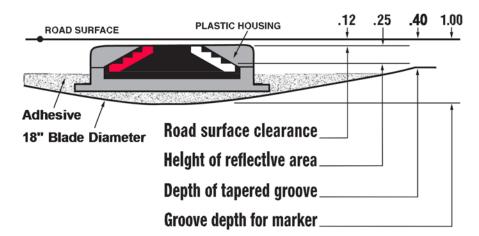
C. Adhesives. Use adhesives that conform to the manufacturer's recommendations.

Inlaid Pavement Markers Page 2 of 4

III. CONSTRUCTION

- **A.** Experimental Evaluation. The University of Kentucky Transportation Center will be evaluating this installation of IPMs. Notify the Engineer a minimum of 14 calendar days prior to beginning work. The Engineer will coordinate the University's activities with the Contractor's work.
- **B.** Maintain and Control Traffic. See the Traffic Control Plan.
- **C. Installation.** Install IPMs in recessed grooves cut into the final course of asphalt pavement according to the manufacturer's recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent tearing or raveling. Cut installation grooves using diamond blades on saws that accurately control groove dimensions. Remove all dirt, grease, oil, loose or unsound layers, and any other material from the marker area which would reduce the bond of the adhesive. Maintain pavement surfaces in a clean condition until placing markers.

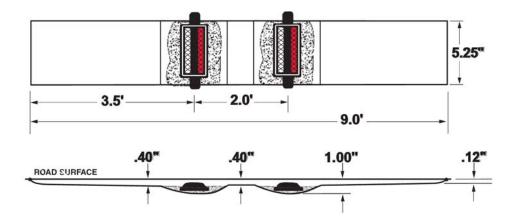
Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Use an approved snowplowable epoxy adhesive. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around the entire perimeter of the marker. Use materials, equipment, and construction procedures that ensure proper adhesion of the markers to the pavement surface according to the manufacturer's recommendations. Remove all excess adhesive from in front of the reflective faces. If any adhesive or foreign matter cannot be removed from the reflective faces, or if any marker fails to properly adhere to the pavement surface, remove and replace the marker at no additional cost to the Department.



D. Location and Spacing. Install the markers in the pattern for high reflectivity with two (2) IPMs per groove. Locate and space markers as shown in the current Standard Drawings or Sepias. (Note: use Inlaid Pavement Markers wherever Type V Pavement

Inlaid Pavement Markers Page 3 of 4

Markers are called for.) Do not install markers on bridge decks. Do not install a marker on top of a pavement joint or crack. Offset the recessed groove a minimum of 2 inches from any longitudinal pavement joint or crack and at least one inch from the painted stripe, ensuring that the finished line of markers is straight with minimal lateral deviation. Give preference to maintaining the 2-inch offset between recessed groove and joint as opposed to keeping the line of markers straight.



Place inlaid markers as much in line with existing pavement striping as possible. Place markers installed along an edge line or channelizing line so that the near edge of the plastic housing is no more than one inch from the near edge of the line. Place markers installed along a lane line between and in line with the dashes. Do not place markers over the lines except where the lines deviate visibly from their correct alignment, and then only after obtaining the Engineer's prior approval of the location.

If conflicts between recessed groove placement in relation to pavement joint and striping cannot be resolved, obtain the Engineer's approval to eliminate the marker or revise the alignment.

- **E. Disposal of Waste.** Dispose of all removed asphalt pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- **F. Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design at no additional cost to the Department.
- **G. On-Site Inspection.** Make a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made and will not honor any claims for money or grant Contract time extensions resulting from site conditions.

Inlaid Pavement Markers Page 4 of 4

H. Caution. Do not take information shown on the drawings and in this proposal and the types and quantities of work listed as an accurate or complete evaluation of the material and conditions to be encountered during construction, but consider the types and quantities of work listed as approximate only. The bidder must draw his or her own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation or extension of Contract time if the conditions encountered are not in accordance with the information shown.

IV. MEASUREMENT

- **A. Maintain and Control Traffic.** See the Traffic Control Plan.
- **B.** Inlaid Pavement Markers. The Department shall measure as Each. One (1) installation of "INLAID PAVEMENT MARKER" will consist of grooving the pavement, removing asphalt cuttings and debris, preheating pavement to remove moisture, adhesives, and installation of two (2) markers with all lenses in accordance with this note.

Note: Each pay item of Inlaid Pavement Marker will require two markers.

V. PAYMENT

- **A. Maintain and Control Traffic.** See the Traffic Control Plan.
- **B.** Inlaid Pavement Markers. The Department will make payment for the completed and accepted quantities of completely installed "INLAID PAVEMENT MARKERS" at the Contract unit price, Each. Accept payment as full compensation for all labor, equipment, materials, and incidentals necessary to accomplish this work to the satisfaction of the Engineer. A system of one (1) groove and two (2) markers shall be paid as one "INLAID PAVEMENT MARKER". The bid item "INLAID PAVEMENT MARKER" shall be used regardless of the color and type of lenses required.

SPECIAL NOTE FOR NON-TRACKING TACK COAT

- 1. DESCRIPTION AND USEAGE. This specification covers the requirements and practices for applying a non-tracking tack asphalt coating. Place this material on the existing pavement course, prior to placement of a new asphalt pavement layer. Use when expedited paving is necessary or when asphalt tracking would negatively impact the surrounding area. This material is not suitable for other uses. Ensure material can "break" within 15 minutes under conditions listed in 3.2.
- 2. MATERIALS, EQUIPMENT, AND PERSONNEL.
 - 2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.
 - 2.1.1 Provide a tack conforming to the following material requirements:

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

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

2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. As required by the manufacturer, ensure the spray bar is equipped with #1 or #2 ¼" V-slot Etnyre nozzles. Other nozzles are not acceptable. Arrange the nozzles in the following patterns from left to right:

Nozzle number(s)	Activity	Orientation			
1	On	Vertical			
2	Off	-			
3	On	Horizontal			
4 & 5	Off	-			
6	On Horizontal				
Continue 2 off and 1 on pattern through rest of spray bar system.					

Ensure the bar can be raised to between 14 and 18" from the roadway.

2.3 Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

3. CONSTRUCTION.

- 3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.
- 3.2 Non-tracking Tack Application. Ensure the roadway temperature is a minimum of $40\,^{\circ}\text{F}$ and rising during the application of the tack. This material is not suitable for use in colder temperatures. Prior to applying the tack, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between $170-180\,^{\circ}\text{F}$. After initial heating to between $170-180\,^{\circ}\text{F}$, the material may be sprayed between $165\,^{\circ}\text{F}$ and $180\,^{\circ}\text{F}$. Do not apply outside this temperature range. Apply material at a rate of 0.50 pounds (0.06 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. If full coverage is not achieved, material application rate may be increased to ensure full coverage. Do not heat material more than twice in one day.
- 3.3 Non-tracking Tack Certification. Furnish the tacks certification to the Engineer stating the material conforms to all requirements herein prior to use.
- 3.4 Sampling and Testing. The Department will require a sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.
- 4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the adhesive. The Department will consider all such items incidental to the non-tracking tack.
- 5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

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

CodePay ItemPay Unit24970ECAsphalt Material for Tack Non-TrackingTon

April 30, 2018

SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES

The ultimate fixed completion date for this project will be <u>August 31, 2020</u>. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

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

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

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

COORDINATION OF WORK WITH OTHER CONTRACTS

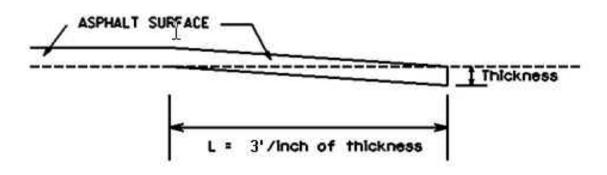
Be advised, there may be an active project(s) adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 Coordination Contracts 01/02/2012

SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at intersections with ramps, as applicable. Unless specified in the Contract or directed by the Engineer, do not construct edge keys at intersecting streets, roads, alleys, or entrances. Cut out the existing asphalt surface to the required depth and width shown on the drawing and heel the new surface into the existing surface. The Department will measure the Edge Key at the joint as the width of the pavement perpendicular to the centerline in linear feet. The Department will pay for this work at the Contract unit price per linear foot, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

EDGE KEY



Thickness = 1.25 Inches

L = 75 LF

L = Length of Edge Key

1-3310 Edge Key by LF 01/02/2012

SPECIAL NOTES FOR GUARDRAIL

I. DESCRIPTION

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

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

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

II. MATERIALS

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

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Guardrail. Furnish guardrail system components according to Section 814 and the Standard and Sepia Drawings; except use steel posts only, no alternates.
- **C. Delineators for Guardrail.** Furnish white and/or yellow Delineators for Guardrail according to Standard Drawing RBR-055 Delineators for Guardrail, current edition.
- **D. Erosion Control.** See the Special Note for Erosion Control.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Remove existing guardrail system, including the guardrail end treatments, Bridge End connectors and all other elements of the existing guardrail system as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with the existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way. Be responsible for all site preparation, including but not limited to, clearing and grubbing, excavation, embankment, and removal of all obstructions or any other items; regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail;

Guardrail Page 2 of 3

filling voids left as the result of removing existing guardrail and guard posts with dry sand; temporary pollution and erosion control; disposal of excess, waste materials, and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the engineer.

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

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

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

- **D. Delineators for Guardrail.** Construct Delineators for Guardrail according to Standard Drawing RBR-055 Delineators for Guardrail, current edition.
- **E. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.
- **F.** Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require utilities to be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of guardrail operations at no additional cost to the Department.
- **G. Right of Way Limits**. The Department has not established the exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.

Guardrail Page 3 of 3

- **H.** Clean Up, Disposal of Waste. Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- **I. Final Dressing, Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- **J.** Erosion Control. See the Special Note for Erosion Control.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site preparation.** Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to the Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections, as applicable.
- C. Guardrail, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail. The Department will measure according to Section 719.04.
- **D.** Delineators for Guardrail. See Standard Drawing RBR-055 Delineators for Guardrail.
- **E.** Clean Up, Disposal of Waste, Final Dressing, and Seeding and Protection. The Department will NOT measure for payment the operations of: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental. Seeding and Protection will be measured according to Section 212.
- **F. Erosion Control.** See the Special Note for Erosion Control.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. Guardrail, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail. The Department will make payment according to Section 719.05.
- C. Delineators for Guardrail. See Standard Drawing RBR-055 Delineators for Guardrail.
- **D.** Erosion Control. See the Special Note for Erosion Control.

SCOTT COUNTY HSIP 4601 (051)

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

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

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

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

TRAFFIC CONTROL PLAN SCOTT COUNTY US62 BYPASS @ HEMINGWAY PLACE ITEM NO. 7-9019.00

TRAFFIC CONTROL GENERAL

Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic" as set forth in the Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions, unless otherwise provided in these notes. The lump sum bid price to "Maintain and Control Traffic" shall also include, but is not limited to, the following items and operations:

- A. All labor and materials necessary for construction and maintenance of traffic control devices and markings.
- B. All flag persons and traffic control devices such as, but not limited to, flashers, signs, barricades and vertical panels, plastic drums (steel drums will not be permitted), and cones, necessary for the control and protection of vehicular and pedestrian traffic as specified in these notes, the proposal, the Manual on Uniform Traffic Control Devices (MUTCD) current edition, or the Engineer.

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work. Any temporary traffic control items, devices, materials, and incidentals shall remain the property of the contractor when no longer needed. Traffic control devices will conform to current MUTCD.

PROJECT PHASING & CONSTRUCTION PROCEDURES

Do NOT erect any lane closures during the following days and/or hours:

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

Along US62 Bypass, the Contractor shall maintain two-lanes of travel in each direction with a minimum lane width of 10 feet. However, during working hours and with the approval of the Engineer, the contractor may reduce the travel way to one-lane of traffic in each direction, provided proper lane closure(s) are in place according to the Standard Drawings. When maintaining one-lane traffic in each direction provide a minimum clear lane width of 10 feet; however, provide for the passage of vehicles of up to 16 feet in width.

Traffic Control Plan Page 2 of 9

Along Hemingway Place, maintain one lane of traffic in each direction. However, during working hours and with the approval of the Engineer, the contractor may close one lane and maintain alternating one way traffic, provided adequate signing and flag persons are in place.

The Contractor shall completely cover any signs, existing, permanent, or temporary, which do not properly apply to the current traffic phasing, and shall maintain the covering until signs are applicable or until the signs are removed.

If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the school bus or emergency vehicle as quickly as possible.

LANE AND SHOULDER CLOSURES

Do not leave lane closures in place during non-working hours. Maintain lane closures only during hours of actual operations. Reduce lane closures to a shoulder closure, or remove as appropriate, when active operations do not require a lane closure. The Engineer will permit shoulder closures during non-working hours; however do not park equipment or store materials on a closed shoulder during non-working hours. The Engineer may designate days and hours when lane and/or shoulder closures will not be allowed.

Contrary to Section 112.04.17, lane closures, whether long term or short term, will not be measured for payment and will be incidental to the bid item "Maintain and Control Traffic".

TEMPORARY SIGNS

The Engineer and the Contractor, or their authorized representatives, shall review the temporary signing before traffic is allowed to use any lane closures, crossovers, or detours. All signing shall be approved by the Engineer, or authorized representative, before work can be started by the Contractor.

Temporary sign posts and splices shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. Temporary signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations.

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

PORTABLE CHANGEABLE MESSAGE SIGNS

Provide portable changeable message signs (PCMS) in advance of and within the project at locations determined by the Engineer. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the PCMS within 24 hours. The Department will measure for payment the maximum number of PCMS in concurrent use at the same time on a single day on all

Traffic Control Plan Page 3 of 9

sections of the contract. The Department will measure individual PCMS only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged PCMS or for PCMS the Engineer directs be replaced due to poor condition or readability. Retain possession of the PCMS upon completion of the work.

BARRICADES

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

ARROW PANELS

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of arrow panels in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Arrow Panels only once for payment, regardless of how many times they are set, reset, removed, and/or relocated during the duration of the project. The Department will not measure for payment any replacements for damaged Arrow Panels or for Arrow Panels the Engineer directs to be replaced due to poor condition or readability. Retain possession of the Arrow Panels upon completion of the work.

PAVEMENT MARKINGS

If there is to be a deviation from the striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of final surface course. Place temporary and permanent striping in accordance with Section 112 with the following exceptions:

- 1. Place Temporary or Permanent Striping before opening a lane to traffic; and
- 2. If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping

TEMPORARY ENTRANCES

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

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

Traffic Control Plan Page 4 of 9

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

PAVEMENT EDGE DROP-OFFS

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

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

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

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

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

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.

Traffic Control Plan Page 5 of 9

USE AND PLACEMENT OF PORTABLE CHANGEABLE MESSAGE SIGNS

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

Application

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

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

PCMS should not be used for:

- Replacement of static signs (e.g. road work ahead), regulatory signage (e.g. speed limits), pavement markings, standard traffic control devices, conventional warning or guide signs.
- Replacement of lighted arrow board
- Advertising (Don't advertise the event unless clarifying "action" to be taken by driver e.g. Speedway traffic next exit)
- Generic messages
- Test messages (portable signs only)
- Describe recurrent congestion (e.g. rush hour)
- Public service announcements (not traffic related)

Traffic Control Plan Page 6 of 9

Messages

Basic principles that are important to providing proper messages and insuring the proper operation of a PCMS are:

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

Placement

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

- When 2 signs are needed, place on same side of roadway and at least 1,000 feet apart
- Place behind semi-rigid/rigid protection (guardrail, barrier) or outside of the clear zone
- Place 1,000 feet in advance of work zone; at least one mile ahead of decision point
- Normally place on right side of roadway; but should be placed closest to the affected lane so that either side is acceptable
- Signs should not be dual mounted (one on each side of roadway facing same direction)
- Point trailer hitch downstream
- Secure to immovable object to prevent theft (if necessary)
- Do not place in sags or just beyond crest
- Check for reflection of sun to prevent the blinding of motorist
- Should be turned ~3 degrees outward from perpendicular to the edge of pavement
- Bottom of sign should be 7 feet above the elevation of edge of roadway
- Should be removed when not in use

Traffic Control Plan Page 7 of 9

Standard Abbreviations

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

h	e following is a list of stand	dard abbreviations to	be used on PCMS:
	Word	<u>Abbrev</u>	Example
	Access	ACCS	ACCIDENT AHEAD/ USE ACCS RD NEXT RIGHT
	Alternate	ALT	ACCIDENT AHEAD/ USE ALT RTE NEXT RIGHT
	Avenue	AVE	FIFTH AVE CLOSED/ DETOUR NEXT LEFT
	Blocked	BLKD	FIFTH AVE BLKD/ MERGE LEFT
	Boulevard	BLVD	MAIN BLVD CLOSED/ USE ALT RTE
	Bridge	BRDG	SMITH BRDG CLOSED/ USE ALT RTE
	Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
	Center	CNTR	CNTR LANE CLOSED/ MERGE LEFT
	Commercial	COMM	OVRSZ COMM VEH/ USE I275
	Condition	COND	ICY COND POSSIBLE
	Congested	CONG	HVY CONG NEXT 3 MI
	Construction	CONST	CONST WORK AHEAD/ EXPECT DELAYS
	Downtown	DWNTN	DWNTN TRAF USE EX 40
	Eastbound	E-BND	E-BND I64 CLOSED/ DETOUR EXIT 20
	Emergency	EMER	EMER VEH AHEAD/ PREPARE TO STOP
	Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
	Expressway	EXPWY	WTRSN EXPWY CLOSED/ DETOUR EXIT 10
	Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/ DETOUR EXIT 15
	Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ ALL TRAF EXIT 25
	Highway	HWY	ACCIDENT ON AA HWY/ EXPECT DELAYS
	Hour	HR	ACCIDENT ON AA HWY/ 2 HR DELAY
	Information	INFO	TRAF INFO TUNE TO 1240 AM
	Interstate	I	E-BND I64 CLOSED/ DETOUR EXIT 20
	Lane	LN	LN CLOSED MERGE LEFT
	Left	LFT	LANE CLOSED MERGE LFT
	Local	LOC	LOC TRAF USE ALT RTE
	Maintenance	MAINT	MAINT WRK ON BRDG/ SLOW
	Major	MAJ	MAJ DELAYS 175/ USE ALT RTE
	Mile	MI	ACCIDENT 3 MI AHEAD/ USE ALT RTE
	Minor	MNR	ACCIDENT 3 MI MNR DELAY
	Minutes	MIN	ACCIDENT 3 MI/ 30 MIN DELAY
	Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
	Oversized	OVRSZ	OVRSZ COMM VEH/ USE I275 NEXT RIGHT
	Parking	PKING	EVENT PKING NEXT RGT
	Parkway	PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
	Prepare	PREP	ACCIDENT 3 MI/ PREP TO STOP
	Right	RGT	EVENT PKING NEXT RGT
	Road	RD	HAZMAT IN RD/ ALL TRAF EXIT 25
	Roadwork	RDWK	RDWK NEXT 4 MI/ POSSIBLE DELAYS
	Route	RTE	MAJ DELAYS 175/ USE ALT RTE
	Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
	Slippery	SLIP	SLIP COND POSSIBLE/ SLOW SPD
	Southbound	S-BND	S-BND I75 CLOSED/ DETOUR EXIT 50
	Speed	SPD	SLIP COND POSSIBLE/ SLOW SPD

Traffic Control Plan Page 8 of 9

Standard Abbreviations (cont)

Word	<u>Abbrev</u>	Example
Street	ST	MAIN ST CLOSED/ USE ALT RTE
Traffic	TRAF	CUM PKWAY TRAF/ DETOUR EXIT 60
Vehicle	VEH	OVRSZ COMM VEH/ USE 1275 NEXT RIGHT
Westbound	W-BND	W-BND I64 CLOSED/ DETOUR EXIT 50
Work	WRK	CONST WRK 2MI/ POSSIBLE DELAYS

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NO USE THESE ABBREVIATIONS:

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

Typical Messages

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

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

Traffic Control Plan Page 9 of 9

Typical Messages (cont)

Reason/Problem Action FREEWAY CLOSED PREPARE TO STOP FRESH OIL **REDUCE SPEED HAZMAT SPILL SLOW ICE SLOW DOWN INCIDENT AHEAD** STAY IN LANE LANES (NARROW, SHIFT, MERGE, ETC.) STOP AHEAD LEFT LANE CLOSED STOP XX MILES LEFT LANE NARROWS **TUNE RADIO 1610 AM LEFT 2 LANES CLOSED USE NN ROAD** LEFT SHOULDER CLOSED **USE CENTER LANE** LOOSE GRAVEL **USE DETOUR ROUTE** MEDIAN WORK XX MILES USE LEFT TURN LANE MOVING WORK ZONE, WORKERS IN ROADWAY **USE NEXT EXIT** NEXT EXIT CLOSED **USE RIGHT LANE**

WATCH FOR FLAGGER

NO PASSING NO SHOULDER ONE LANE BRIDGE PEOPLE CROSSING RAMP CLOSED

NO OVERSIZED LOADS

RAMP (SLIPPERY, ICE, ETC.) RIGHT LANE CLOSED RIGHT LANE NARROWS RIGHT SHOULDER CLOSED

ROAD CLOSED

ROAD CLOSED XX MILES ROAD (SLIPPERY, ICE, ETC.)

ROAD WORK

ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)

ROAD WORK XX MILES

SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)

NEW SIGNAL XX MILES

SLOW 1 (OR 2) - WAY TRAFFIC

SOFT SHOULDER

STALLED VEHICLES AHEAD

TRAFFIC BACKUP

TRAFFIC SLOWS

TRUCK CROSSING

TRUCKS ENTERING

TOW TRUCK AHEAD

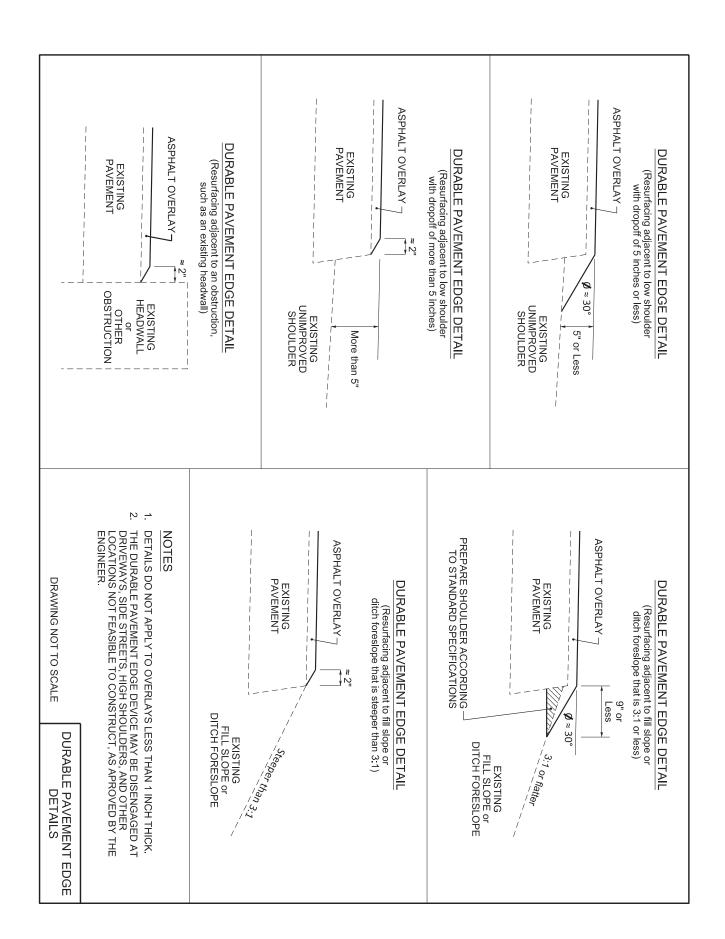
UNEVEN LANES

WATER ON ROAD

WET PAINT

WORK ZONE XX MILES

WORKERS AHEAD



Contract ID: 204116 Page 57 of 186



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

TC 62-226 Rev. 01/2016 Page 1 of 1

RIGHT OF WAY CERTIFICATION

		Re-Ce	ertification RIGHT OF WAY CERTIFICATION				
ITEN	ITEM#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
7-9019.00		Scott		FD52 105 00	62 006-007	HSIP 4601 (051)	
PROJECT DESCRIPTION							
Intersection a	nd Corri	dor Im	proveme	nts to Reduce Conflic	t Points and Enha	nce Safety and Ope	rations along the
Georgetown B	ypass be	etweer	n MP 5.94	13 to 7.693.			
No Addit	ional Ri	ght of	Way Req	uired			
							lance to FHWA regulations
					isitions Policy Act o	of 1970, as amended.	No additional right of way or
relocation assist				of Way Required and	Cloared)		
				ol of access rights when		een acquired includir	ng legal and physical
							e may be some improvements
							s physical possession and the
							en paid or deposited with the
court. All reloca	tions hav	e been	relocated	to decent, safe, and sa	nitary housing or th	nat KYTC has made av	ailable to displaced persons
adequate replac	ement h	ousing	in accorda	ance with the provisions	of the current FHV	VA directive.	20
Conditio	n # 2 (Ad	dditior	nal Right	of Way Required wit	h Exception)		
					_		the proper execution of the
					·		on has not been obtained, but
				· = '	•		as physical possession and right
							ne court for most parcels. Just
The second secon		Control of the last of the las	The State of the S	be paid or deposited w		o AWARD of construc	ction contract
			-	of Way Required wit			
							arcels still have occupants. All
				ent housing made availa			4.204. KYIC is nereby e 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 Par			0	EXCEPTION (S) Parcel #		PATED DATE OF POSSESSION	ON WITH EXPLANATION
Number of Parcels	That Have 6	Been Acq	uired				
Signed Deed			0		- rii-		
Condemnation			0				
Signed ROE Notes/ Comment	s (Llsa Adı	ditional	Sheet if no	receant			
Notes/ Comment	a lose va	uitioriai	Silect II IIe	ccssary,			
LPA RW Project Manager Right of Way Supervisor Printed Name Printed Name Cocil Smith		•					
		Printed Name	Cecii Siliitii				
Signature		Signature	6	But			
Date		Date		12/18/2019			
	Right	t of Wa	ay Directo	or		FHWA No Signature R	
Printed Name				signed by	Printed Name	as per FHWA	-KYTC
Signature	DM	1Lo	M DM Loy		Signature C	urrent S tewardshi	
Date		W	20:49:48		Date	(5)	

UTILITIES AND RAIL CERTIFICATION NOTE

Scott County - HSIP 4601 (051) FD52 105 0062 006-007

Intersection and Corridor Improvements to Reduce Conflict Points and Enhance Safety and Operations along the Georgetown Bypass between MP 5.943 to 7.693. Item No. 7-9019.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

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

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

GEORGETOWN MUNICIPAL WATER AND SEWER

- A 24" gravity sewer line crossing US 62 Bypass at approximately STA 115 + 40
- A 12" sewer force main crossing US 62 Bypass at approximately STA 115 + 30
- A 8" sewer force main located parallel and inside of the right of way line on the south side of US 62 Bypass
- A 12" PVC water main crossing US 62 Bypass at approximately STA 116 + 70
- A 12" PVC water main diagonal crossing Hemingway Place at approximately STA 49 +00

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

N/A

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

N/A

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

N/A

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED				
☑ No Rail Involved	☐ Minimal Rail Involved (See Below)	☐ Rail Involved (See Below)		

UTILITIES AND RAIL CERTIFICATION NOTE

Scott County - HSIP 4601 (051) FD52 105 0062 006-007

Intersection and Corridor Improvements to Reduce Conflict Points and Enhance Safety and Operations along the Georgetown Bypass between MP 5.943 to 7.693. Item No. 7-9019.00

UNDERGROUND FACILITY DAMAGE PROTECTION - BEFORE YOU DIG

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

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

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

Scott County - HSIP 4601 (051) FD52 105 0062 006-007

Intersection and Corridor Improvements to Reduce Conflict Points and Enhance Safety and Operations along the Georgetown Bypass between MP 5.943 to 7.693. Item No. 7-9019.00

AREA UTILITIES CONTACT LIST

Utility Company/Agency

Contact Name

Contact Information

1. Georgetown Municipal Water and Sewer Daryl Mulder

502-863-7816

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



Kentucky Transportation Cabinet Highway District 7

And

_____(2), Construction

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

Groundwater protection plan

For Highway Construction Activities

For

Highway Safety Improvement Project on US-62 in Scott County

Project: CID 20-4116

KPDES BMP Plan Page 1 of 14

Project information

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

- 1. Owner Kentucky Transportation Cabinet, District 7
- 2. Resident Engineer: (2)
- 3. Contractor name: (2)
 Address: (2)

Phone number: (2) Contact: (2)

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

- 4. Project Control Number: (2)
- 5. Route (Address): US-62
- 6. Latitude/Longitude (project mid-point): 38° 11' 17", -84° 34' 25"
- 7. County (project mid-point): Scott
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

A. Site description:

- 1. Nature of Construction Activity (from letting project description): R-CUT Construction
- 2. Order of major soil disturbing activities: (2) and (3)
- 3. Projected volume of material to be moved: *This project does not involve significant cut and fill.*
- 4. Estimate of total project area (acres): 4.6
- 5. Estimate of area to be disturbed (acres): 2.0
- 6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Data describing existing soil condition: (1) & (2)
- 8. Data describing existing discharge water quality (if any): (1) & (2)
- 9. Receiving water name: Cane Run Creek
- 10. TMDLs and Pollutants of Concern in Receiving Waters: *No TDML's were involved on this project.*
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

12. Potential sources of pollutants:

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

KPDES BMP Plan Page 3 of 14

B. Sediment and Erosion Control Measures:

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

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

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

KPDES BMP Plan Page 4 of 14

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

KPDES BMP Plan Page 5 of 14

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

C. Other Control Measures

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

2. Waste Materials

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

3. Hazardous Waste

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

4. Spill Prevention

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

Good Housekeeping:

KPDES BMP Plan Page 6 of 14

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

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

Hazardous Products:

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

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

The following product-specific practices will be followed onsite:

Petroleum Products:

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

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

KPDES BMP Plan Page 7 of 14

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

> Fertilizers:

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

> Paints:

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

Concrete Truck Washout:

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

Spill Control Practices

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

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

KPDES BMP Plan Page 8 of 14

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

D. Other State and Local Plans

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

E. Maintenance

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

F. Inspections

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

KPDES BMP Plan Page 9 of 14

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

G. Non – Storm Water discharges

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

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

KPDES BMP Plan Page 10 of 14

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

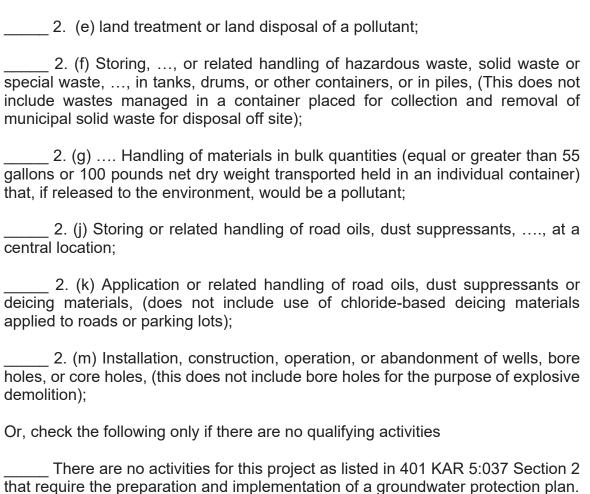
All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

H. Groundwater Protection Plan (3)

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

Contractors statement: (3)

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



KPDES BMP Plan Page 11 of 14

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

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

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

KYTC BMP Plan for Project CID 20-4116

Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engin	eer signature		
Signed Typed or	title printed name²	,signature	
(3) Signed	_title	,	
Typed or p	orinted name ¹	signature	Э

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

Contract ID: 204116 Page 74 of 186

KYTC BMP Plan for Project CID 20-4116

Sub-Contractor Certification

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

Subcontra	actor				
Ac	ame: ddress: ddress:				
Ph	hone:				
The part o	of BMP plan this su	ubcontractor is resp	oonsible to imple	ement is:	
Kentucky discharge discharge	under penalty of la Pollutant Discharges, the BMP plan thed as a result of street	ge Elimination Syst nat has been devel orm events associa	em permit that a oped to manage ated with the co	authorizes the store the quality of wat nstruction site acti	m water ter to be vity and
	yped or printed na	·			
1 Sı	uh Contractor No	ote: to be signe	d hy a nersoi	n who is the ov	wner a

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

CID 20-4116 Scott County Highway Safety Improvement Project along US-62 from MP 5.943 – 7.693 Item No.: 7-9019

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

eForm Submittal ID: 175701

1/6/2020

KENTUCKY POLLUTION DISCHARGE

ELIMINATION SYSTEM (KPDES)

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

(Controls/KPDES_FormKYR10_Instructions.htm) Click here for Instructions

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

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

Reason for Submittal:(*)	Agency Interest ID:	Permit Number:(√)
Application for New Permit Coverage	Agency Interest ID	KPDES Permit Number
If change to existing permit coverage is requested, describe the	e the changes for which modification of coverage is being sought:(\checkmark)	ght:(<)

ELIGIBILITY:

Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.

EXCLUSIONS:

The following are excluded from coverage under this general permit:

- 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan;
- 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation;
- 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been

SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)

Company Name:(✓)	Firs	First Name:()</th <th></th> <th>M.I.:</th> <th>Last Name:(V)</th> <th></th>		M.I.:	Last Name:(V)	
KYTC District 7	<u>Ā</u>	elly		Ξ	Baker	
Mailing Address:(*)	City:(*)	Sta	State:(*)	-		Zip:(*)
800 Newtown Court	Lexington		Kentucky		•	40511

1/6/2020	Kentucky EEC eForms			
eMail Address:(*)	Business Phone:(*)		Alternate Phone:	
KeliyA.Baker@ky.gov	8592462354		Phone	(/
				П
SECTION II GENERAL SITE LOCATION INFORMATION				
Project Name:(*)	Status of Owner/Operator(*)	(,	SIC Code(*)	
KYTC Project: CID 20-4116	State Government	•	1611 Highway and Street Constr ▼	
Company Name:(<) First Name:(</td <td>ne:(√)</td> <td>M.I.:</td> <td>Last Name:(<!--)</td--><td></td></td>	ne:(√)	M.I.:	Last Name:()</td <td></td>	
KYTC Department of Highways District 7		M	Baker	
Site Physical Address:(*)				1
US-31W				
City:(*)	State:(*)		Zip:(*)	1
Georgetown	Kentucky	•	40324	
County:(*) Latitude(decimal degree	Latitude(decimal degrees)(*)DMS to DD Converter	Longitude(de	Longitude(decimal degrees)(*)	
Scott (https://www.fcc.gov/media/radio/dms-decimal)	dia/radio/dms-decimal)	-84.573611		
20.100030				
SECTION III SPECIFIC SITE ACTIVITY INFORMATION 👰				
Project Description:(*)				
Roadway Widening Earthwork				
a. For single projects provide the following information				П
Total Number of Acres in Project:(√)	Total Number of Acres Disturbed:(</td <td>urbed:(<!--)</td--><td></td><td>1</td></td>	urbed:()</td <td></td> <td>1</td>		1
4.6	2.0			
Anticipated Start Date:(</td <td>Anticipated Completion Date:(V)</td> <td>te:(<!--)</td--><td></td><td></td></td>	Anticipated Completion Date:(V)	te:()</td <td></td> <td></td>		
b. For common plans of development provide the following information				
Total Number of Acres in Project:()</td <td>Total Number of Acres Disturbed:(<!--)</td--><td>urbed:(<!--)</td--><td></td><td></td></td></td>	Total Number of Acres Disturbed:()</td <td>urbed:(<!--)</td--><td></td><td></td></td>	urbed:()</td <td></td> <td></td>		
# Acre(s)	# Acre(s)			
Number of individual lots in development, if applicable:(\checkmark)	Number of lots in development:(✓)	nent:(√)		
https://dep.gateway.ky.gov/eForms/Default.aspx?FormID=48&S_ID=7343e51a-5308-43e6-b86d-6a7093c3a8b9	7093c3a8b9			2/2

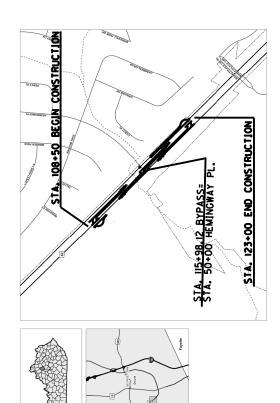
/6/2020			Kentu	Kentucky EEC eForms		
# lot(s)				# lot(s)		
Total acreage of lots intended to be developed:(√) Project Acres	e developed:()</td <td></td> <td></td> <td>Number of acres intended Disturbed Acres</td> <td>Number of acres intended to be disturbed at any one time:(✓) Disturbed Acres</td> <td></td>			Number of acres intended Disturbed Acres	Number of acres intended to be disturbed at any one time:(✓) Disturbed Acres	
Anticipated Start Date:(✓)				Anticipated Completion Date:(<)	ate:(✓)	
List Building Contractor(s) at the time of Application:(*)	me of Application:(*)					
Company Name						
~						A
SECTION IV IF THE PERMITTED	ED SITE DISCHARGE	ES TO A WATER BC	DDY THE FOLL	SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED	S REQUIRED 😰	
Discharge Point(s):						
Unnamed Tributary?	Latitude 38.188056	Longitude -84.574444	Receiving Water Name Cane Run Creek	iter Name eek	Delete	
2 Yes +	38.188333	-84.573611	Cane Run Creek	ek	Delete	
SECTION V IF THE PERMITTED SITE DISCHARGES TO A MS4 T	D SITE DISCHARGE	S TO A MS4 THE F	OLLOWING INF	HE FOLLOWING INFORMATION IS REQUIRED	ED @	
Name of MS4:						•
Date of application/notification to the MS4 for construction site permit coverage:	he MS4 for constructi	on site permit cover	ade:	Discharge Point(s):(*)		
Date						Tage 7
 ittps://dep.gateway.ky.gov/eForms/Default.aspx?FormID=48&S_ID=7343e51a-5308-43e6-b86d-6a7093c3a8b9	t.aspx?FormID=48&S_ID	i=7343e51a-5308-43e(3-b86d-6a7093c3 <i>a</i>	- 8b9		3/5

1/6/2020		Ž	Kentucky EEC eForms	SI			
SECTION VI WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY OR THE RIPARIAN ZONE?	UIRE CONST	RUCTION ACTIVITIES IN A W	ATER BODY OR	THE RIPARIAN ZONE?			
Will the project require construction activities in a water body or the riparian zone?:(*)	ies in a water b	ody or the riparian zone?:(*)	o _N				•
If Yes, describe scope of activity: (✓)			describe so	describe scope of activity			
Is a Clean Water Act 404 permit required?:(*)	(*):		o _N				•
Is a Clean Water Act 401 Water Quality Certification required?:(*)	ertification requ	ired?:(*)	N				•
SECTION VII NOI PREPARER INFORMATION	1ATION						
First Name:(*)	M.I.:	Last Name:(*)		Company Name:(*)			
First Name	×	Last Name		Company Name			
Mailing Address:(*)		City:(*)		State:(*)		Zip:(*)	
Mailing Address		City			•	Zip	
eMail Address:(*)			Business Phone:(*)	ne:(*)	Alternate Phone:	one:	
eMail Address			Phone		Phone		
SECTION VIII ATTACHMENTS							
Facility Location Map:(*)			Upload file				
Supplemental Information:			Upload file				
SECTION IX CERTIFICATION							
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that	ment and all at	tachments were prepared unde	er my direction or	supervision in accordance wi	th a system des	igned to assure that	
qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly	aluate the infor	mation submitted. Based on m	ıy inquiry of the p	erson or persons who manage	e the system, or	those persons directly	

1/6/2020	Kentucky EEC eForms	eForms	
responsible for gathering the information submitted is, to the best of my knowledge and belief, true, a submitting false information, including the possibility of fine and imprisonment for knowing violations.	ed is, to the best of my knowledge and belief, true lility of fine and imprisonment for knowing violation	knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for nment for knowing violations.	nere are significant penalties for
Signature:(*)		Title:(*)	
Signature		Title	
First Name:(*)	M.I.:	Last Name:(*)	
First Name	M	Last Name	
eMail Address:(*)	Business Phone:(*)	Alternate Phone:	Signature Date:(*)
eMail Address	Phone	Phone	Date
Click to Save Values for Future Retrieval	Click to Submit to EEC		

DEPARTMENT OF HIGHWAYS Commonwealth of Kentucky

PROPOSED PROJECT PLANS OF



LAYOUT MAP

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS COUNTY OF	SCOTT	ПЕМ NO. 1-50-1.00	

Con fact ID: 204116

E-SHEET NAME MicroStation v8.11.9.832

SCOTT COUNTY H3IP\$ 501 (051) 11035 COUNTY OF -EXIST, GROUND LINE TYPICAL SECTION DETAJL C -11/4-CL3 ASPH SURF 0.388 PG76-22 -5-CL3 ASPH BASE 1,000 PG76-22 <u>Θ</u>Θ ΘΘ 11/4-MILLING & TEXTURING 11/4-ASPHALT SURFACE SHOULDER VARIES 4'-10'2 <u>@</u> <u></u> -EXIST, PAVEMENT AUXILIARY LANE FULL DEPTH DCA 11/4-MILLING & TEXTURING 11/4-ASPHALT SURFACE EXIST, PAVEMENT 12' THRU I ANF FULL DEPTH DGA 12' THRU LANE 12' THRU I ANF -3 1/4 CL3 ASPH BASE 1,000 PG64-22 -3 1/2 CL3 ASPH BASE 1,000 PG64-22 - 11/4-CL3 ASPH SURF 0.388 PG76-22 - 5-CL3 ASPH BASE 1,000 PG76-22 OFFSET 12' VARIES THRU LANE DETAIL D 11/4 US62 / US460 BYPASS TYPICAL SECTIONS 0,-6, (McClelland Circle) TURN LANE SHLDR. 0 NORMAL SECTION 1,25- DEPTH 3,00- DEPTH 3,25- DEPTH 3,50- DEPTH 10,00- DEPTH FULL-DEPTH TRAFFIC LANES AND PAVED SHOULDERS 1,25° OEPTH 1,25° OEPTH Θ_{i} MILLING & TEXTURING WITH ASPHALT SURFACE DETAIL B PAVEMENT 99 CL3 ASPH SURF 0.388 PG76-22 CL3 ASPH BASE 1.000 PG76-22 CL3 ASPH BASE 1.000 PG64-22 CL3 ASPH BASE 1.000 PG64-22 DGA CL3 ASPH SURF 0.38B PG76-22 SHLDR. 0 0 11/4-WILLING & TEXTURING -11/4-ASPHALT SURFACE LANE 12-LONGJTUDINAL EDGE KEY MILLING & TEXTURING 12' TURN ' 11/4-MILLING & TEXTURING 11/4-ASPHALT SURFACE 11/4-MILLING & TEXTURING 11/4- ASPHALT SURFACE EXIST. PAVENENT -EXIST. PAVEMENT EXIST. PAVEMENT THRU LANE VARIES THRU LANE ACTUAL DEPTHS TO BE ADJUSTED IN THE FIELD BY CONTRACTOR. CONTRARY TO SEPIA 024, MIDENING FOR GUARDRAIL SHOULD INCLUDE THE MIDITH OF THE GUARDRAIL AND 2 FOOT OF FILL BEHIND THE GUARDRAIL POST. 12' THRU LANE RIGHT TURN 12' LANE THRU LANE ASPHALT SEAL COAT 2.40 LB/ SO YD ASPHALT SEAL AGGREGATE 20 LB/ SO YD (SIZE NO. 8 OR 9M) DETAIL A RIGHT TURN LANE © (0) SHOULDER ASPHALT SEAL REQUIRED FROM THE OUTSIDE EDGE OF PAVED SHOULDERS TO A POINT 2 FEET DOWN THE DITCH OR FILL SLOPE. CONSTRUCT SUPERELEVATED SHOULDERS TO STANDARD SUPERELEVATIONS, EXCEPT NOT FLATTER THAN SLOPES INDICATED FOR NORMAL SHOULDERS. SEE CROSS SECTIONS FOR SLOPES OUTSIDE THE LIMITS OF THE SHOULDERS. 3 1/2-CL3 ASPH BASE 1,000 PG64-22 3 1/4-CL3 ASPH BASE 1,000 PG64-22 11/4 CL 3 ASPH SURF 0.38B PG76-22 SHOULDER VARIES 4'-10' 5-CL3 ASPH BASE 1,000 PG76-22 TWO APPLICATIONS OF THE FOLLOWINGS 99 O DCA Θ 0 **6**

Page 82

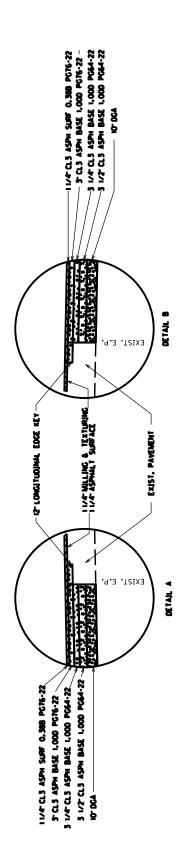
of 18

29

NOT TO SCALE

-EXISTING PAVED SHOULDER EXISTING SB LANES VARIES (SEE CROSS-SECTIONS) EXISTING NB LANES EXISTING PAVED SHOULDER.

U-TURN CROSSOVER TYPICAL US62 BYPASS FULL-DEPTH



NOTES:

O SEE (2025, SECTIONS FOR \$1 OPES SHOULDERS. © CONSTRUCT SUPERFLEYATED SUPERFLEYATED SUPERFLEY THAT ONE SUPERFLEY THAT ONE SUPERFLEY THOUSATED FOR NORMALL SHOULDERS.

ASPHALT SEAL COATE 20 LB/ SO YO ISIZE NO. 8 OR 9M SASPHALE SECT OF PLYNED SHOW THE DITCH OR FILL SLOPE. TWO APPLICATIONS OF THE FOLLOWING

PAVEMENT

NEW MEDIAN CROSSOVERS CL3 ASPH SURF 0.38B PG76-22 CL3 ASPH BASE 1.000 PG76-22 CL3 ASPH BASE 1.000 PG64-22 CL3 ASPH BASE 1.000 PG64-22 DGA

1,20° DEPTH 3,00° DEPTH 3,25° DEPTH 3,50° DEPTH 10,00° DEPTH

NOT TO SCALE

>
œ
1
2
-
≦
>
_
\neg
=
ഗ
_
4
\simeq
\simeq
\simeq
ER
NER/
NER/
BENER
ENER /

- VOV - V - V - V - V - V - V - V - V -	2			;	
אלוויים איזייים איזייים	8	445.7		UA IIJ	
ONION LASPHALT SFAL ACCRE	00100				
	0000				
TEAFFELF BOILING BACE	0000	_		EACH	DRAIL MONO DIRECTIONAL WHITE
F00	3			L	71:# .4.40.F010.0.0.40.4 .140.
100	1000	<u>8</u>		50. YD.	JAN TYPE 2
	ITEM	TOTAL TOBLORG		UNIT	SCRIPTION

1 1	Т							П
TOTAL TOBOJECT	5918	90 500	33,10	3.97	1584	1288	0901	5.94
НЕМІИGWAY РІ. НЭАОЯЧЧА							13	0.04
ЗНОПГ БЕВЗ	3446		33.1	3.97		225	240	0.87
US62 BYPASS	2472				1584	11.2	161	5.03
TINO	TON	TON	NOL	NOI	NOL	NOL	NOL	NOL
ITEM	(DCA)	TRAFFIC BOUND BASE	ASPHALT SEAL ACCRECATE	ASPHALT SEAL COAT	CL3 ASPH BASE 1,000 PG64-22	CL3 ASPH BASE 1.000 PG76-22	00387 CL3 ASPH SURF 0.388 PG76-22	24970EC ASPHALT MATERIAL FOR TACK NON-TRACKING (S)
ITEM	10000	00050	00100	00103	00214	91200	00387	24970EC

SCOTT COUNTY H3P\$1501 (051)

COUNTY OF 11035

PAVING SUMMARY

PAVING AREAS

ALL ASPHALT MIXTURES	ESTIMATED AT 110 LBS. PER SO. YD.	? INCH OF DEPTH, UNLESS	HERWISE.
H ALL ASPH	ESTIMATED	PER INCH	OTHERWISE
		1	JEC

NOTES

Colored Colo		S		7-			ALL ASPHALT MIXTURES SHALL BE ESTIMATED AT 110 LBS. PER SO. YD.
O O O O O O O O O O		SA9Y8	грева	HDAO		TAL JECT	PER INCH OF DEPTH, UNLESS NOTED OTHERWISE.
The control of the		798	понѕ	EMING R99A		OT OA9	() ESTIMATED AT 115 LBS. PER SO. YD. PER INCH OF DEPTH.
U A R E Y A R D S 4299 1317 1317 1318 1323 1323 1323 1323 1323 1323 1323 1324 1		n	;	Н			TO BE USED AS DIRECTED BY
1317 4299 1819 1819 1823 1323 1323 1323 1324 429 2348 7808 3498 7808 3498 15276 3498 15276 3498 15276		S 0 1	JAR	Е	A R	S	THE ENGINEER FOR MAINTENANCE
1317 1317 1819 1819 1323 1323 1323 1323 429 3496 7808 3496 179 3496 15276 3496 179	L	4299				4299	OF IRAPPIC.
1619 1819 1323 1323 1323 1323 4299 3498 7808 3498 179 15276 3498 179 15276 3498 179 23806	ı		1317			1317	(3) ESTIMATED ATS SEE SPECIAL NOTE
1323 1323 1323 1323 4299 429 3498 7808 3498 179 15276 3496 179 23806			6181			1819	TUR DOUBLE ASPHALI SEAL COAT
1323 1323 4299 3498 179 3498 179 15276 3498 179			1323			1323	
3498 15276 3498 179 3498 179 15276 3498 179			1323			1323	(4) ESTIMATED ATS SEE SPECJAL NOTE
3498 7808 3498 179 15276 3498 179 23806		4299				4299	(TWO APPLICATIONS).
3498 7808 3498 179 15276 3498 179 23806		4231				4231	C ESTIMATED AT 0 50 1 BS BEB
3498 179 15276 3498 179 23806		4310	3498			7808	So. YD.
3498 179 23806		11599	3498	179		15276	
		20129	3498	179		23806	6 APPROXIMATELY 1.96 ACRES.

PIPE DRAINAGE SUMMARY

ROL WHILE RAFFIC ONLY. 50 MGAL/MIL	
(T) FOR DUST CONTROL WH MAINTAINING TRAFFIC ESTIMATED AT 50 MGA	4 CT 4 CT 4 CT 4 CT 6
Θ	(

SEE SPECIAL NOTE FOR TUBULAR MARKERS -18" HEIGHT PEXCO CITY POST (EMBEDDED ANCHOR CUP). TO BE APPLIED TO STANDARD MEDIAN BARRIER TYPE 2 ⊚

BEMARKS

SLOPED BOX INLET TYPE 1

DROP BOX INLET TYPE 5F

DROP BOX INLET TYPE 5E

STORM SEWER PIPE-18 IN

CULVERT

^bh feaer Design

COVER HEIGHT SKEM

(INCLUDES 30,920 L.F. FOR THE RE-STRIBLING OF USES BYPASS OUTSIDE THE PROJECT LIMITS FROM USES INTERSECTION. INTERSECTION TO THE US25 INTERSECTION.

EACH EACH EACH

LF 00522

> Ή 2 2

믊

01517

01514

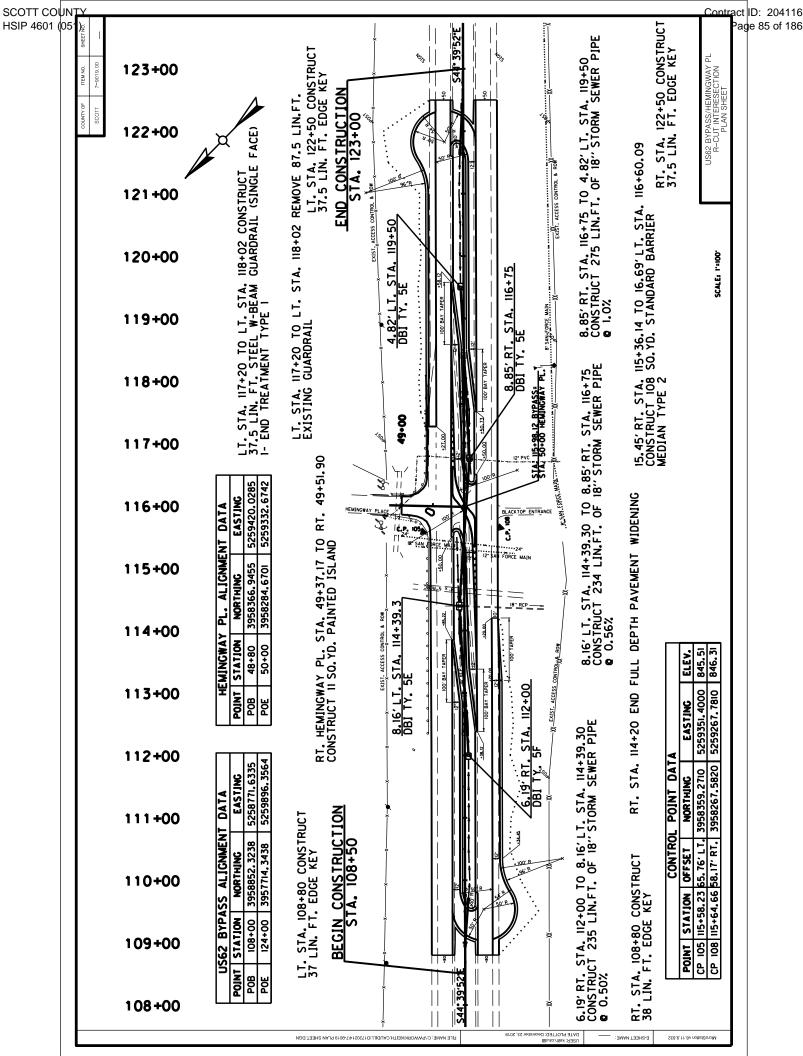
00462

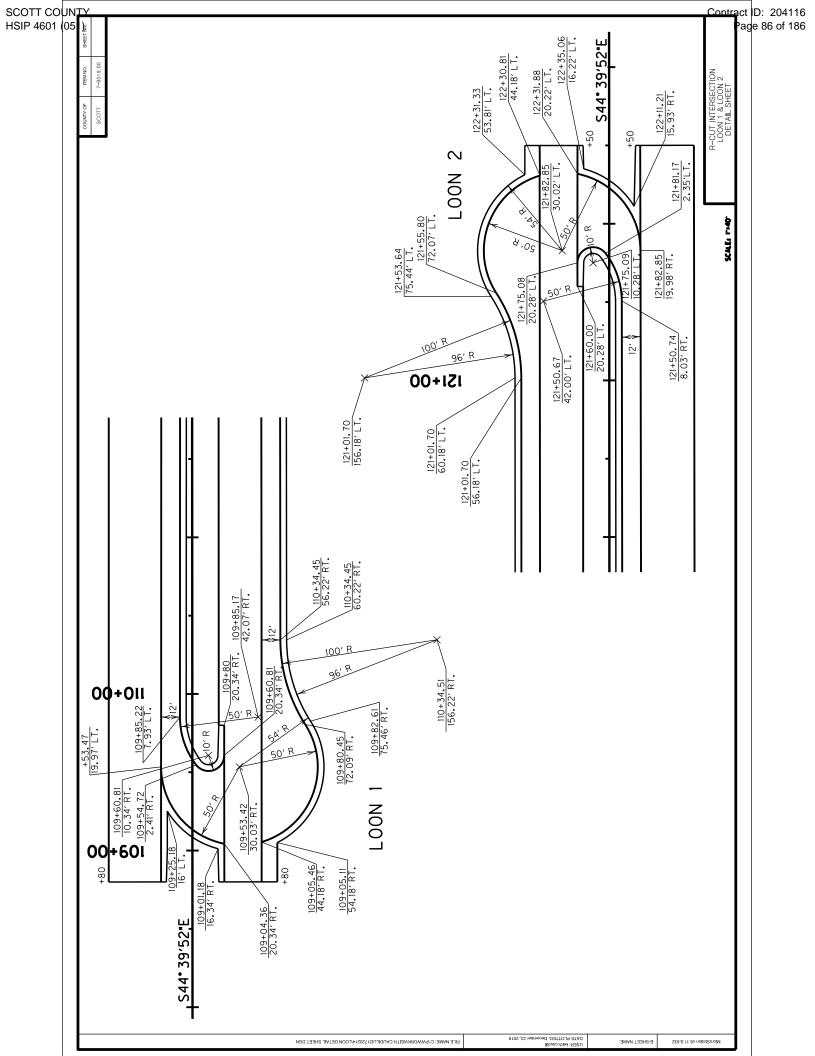
(I) INCLUDES 15,460 L.F. FOR THE RE-STRIBING OF USES BYPASS OUSIDE THE PROJECT LIMITS FROM USES INTERSECTION TO THE US25 INTERSECTION).

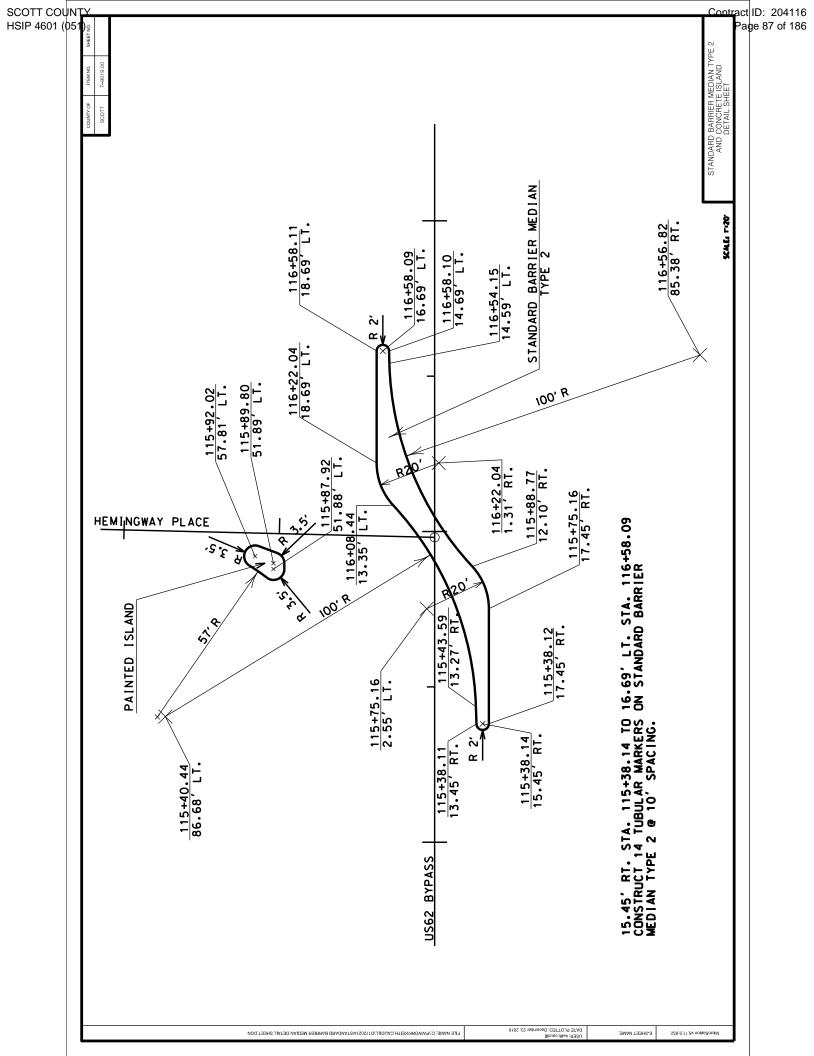
ESTIMATE FOR EARTHWORK CALCULATIONS ARE FOR DESIGN ONLY. THE CONTRACTOR IS ADVISED THAT THE EARTHWORK

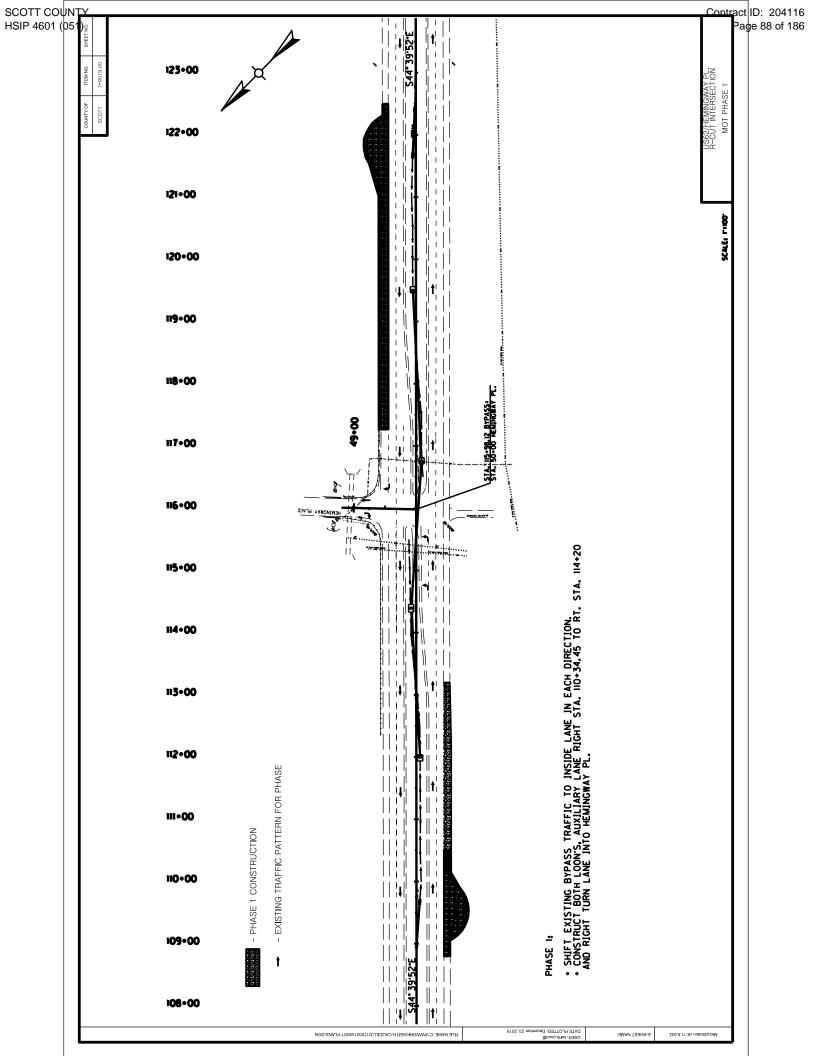
Contrac	+ ID·	20411
ACACULATIONS SHOWN ARE FOR IMPORMATION ONLY, ASSUMPTIONS FOR SHRINKAGE AND SWELL FACTORS ARE THE CONTRACTOR'S RESPONSIBILITY.	age 84	GENERAL, PIPE & PAVING SUMMARY SHEET

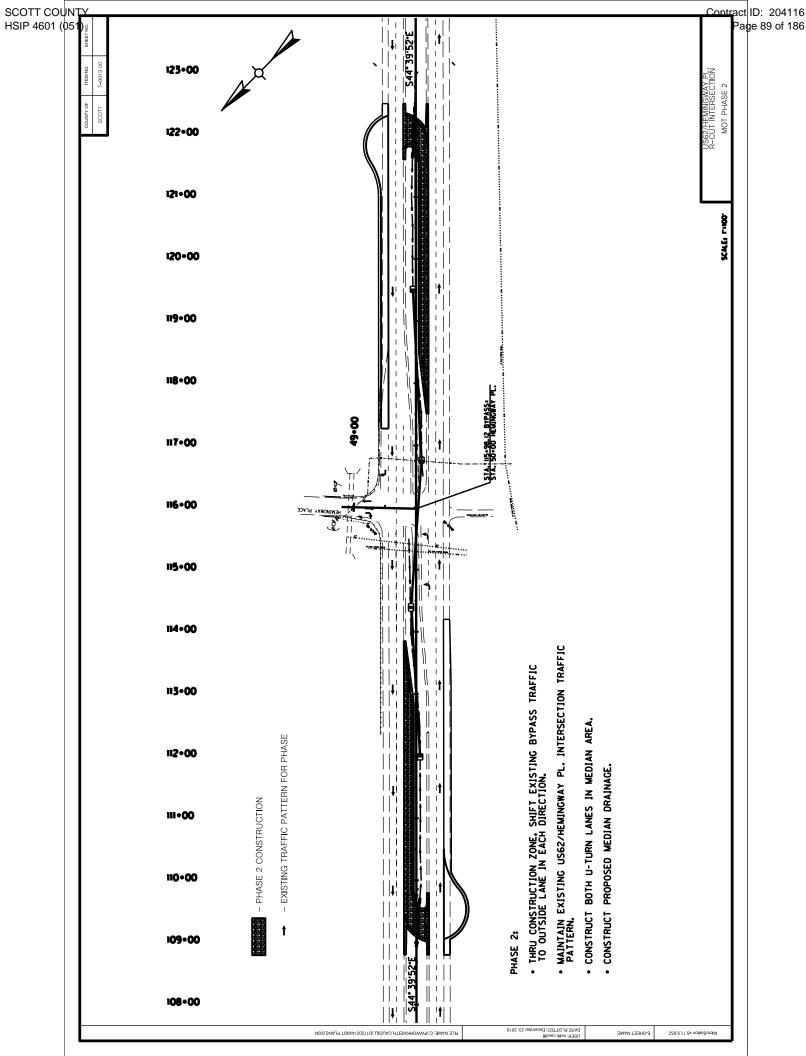
ITEM	00000 DGA 00020 TRA 00100 ASP 00103 ASP 00214 CL3 00216 CL3 24970EC ASP	10° DGA 16° 5° DGA 21° AVE. FUL 21° AVE. FUL ASPHALT SE ASPHALT SE 3.5° CL3 AS 3.0° CL ASP 1.2° CL3 AS 1.2° CL3 AS 1.2° CL3 AS 1.2° CL3 AS 1.2° CL3 AS	TTEM CODE UNIT TO UN
TOTAL TOBLORG	108 14357 114 37,5 1 1 150 1 150	1160 1 675 675 4670 800 2 2 4 4 6 6 6 6 7 134 0.55 10648	7 246 62 720 10295 38,505 18,170 10 10 18 18 18 19 18 19 10 10 10 10 10 10 10 10 10 10 10 10 10
FIND			SO, FT. LF LF LF LF LF LF LF LF LF L
DESCRIPTION	STANDARD BARRIER MEDIAN TYPE 2 DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE ROADWAY EXCAVATION WATER GUARDRAIL-STEEL W BEAM-S FACE GUARDRAIL END TREATMENT TYPE I REMOVE GUARDRAIL CLEARING SORDBBING TEMPORARY SIGNS DEMOBILIZATION EDGE KEY	FABRIC GEOTEXTILE TYPE IV FOR PIPE MAINTAIN & CONTROL TRAFFIC PORTABLE CHANGEABLE MESSAGE SIGN MOBILIZATION FOR WILLING AND TEXTURING SHOULDER RUNBLE STRIPS TEMPORARY SILT FENCE SILT TRAP TYPE A SILT TRAP TYPE A SILT TRAP TYPE B CLEAN SILT TRAP TYPE B CLEAN SILT TRAP TYPE C THBULAR WARKERS SEXCO CITY POST EMBEDDED ANCHOR CUPY THBULAR WARKERS SEXCO CITY POST EMBEDDED THBULAR WARKERS SEXCO CITY POST EMBEDDED TEMPORARY SEEDING AND PROTECTION TEMPORARY SEEDING AND PROTECTION TEMPORARY SEEDING AND PROTECTION THE SEEDING AND PROTECTION	05992 AGRICUL TURAL LIMESTONE 06406 SBM ALUM SHEET SIGNS .080 IN 06407 SBM ALUM SHEET SIGNS .080 IN 06407 SBM ALUM SHEET SIGNS .080 IN 06510 STEEL POST TYPE I 06510 PAVE STRIPING-THERNO-6 IN-W 065568 PAVE STRIPING-THERNO-6 IN-W 065568 PAVE MARKING-THERNO CHEVRON 06574 PAVE MARKING-THERNO CHEVRON 06576 PAVE MARKING-THERNO U-TURN 066576 PAVE MARKING-THERNO U-TURN 10020NS FUEL ADJUSTWENT 10030NS FUEL ADJUSTWENT 21289ED LONGITUDINAL EDGE KEY 22608EC YELLOW PAINT FOR WEDIAN SAFETY NOSE 24631EC BARCODE SIGN INVENTORY
ITEM	01917 01987 02200 02242 02351 02367 02367 02565 02569 02569	02650 02650 02651 2677 2677 02704 02705 02706 02706 02706 02707 02708 02708 02708 02708 02708 02708 02708 02708 02708 02708 02708 02708 02708 02708 02708 02708 02708	06992 AGRICI 06406 SBW A 06407 SBW A 06407 SBW A 06510 PAVE 06532 PAVE 06534 PAVE 06534 PAVE 06534 PAVE 06534 PAVE 10020NS FUEL 110020NS FUEL 110030NS ASPHA 21289ED LONGI 2360BEC YELLO 24489EC INLAID 24631EC BARCO

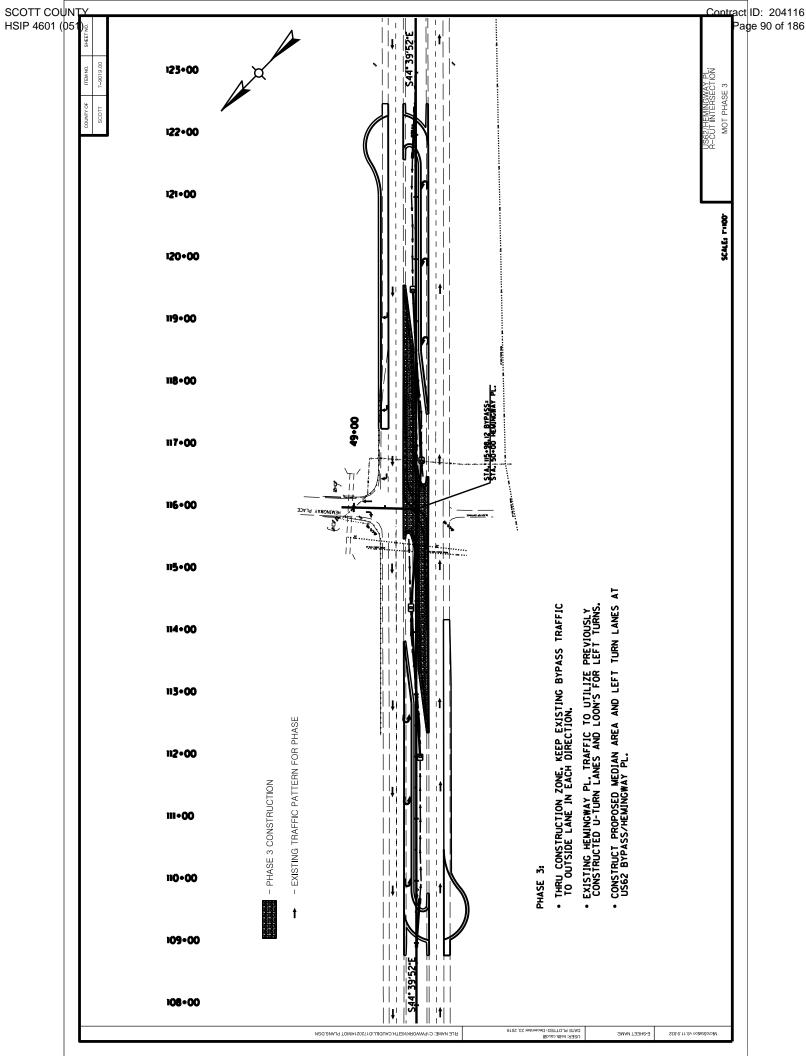


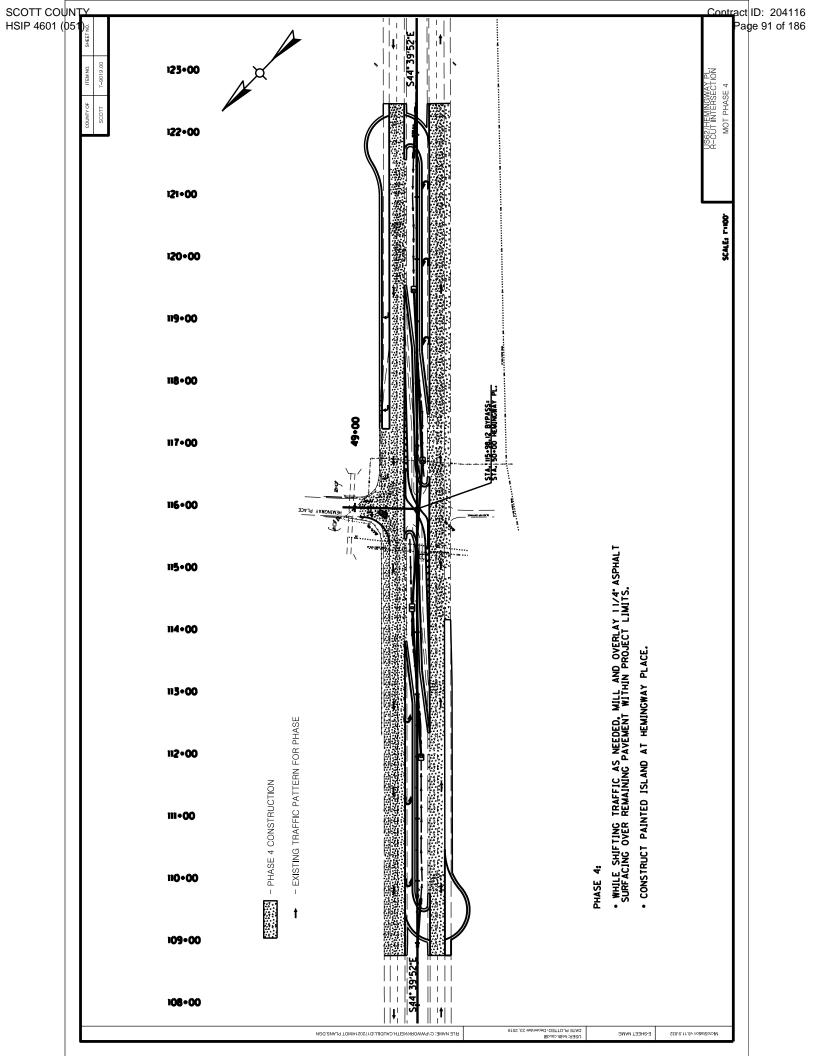


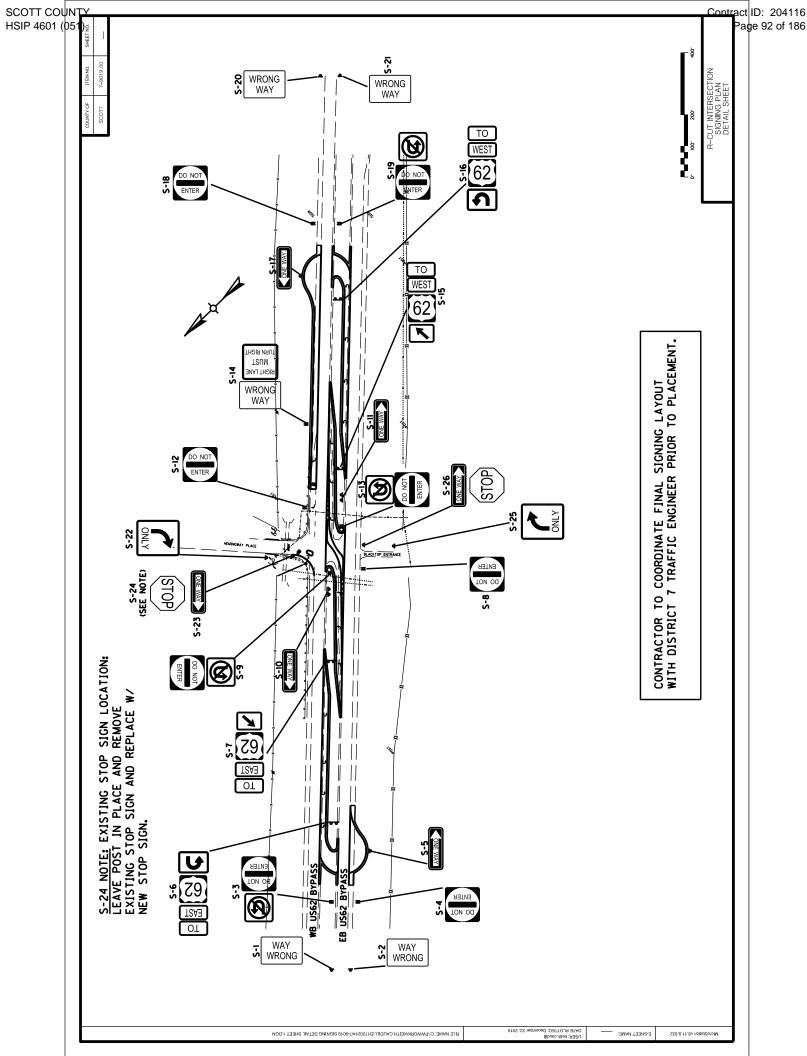












SHEETING SIGNS DETAIL SHEET

H 31 P 1 501 (051)

PLANTY.

EACH)

6

36 × 36

ऴ

36 × 36

8

36 × 36

ō

30 × 36

~

2

36 × 36

7

42 × 30

S

9

36 × 12

~

6

54 x 12

~

5

54 × 12

~

					1					
DESCRIPTION	RICHT LANE MUST TURN RICHT	STOP	NO U-TURNS	RJGHT TURN ONLY	DO NOT ENTER	WRONG WAY	ONE WAY	ONE WAY	ONE WAY	
SIGN	RIGHT LANE MUST TURN RIGHT	STOP		ONICA		WRONG	ONE WAY	ONE WAY	ONE WAY	
SIGN DESIGNATION	R3-7R	-i-	R3-4	R3-5	R5-1	R5-10	R6-1	R6-1	R6-1	
QUANTITY	36	σ.	6	⊕	6	ø				
DIMENSIONS (INCHES)	36 × 36	36 × 18	36 × 18	36 × 18	30 x 21	30 × 21				
(EACH)	4	2	2	4	2	2				
DESCRIPTION	US ROUTE SICN	CANDINAL PHECTION	CARDINAL PURCTION	01	DIACONAL ARROW	U-TURN				
SIGN	[62]	EAST	WEST	OT OT		C,				
SIGN DESIGNATION	F- [N	W3-2	W3-4	5-77	M6-2	CUSTOW				

of 186 Page 93

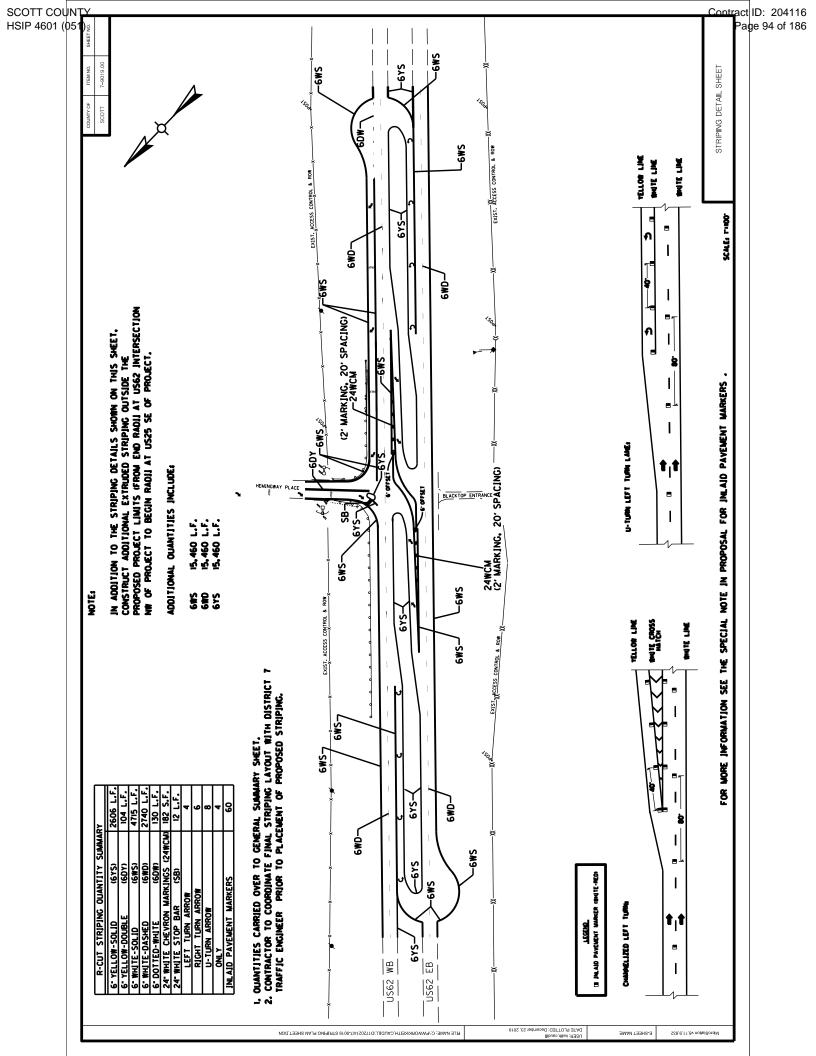
SHEETING SIGNS DETAIL SHEET

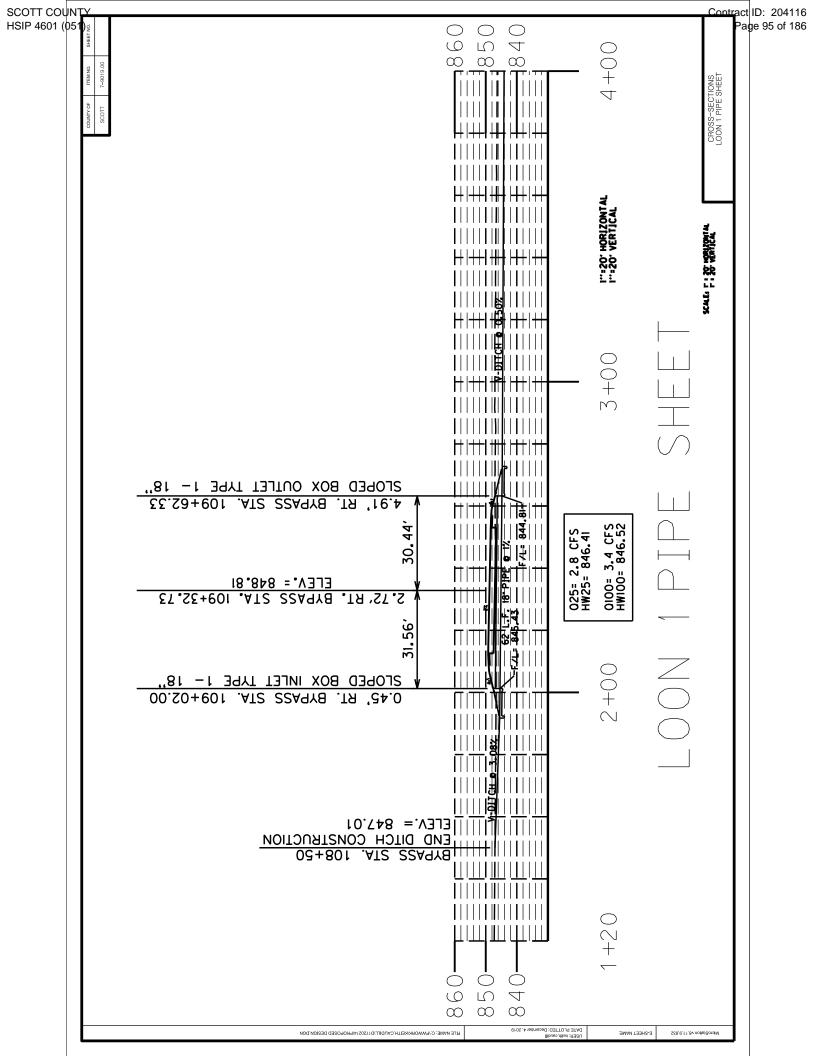
SPECIAL NOTES.

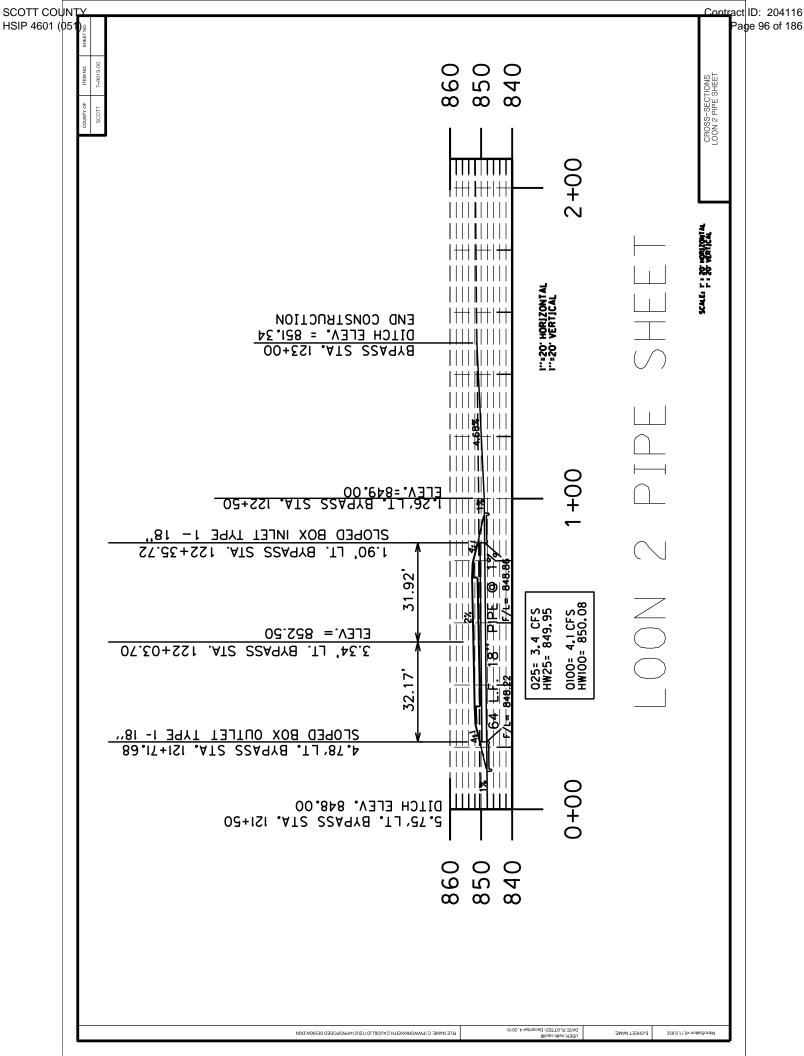
1. THE COLORS SHALL BE AS SHOWN IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND "STANDARD HIGHWAY SIGNS".

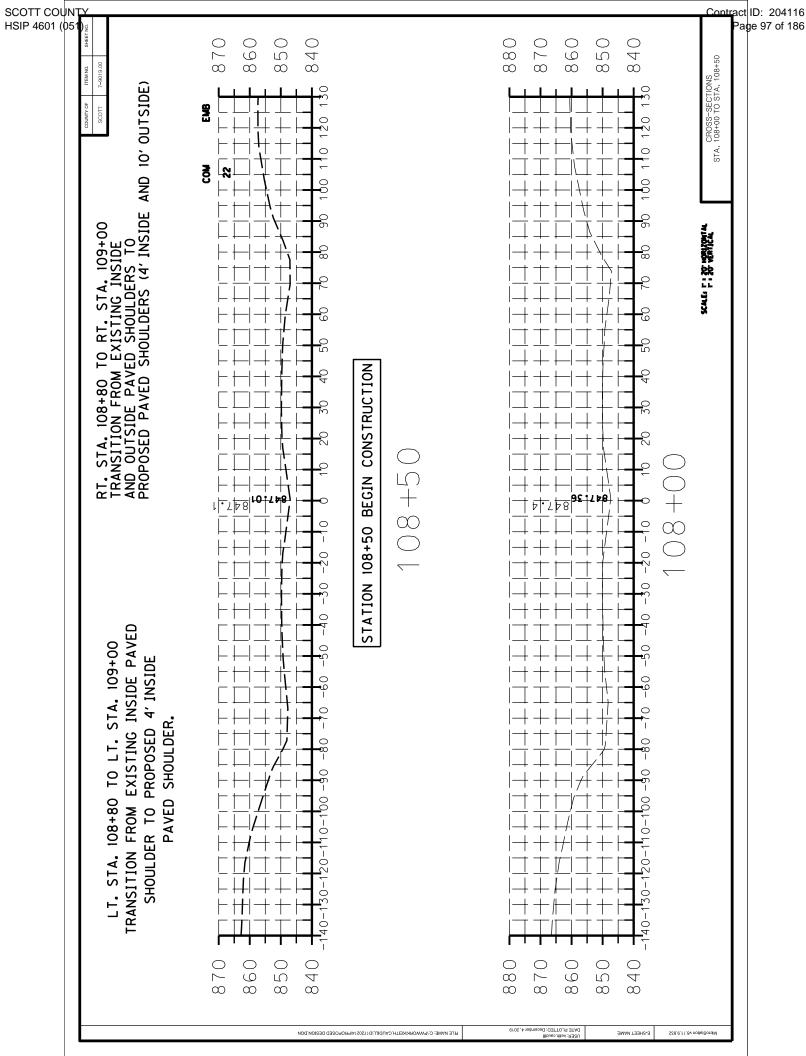
2. SHEETING SIGNS SHALL BE FABRICATED FROM 0.125 GAUGE MATERIAL IF ANY DIMENSION IS GREATER THAN 36"THURTY-SIX INCHES, OTHERWISE 0.080 GAUGE SHALL BE USED.

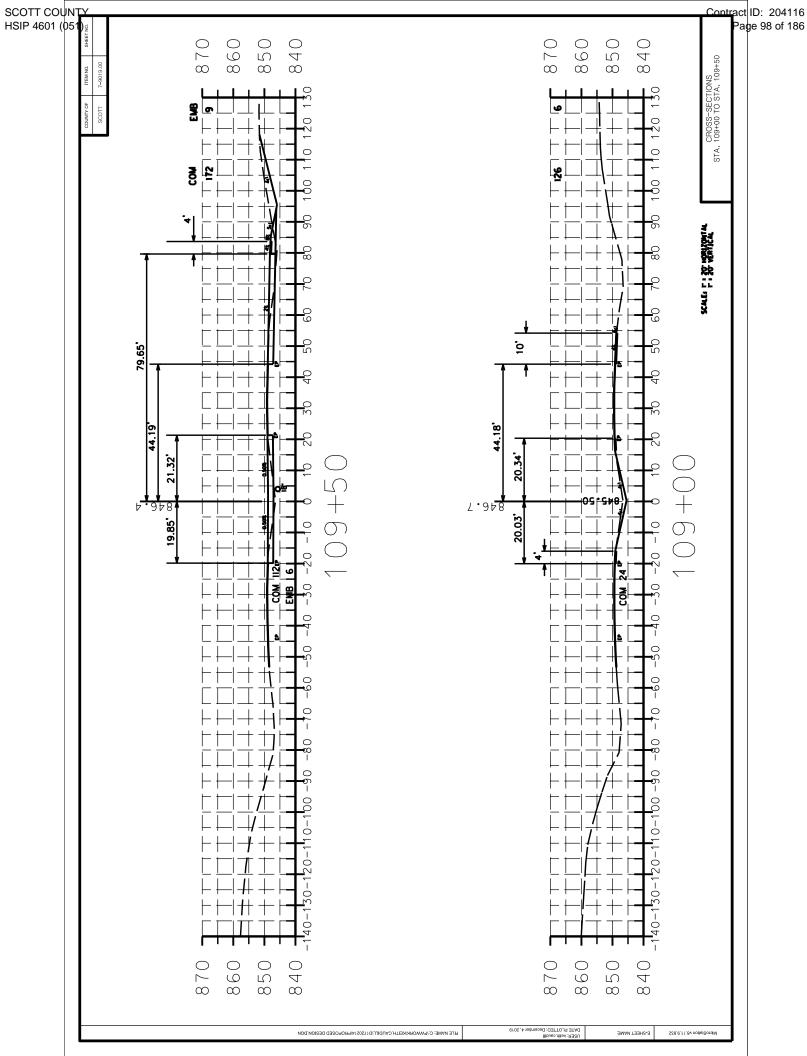
3. SHEETING SIGNS SHALL BE MOUNTED ON TYPE I POST USING STANDARD INSTALLATION IN SOIL, WITH SOIL STABLIZER. SEE THE SHEETING SIGN DETAIL SHEETS.

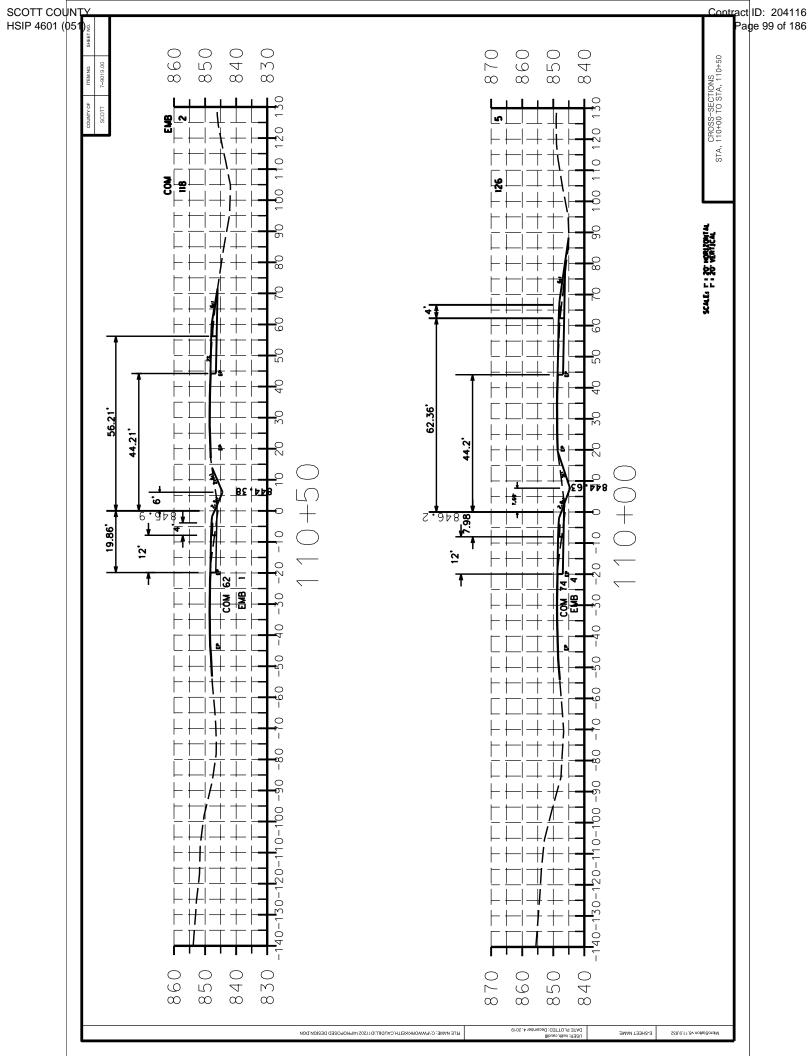


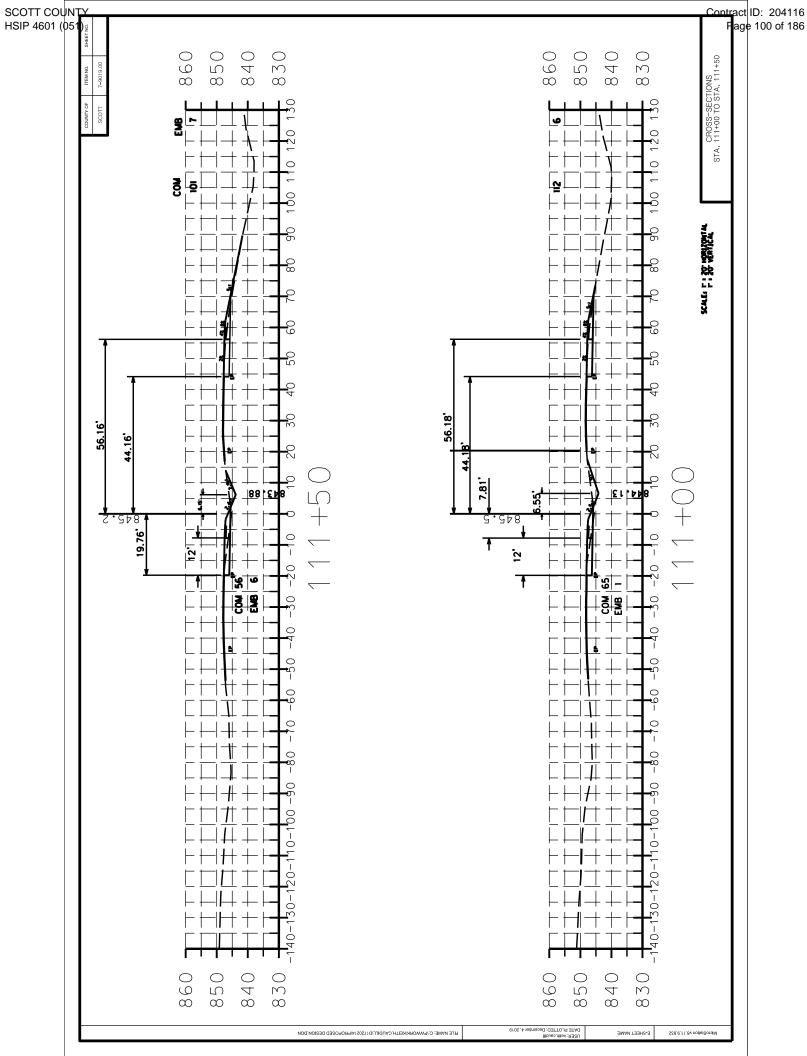


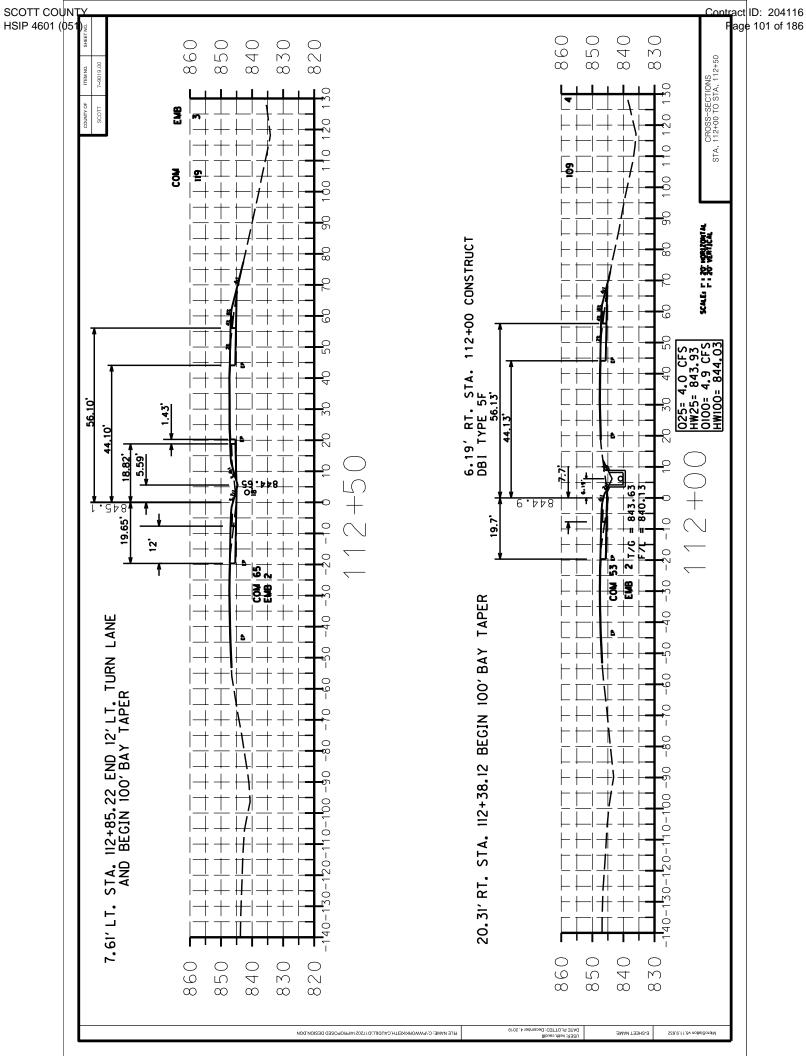


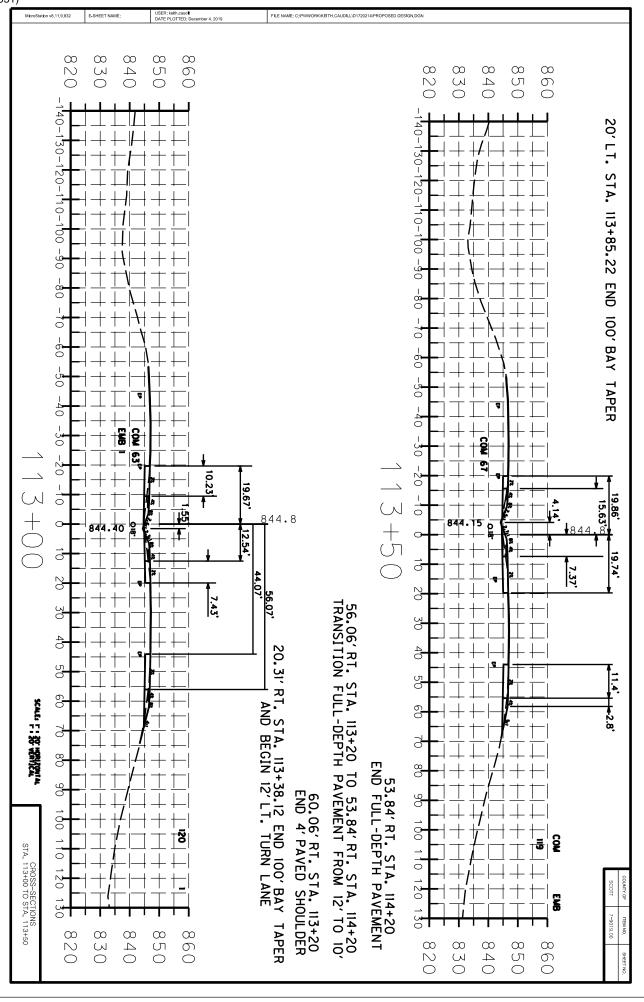


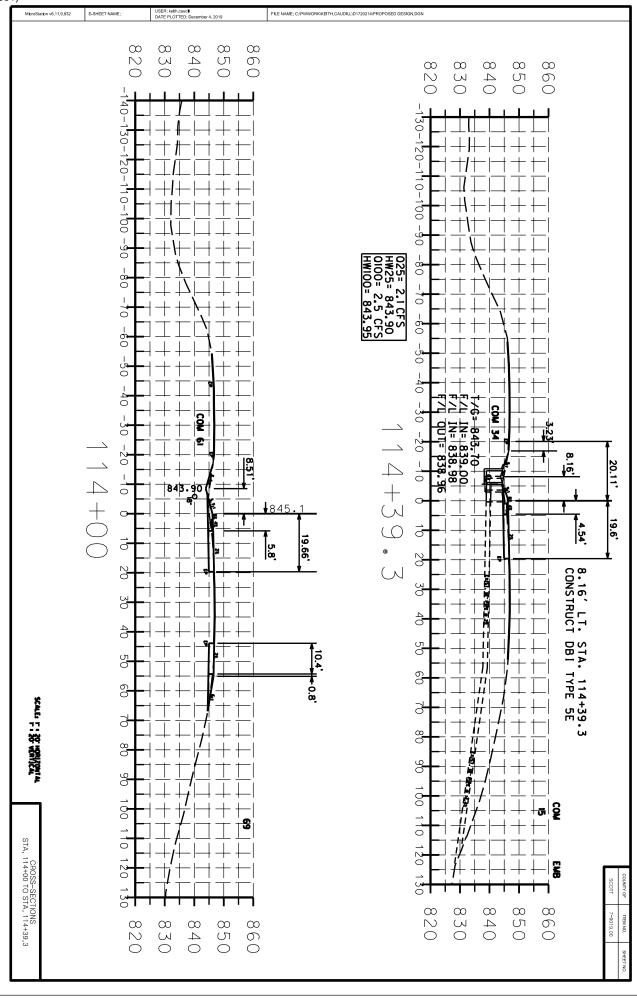


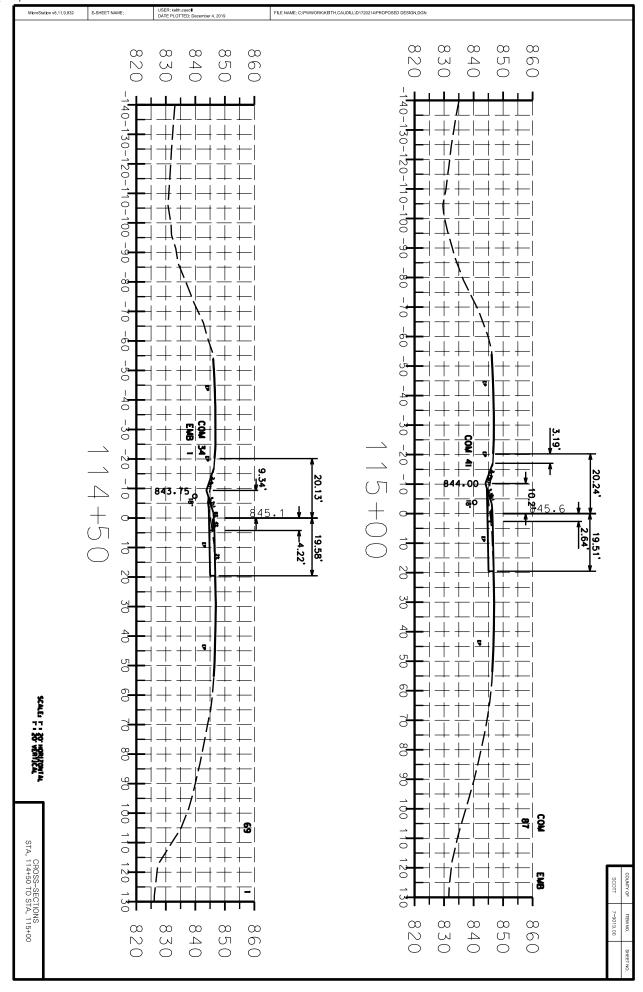


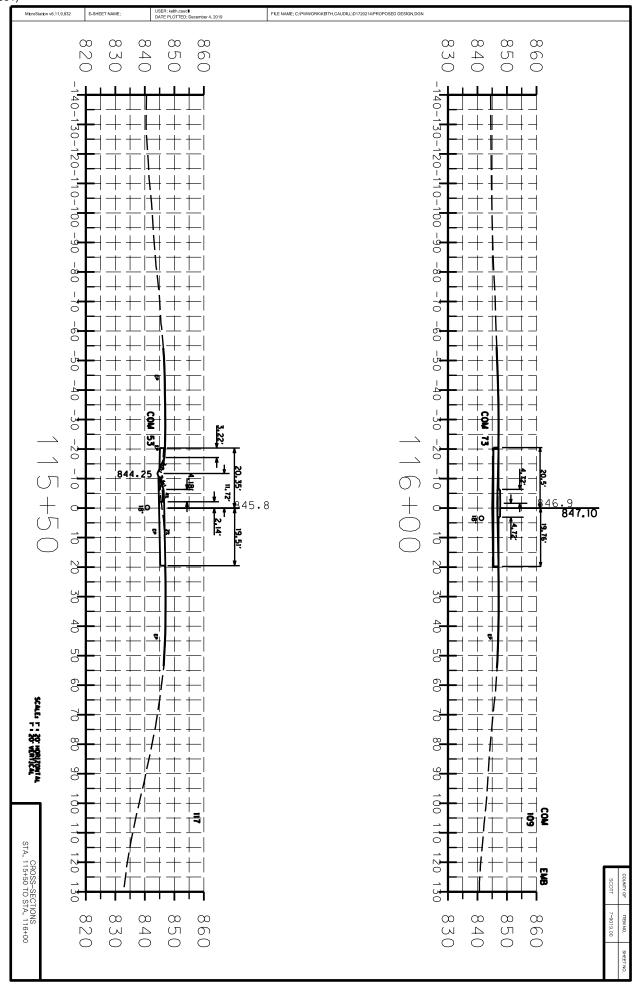


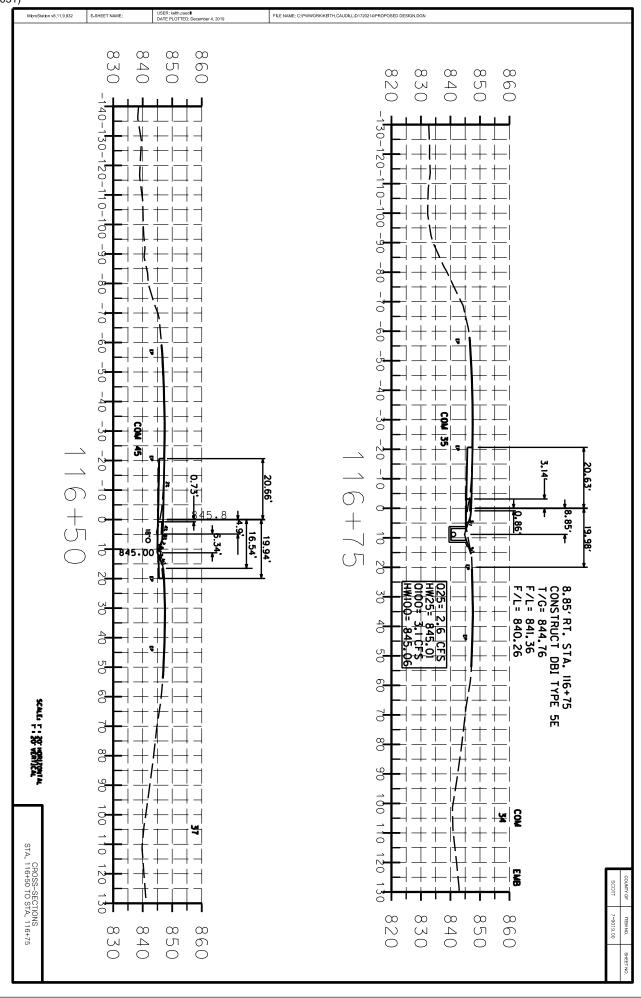


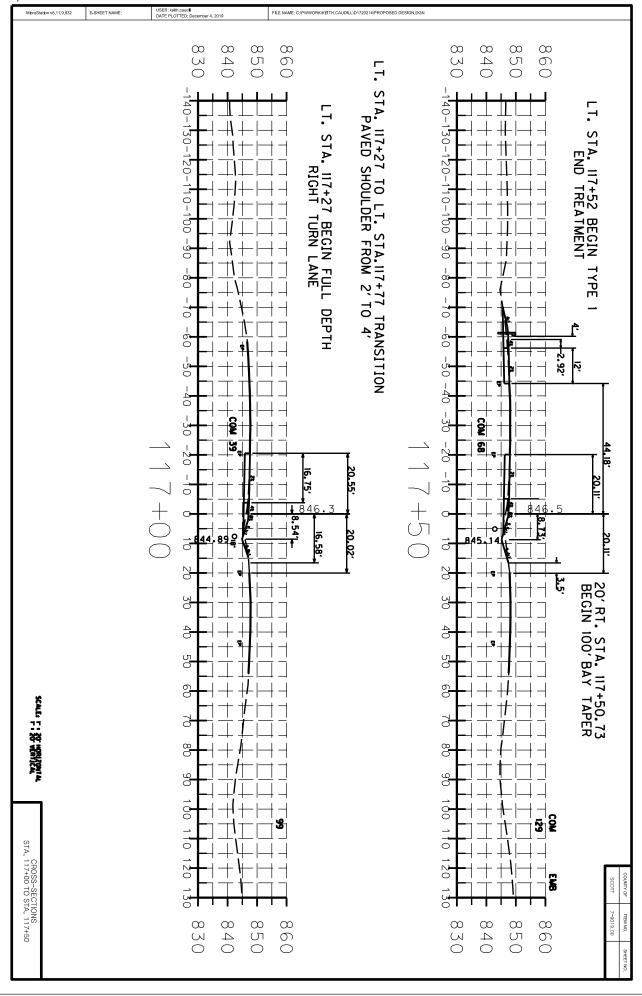


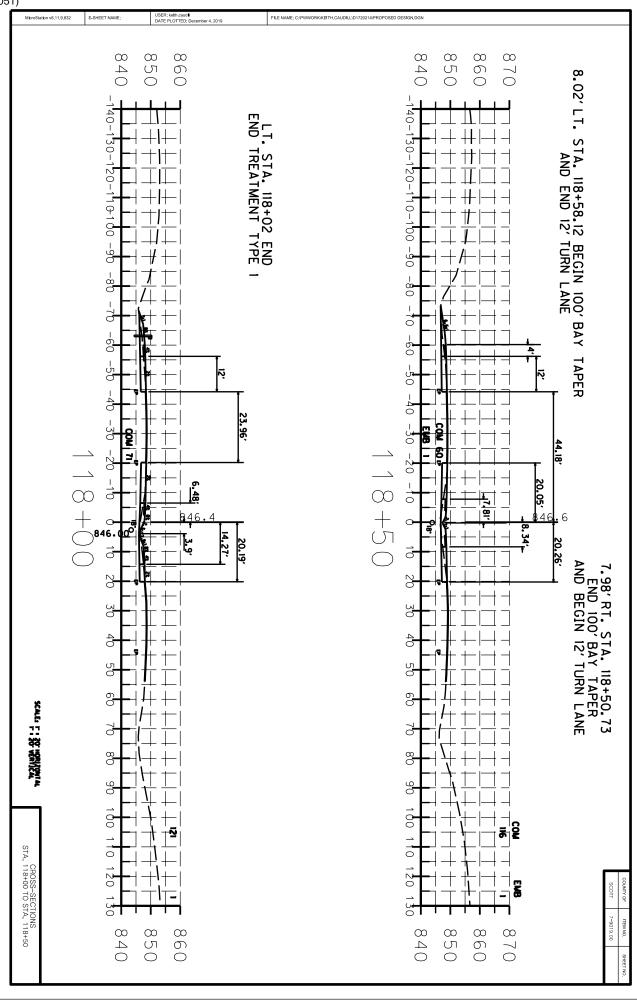


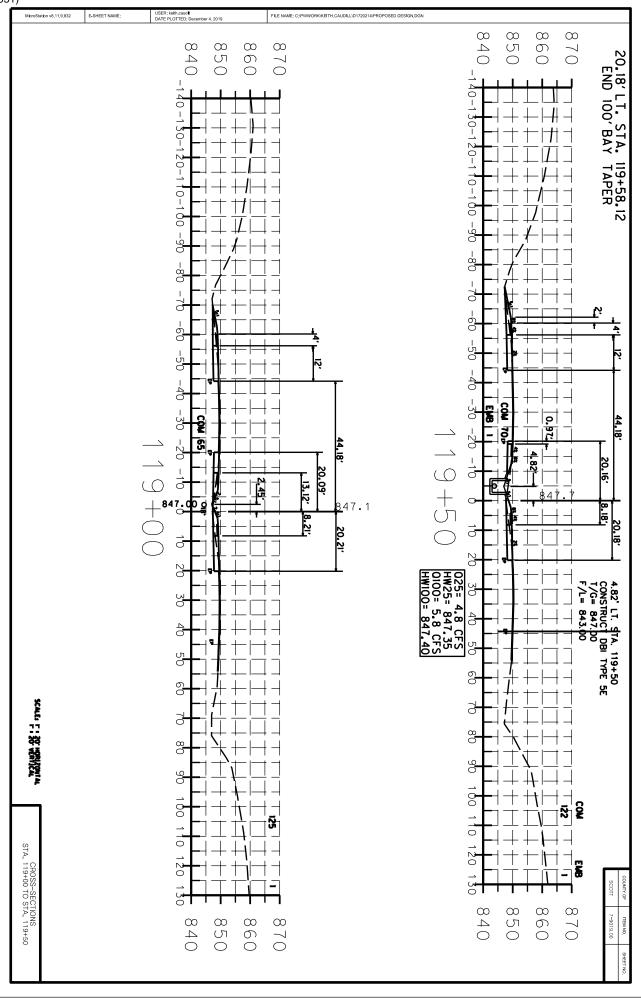


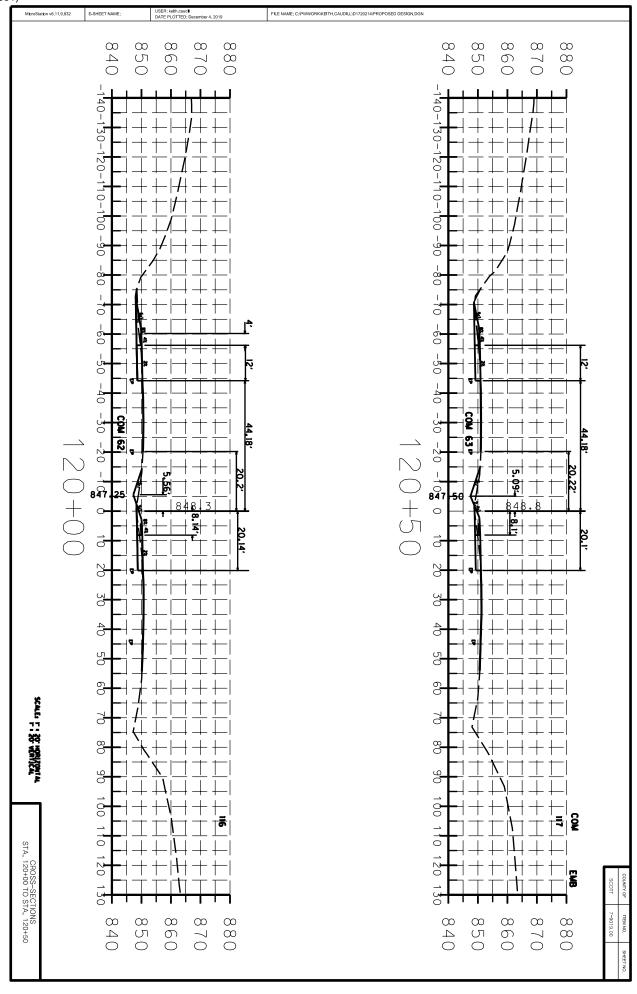


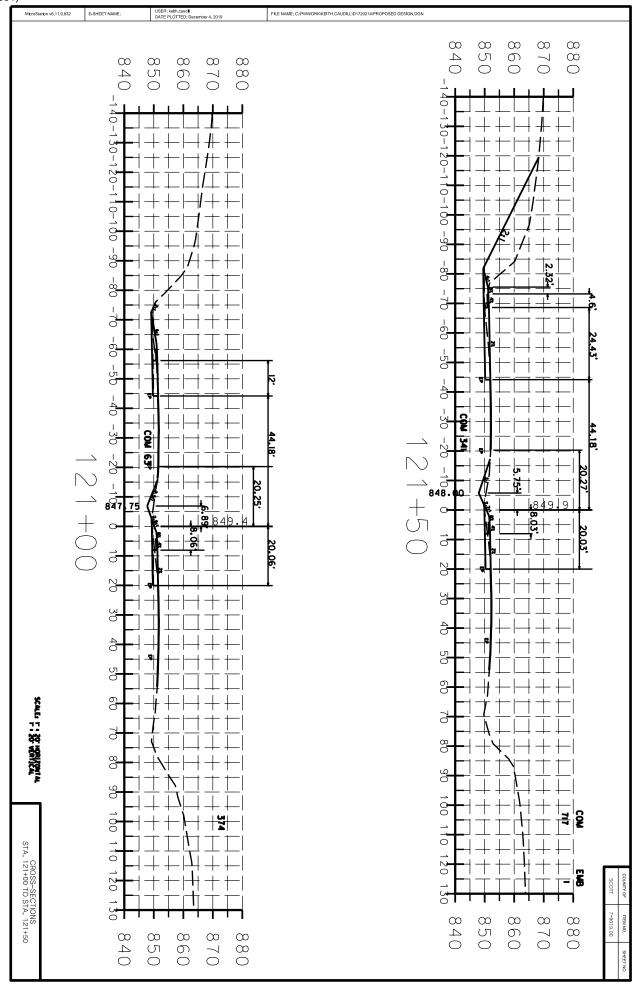


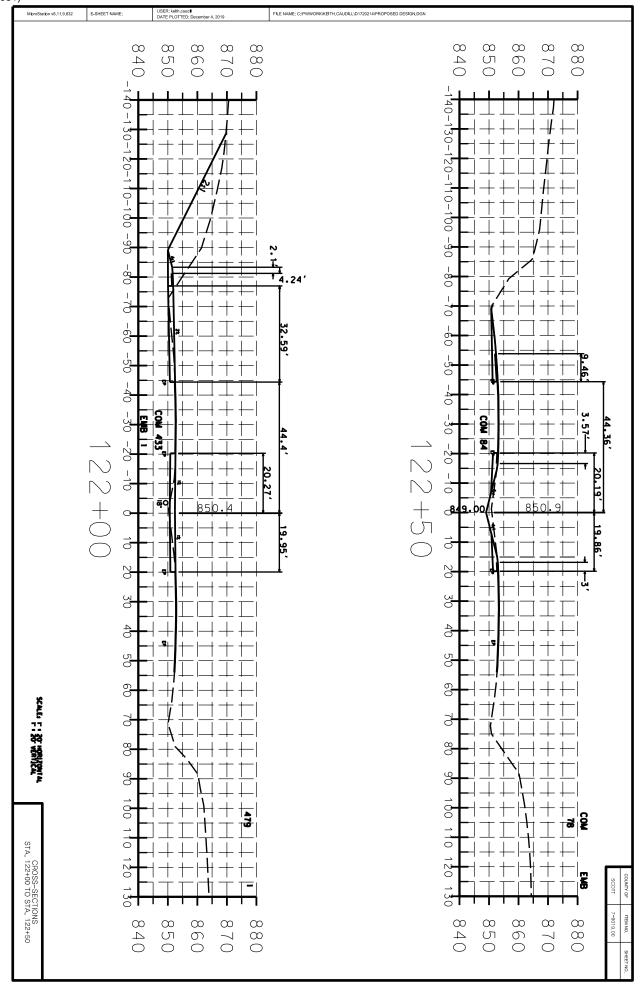


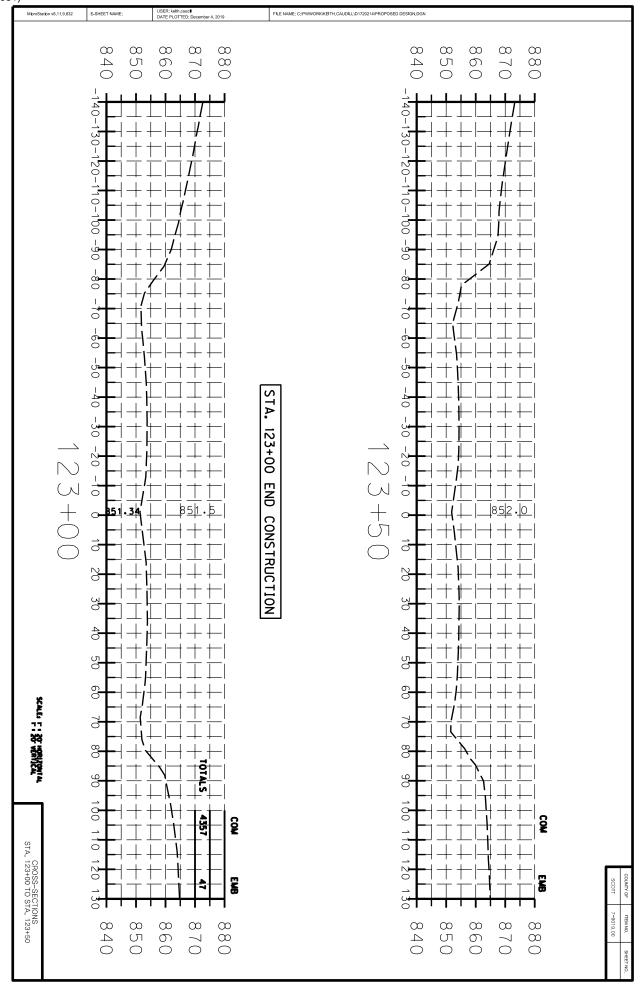






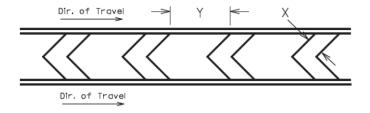


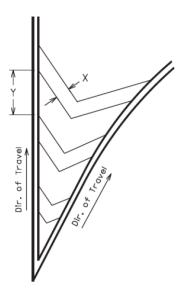




CHEVRON PAVEMENT MARKINGS DETAIL

TYPICAL CHEVRON MARKINGS





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

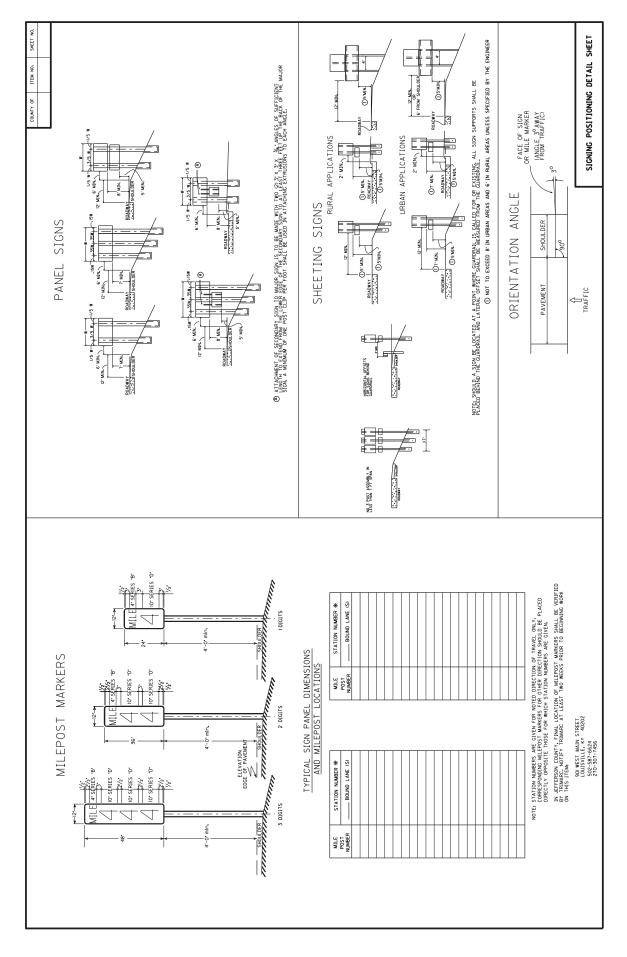
NOTE: Adjust the width and spacing of the chevron pavement markings as necessary so that a minimum of three (3) chevron markings are placed within the area being marked. The 1:10 ratio between width and spacing values should be maintained as much as possible.

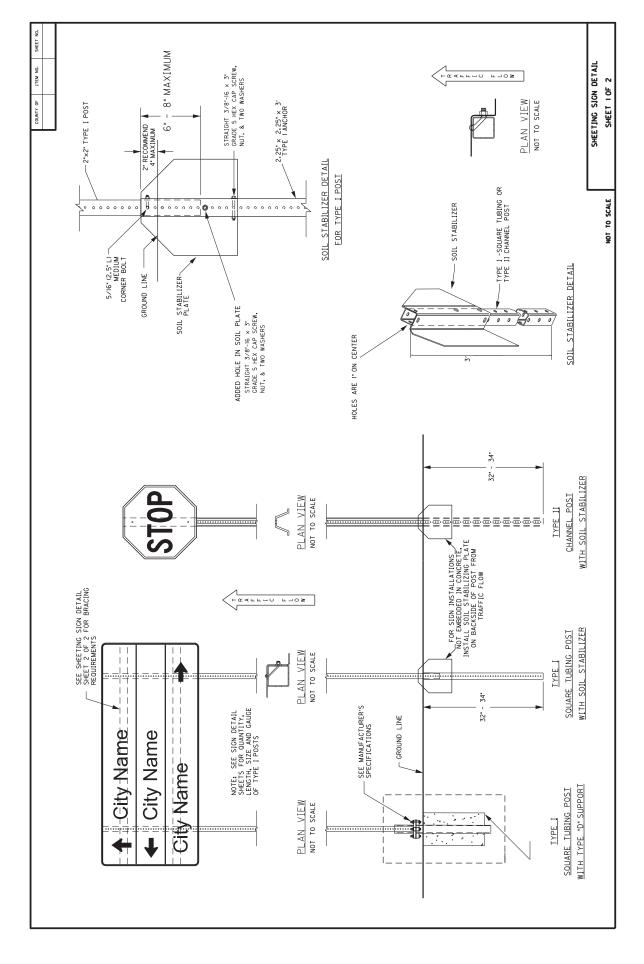
Refer to Section 717 of the Standard Specifications for Road and Bridge Construction, current edition, for more information concerning Material and Construction specifications.

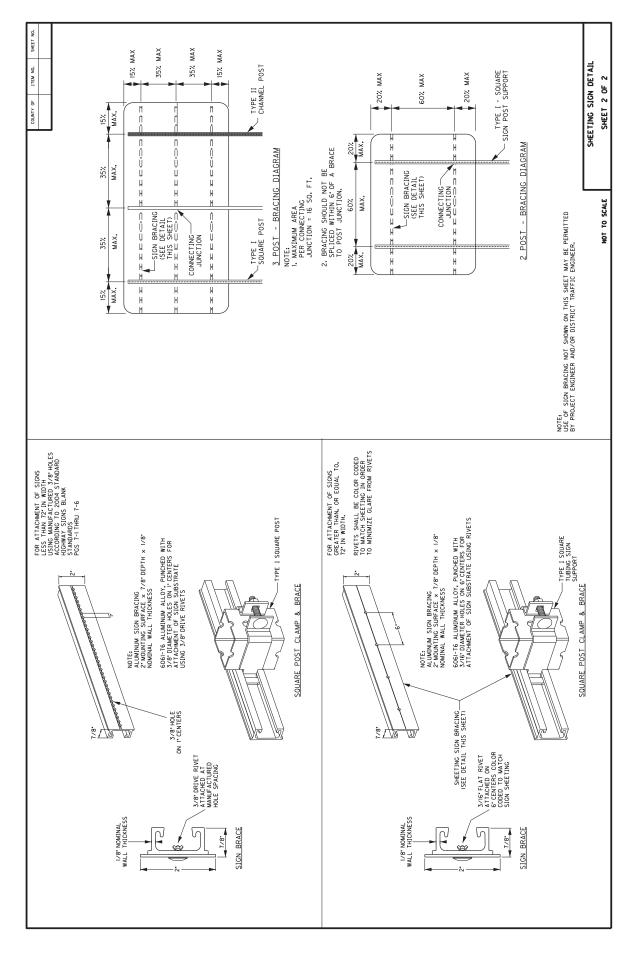
The Department will measure the finished in-place area of Chevron Pavement Markings in Square Feet. The Department will NOT measure overlaps or the void space between the chevrons. See Section 717.04 for additional measurement information.

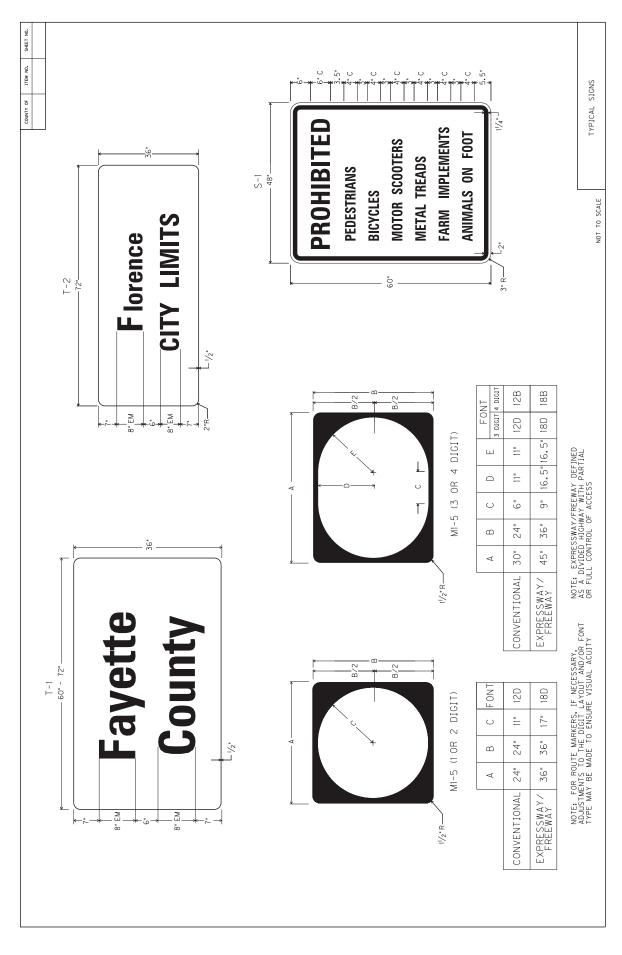
When listed as a bid item, the Department will make payment for the completed and accepted quantities of Chevron Pavement Markings under the following:

CodePay ItemPay Unit24679EDPave Mark Thermo ChevronSquare Foot









GUARDRAIL DELIVERY VERIFICATION SHEET

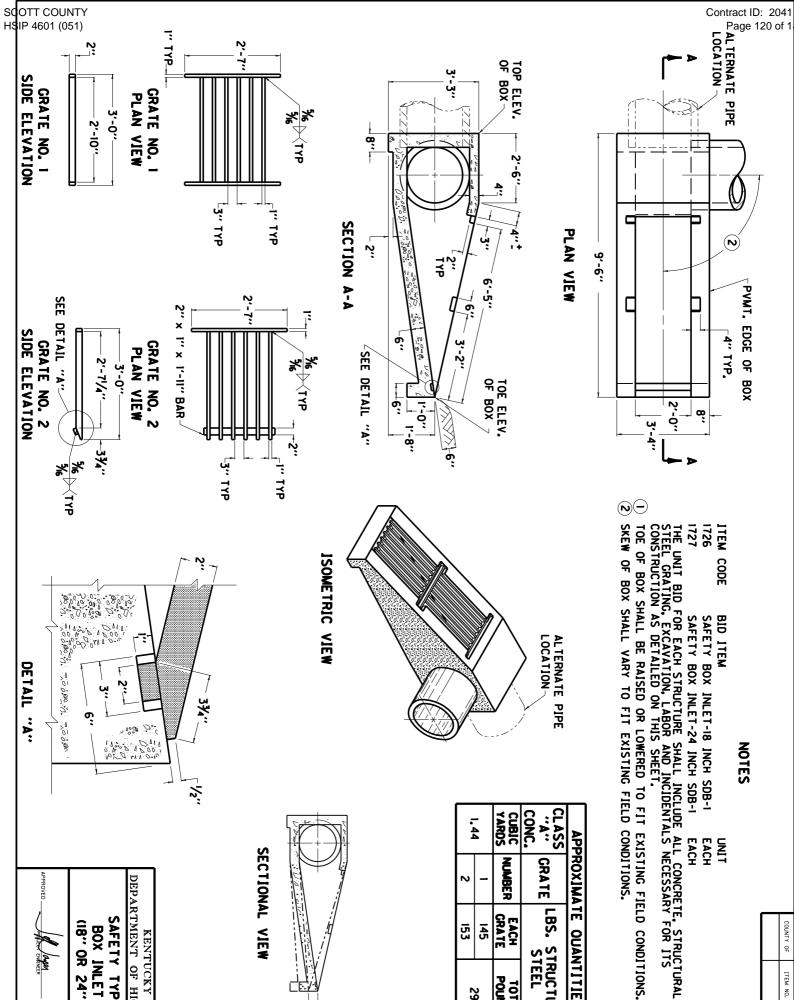
Contract ID: 204116 Page 119 of 186

Contract Id:		Contractor:					
Section Engineer:		_ District & County: _	-				
<u>DESCRIPTION</u>	<u>UNIT</u>	QTY LEAVING PROJECT	QTY RECEIVED@BB YARD				
GUARDRAIL (Includes End treatments & crash cushions) STEEL POSTS	LF EACH						
STEEL BLOCKS	EACH						
WOOD OFFSET BLOCKS	EACH						
BACK UP PLATES	EACH						
CRASH CUSHION	EACH						
NUTS, BOLTS, WASHERS	BAG/BCKT						
DAMAGED RAIL TO MAINT. FACILI	ΓY LF						
DAMAGED POSTS TO MAINT. FACI	LITY EACH						
* <u>Required Signatures before</u>	: Leaving Proje	<u>ct Site</u>					
Printed Section Engineer's Re	epresentative_		& Date				
Signature Section Engineer's	Representativ	e	_& Date				
Printed Contractor's Represe	entative		_& Date				
Signature Contractor's Repre	esentative		_& Date				
*Required Signatures after A	<u>Arrival at Baile</u>	y Bridge Yard (All material	on truck must be counted & the				
<u>quantity received column co</u>							
Printed Bailey Bridge Yard Re	epresentative_		& Date				
Signature Bailey Bridge Yard	Representative	2	_& Date				
Printed Contractor's Represe	entative		& Date				
Signature Contractor's Repre	esentative		_& Date				
•	ent will not be	made for guardrail removal	uantities shown in the Bailey Bridge until the guardrail verification sheets e Yard Representative.				

Date: _____

By: _____

Completed Form Submitted to Section Engineer



COUNTY OF

ITEM NO.

SHEET NO.

SAFETY BOX INLET-24 INCH SDB-I SAFETY BOX INLET-18 INCH SDB-1 **EACH** NI.

EACH

TOE OF BOX SHALL BE RAISED OR LOWERED TO FIT EXISTING FIELD CONDITIONS.

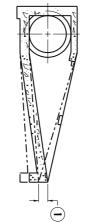
SKEW OF BOX SHALL VARY TO FIT EXISTING FIELD CONDITIONS.

CLASS CUBIC YARDS CONC. APPROXIMATE QUANTITIES GRATE LBS. STRUCTURAL NUMBER EACH GRATE 145 TOTAL POUNDS

1.44

153

298



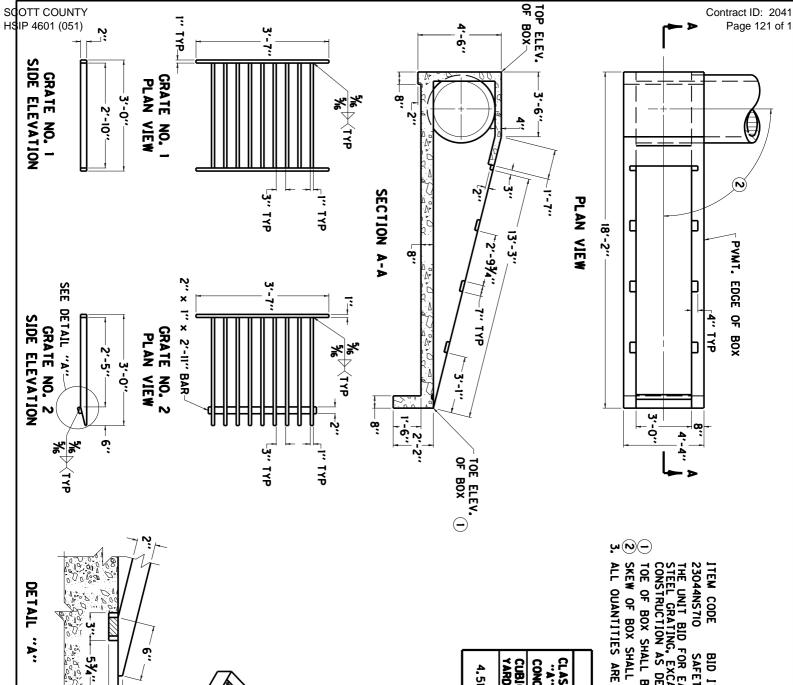
SECTIONAL VIEW

DEPARTMENT OF HIGHWAYS SAFETY TYPE BOX INLET

KENTUCKY

(18" OR 24")

APPROVED. 06-04-2008





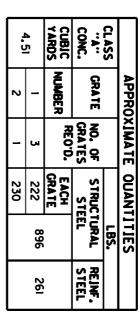
COUNTY OF

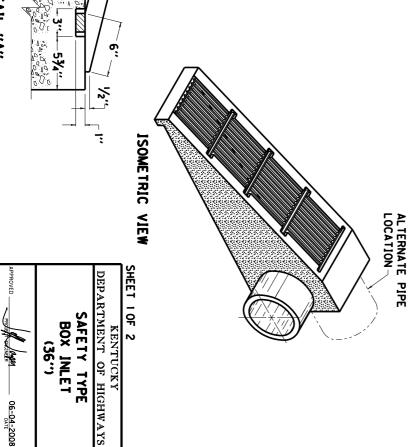
ITEM NO.

SHEET NO.

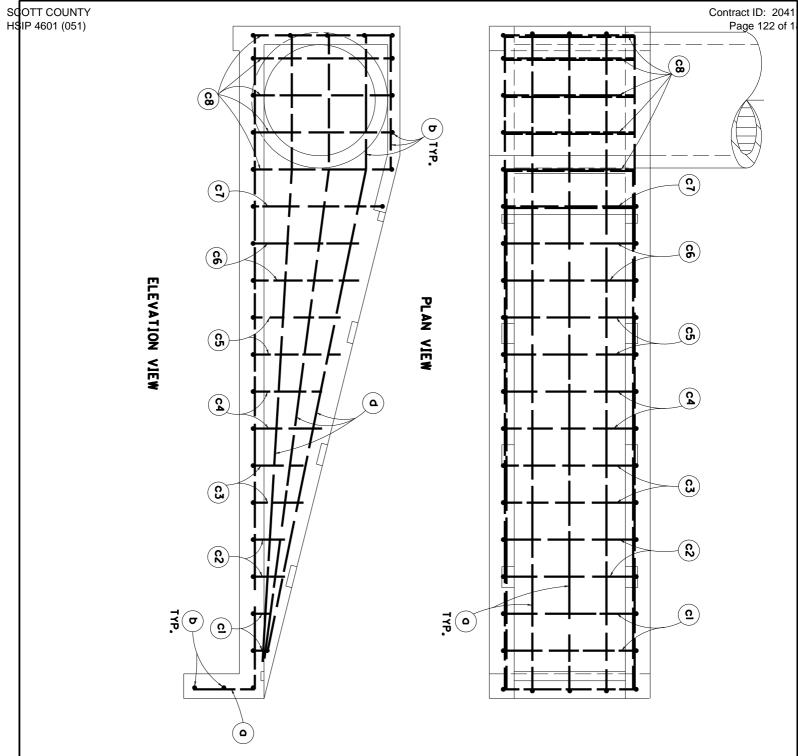
THE UNIT BID FOR EACH STRUCTURE SHALL INCLUDE ALL CONCRETE, STRUCTURAL STEEL GRATING, EXCAVATION, LABOR AND INCIDENTALS NECESSARY FOR ITS CONSTRUCTION AS DETAILED ON THIS SHEET. SAFETY BOX INLET-36 INCH SDB-1 BID ITEM EACH T IND

- TOE OF BOX SHALL BE RAISED OR LOWERED TO FIT EXISTING FIELD CONDITIONS.
- SKEW OF BOX SHALL VARY TO FIT EXISTING FIELD CONDITIONS.
- ALL QUANTITIES ARE FOR ONE HEADWALL.





06-04-2008



COUNTY OF

ITEM NO.

SHEET NO.

- NUMBER OF BARS IN ONE HEADWALL.

 2. DIMENSIONS ARE O. TO O. OF BARS.

 3. ALL BARS ARE STRAIGHT EXCEPT THOSE SHOWN BELOW.

BENT BAR SHAPES

K=3'-6"

BARS ©

K=1'-8"

BARS (a)

۵	င္ထ	C7	92	င္ပ	2	င္မ	C2	ū	σ	٥		ᄍᄍ	N
4	4	4	4	4	4	4	4	4	4	4		Ę	<u>-</u> S
თ	ர	_	~	~	~	~	2	~	ಕ	5	u	•	ON
ᇽ	=	=	9	œ	7	თ	ப	ഗ	u	61		FΤ	НТЭЛ
4	თ	0	ō	ō	ō	ō	ō	0	თ	6	1	IN	H
	u	u	u	u	u	u	u	u		-		FΤ	-
	ი	6	တ	თ	თ	ი	6	ი		œ		IN	

SHEET 2 OF 2

KENTUCKY
DEPARTMENT OF HIGHWAYS

BILL OF REINFORCEMENT SAFETY TYPE BOX INLET (36")

06-04-2008

PART II SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the Standard Specifications for Road and Bridge Construction and Standard Drawings are superseded by Standard Specifications for Road and Bridge Construction, Edition of 2019 and Standard Drawings, Edition of 2016.

SUPPLEMENTAL SPECIFICATIONS

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

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

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

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

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

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

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

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

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

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

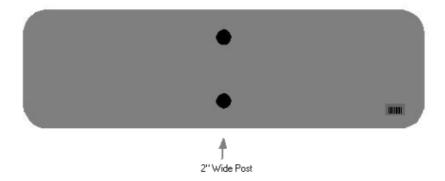
The installation of the permanent sign will be measured in accordance to Section 715.

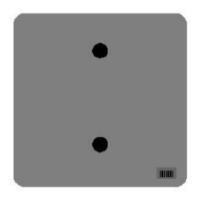
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

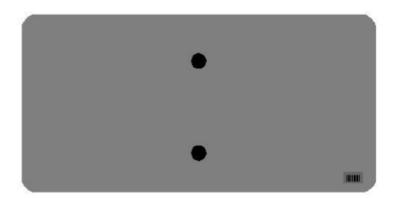
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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

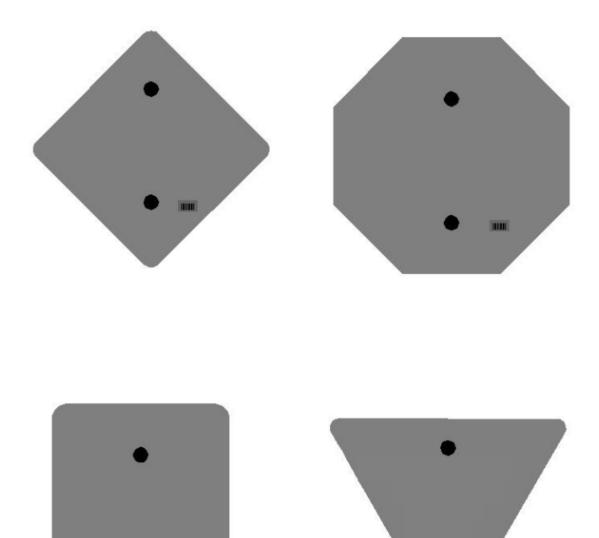
One Sign Post



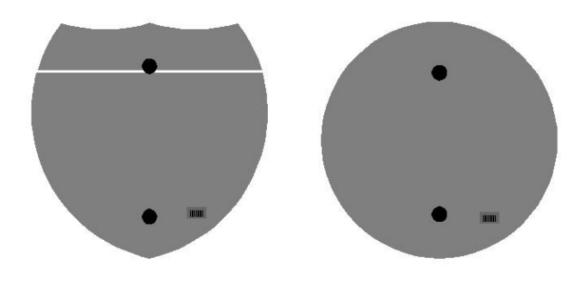


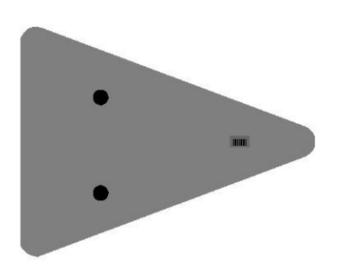


One Sign Post

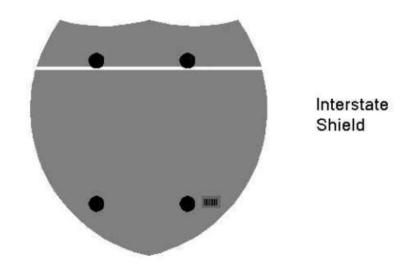


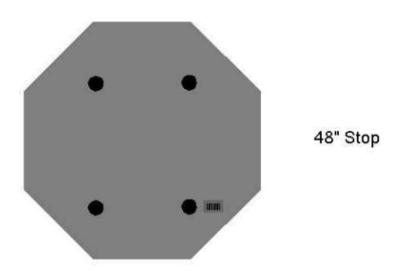
One Sign Post





Double Sign Post

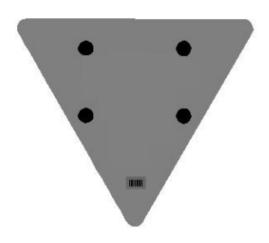




2 Post Signs







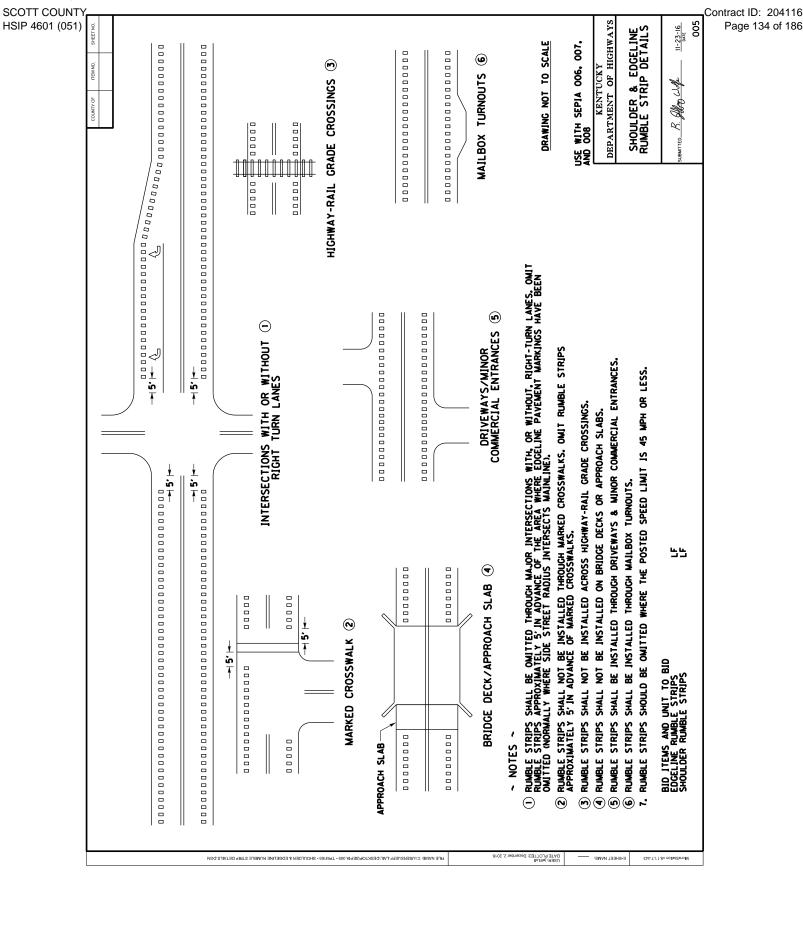
2016 STANDARD DRAWINGS & SEPIAS THAT APPLY

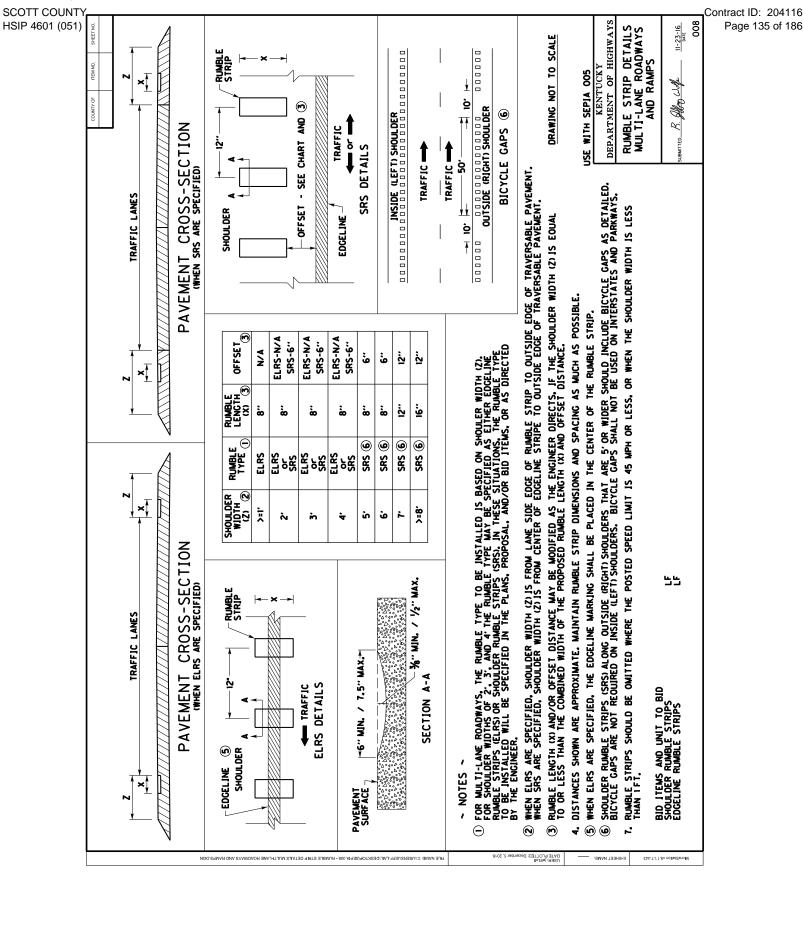
ROADWAY

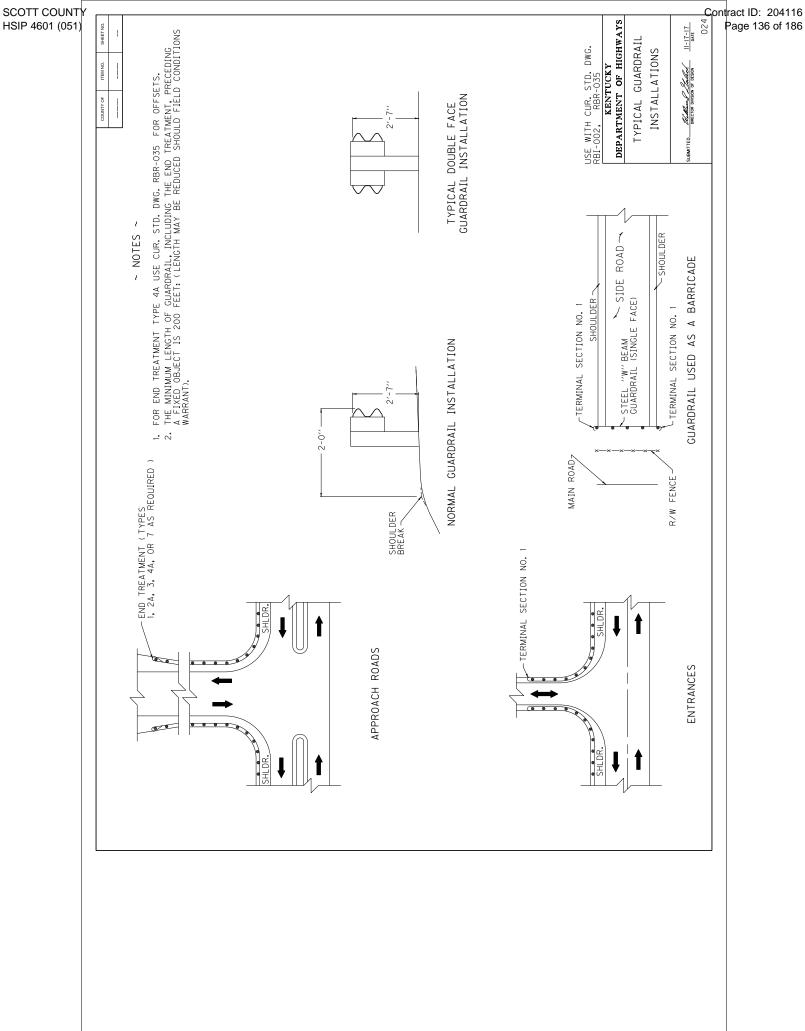
~ BARRIERS ~ TYPICAL BARRIER INSTALLATIONS TYPICAL GUARDRAIL INSTALLATIONSRBI-002-07 INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1......SEPIA-025 **GUARDRAIL HARDWARE** STEEL BEAM GUARDRAIL (W-BEAM)SEPIA-027 STEEL GUARDRAIL POSTS.....SEPIA-028 DELINEATORS FOR GUARDRAIL SEPIA-032 GUARDRAIL HEIGHT TRANSITION DETAILSEPIA-033 ~ DRAINAGE ~ **BOX INLETS AND OUTLET** SLOPED BOXES TYPICAL DRAINAGE INSTALLATIONS CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" - 24" PIPE)RDI-001-10 PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE..........RDI-020-09 PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE......RDI-021-01 COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PLATE PIPERDI-035-02 MISCELLANEOUS DRAINAGE TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC......RDX-215-01 SILT TRAP - TYPE B......RDX-225-01

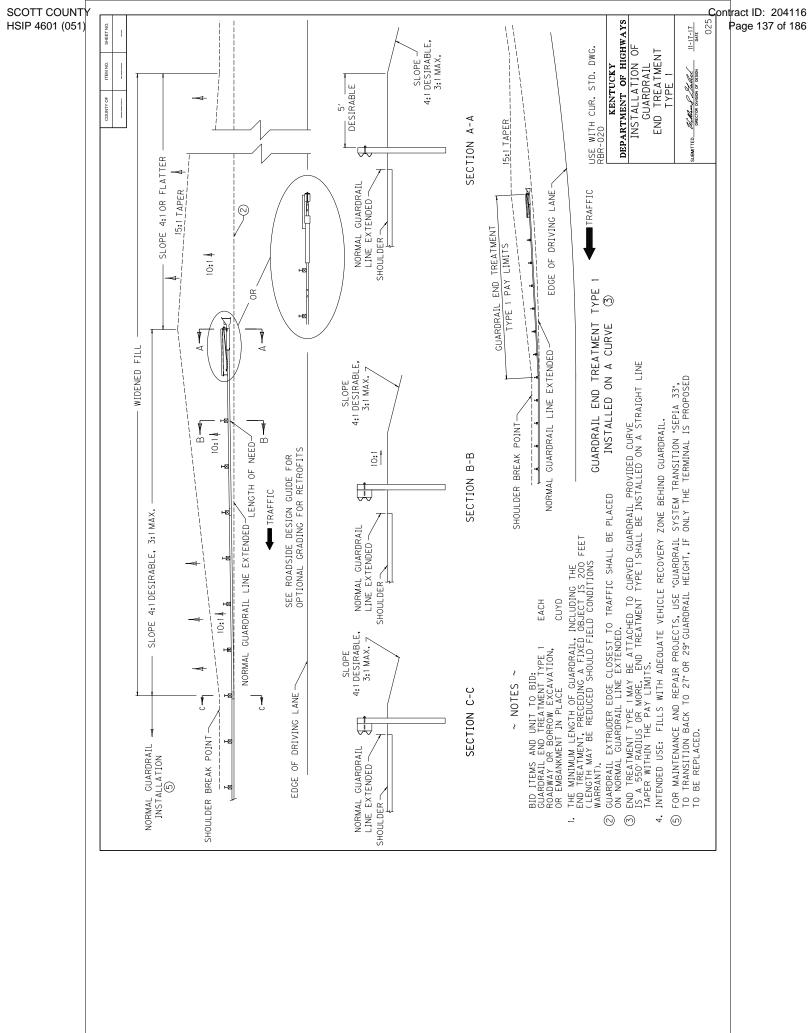
Standard Drawings That Apply Page 2 of 2

~ GENERAL ~	
MISCELLANEOUS STANDARDS	
MISCELLANEOUS STANDARDS	RGX-001-06
~ PAVEMENT ~	
MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.	
STANDARD BARRIER MEDIAN	RPM-010-06
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT	RPM-110-07
TRAFFIC	
~ PERMANENT ~	
RAISED PAVEMENT MARKERS	
PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS	TPM-105-03
PAVEMENT MARKER ARRANGEMENT CHANNELIZED INTERSECTION	
SHOULDER & RUMBLE STRIP DETAILS	SEPIA-005
RUMBLE STRIP DETAILS MULTI-LANE ROADWAYS AND RAMPS	SEPIA-008
TYPICAL MARKINGS FOR TURN LANES	SEPIA- 042
TYPICAL MARKINGS FOR TURN LANES	
TYPICAL MARKINGS FOR ISLANDS AND MEDIANS	SEPIA-046
~ TEMPORARY ~	
TRAFFIC CONTROL	
LANE CLOSURE MULTI-LANE HIGHWAY CASE I	TTC-115-03
SHOULDER CLOSURE	
TEMPORARY PAVEMENT MARKER ARRANGEMENTS FOR LANE CLOSURES	TTC-160-02
<u>DEVICES</u>	
DOUBLE FINES ZONE SIGNS	
PAVEMENT CONDITION WARNING SIGNS	TTD-125-02
STRIPING OPERATIONS	
MOBILE OPERATION FOR DURABLE STRIPING CASE I	TTS_120_02









Contract ID: 204116
Page 138 of 186 SCOTT COUNTY HSIP 4601 (051) DEPARTMENT OF HIGHWAYS 027 DIMENSIONAL TOLERANCES NOT SHOWN OR IMPLIED ARE INTENDED TO BE THOSE CONSISTENT WITH THE PROPER FUNCTIONING OF THE PART, INCLUDING ITS APPEARANCE AND ACCEPTED MANUFACTURING PRACTICES. 11-17-17 DATE SHEET NO. (4) TOLERANCE + 11/4", -1/4" (5) 8-5g" x 11/4" LONG BUTTON HEAD BOLTS AND HEX HEAD RECESS NUTS REQUIRED FOR EACH RAIL SPLICE.

(6) EINGTH EQUALS POST AND BLOCK WIDTH PLUS 2", FOR BOLT OR 21/4" FOR THREADED ROD.

(7) GALVANIZED STEEL IOG COMMON COATED MAIL (DRIVE NAIL AT THE TOP OR BOTTOM CENTER OF BLOCK AND POST AFTER BOLT IS INSTALLED. 2. THE RAIL ELEMENT SHALL COMPLY WITH AASHTO M-180 -CLASS A, TYPE II. 5%"x8" BUTTON HEAD BOLT, HEX HEAD RECESS NUT AND ONE 5%"ROUND WASHER (TYP.), BOLT SHALL HAVE A MINIMUM THREAD LENGTH OF 2". 10.BOTH 12"-6" AND 25' LENGTHS OF "W" BEAM GUARDRAIL SECTIONS WILL BE PERMITTED UNLESS OTHERWISE DIRECTED BY THE ENGINEER. \S^g, \times @ STEEL THREADED ROD AND TWO (2) HEX HEAD NUTS OR \S^g, \times @ BUTTON OR HEX HEAD BOLT AND HEX HEAD NUT. 3. ALL LAPS SHALL BE PLACED IN THE DIRECTION OF TRAFFIC FLOW. KENTUCKY ("W" BEAM) STEEL BEAM ITEM NO. GUARDRAIL Milliam & Phillick DIRECTOR DIVISION OF DESIGN COUNTY OF BID ITEM AND UNIT TO BID CUARDRAIL-STEEL W BEAM-S FACE OR GUARDRAIL-STEEL W BEAM-D FACE EEQUIRED FOR DOUBLE RAIL ~ NOTES ~ RAIL HEIGHT ٠ι٤ 6 6'-3" C-C POST SPACING TRAFFIC 121/4′′ ─ TOLERANCE SECTION C-C (RAIL CORRUGATED SHEET STEEL BEAM) : 91/1-1 + 31/4" OFFSET BLOCK TYPE 3 RAIL SPLICE DOUBLE FACE RAIL WITH TIMBER POST (DOUBLE FACE RAIL OR SINGLE FACE RAIL) !‰" R→ 111/32'' 3//16 ¹⁵/6″ R→ SECTION A-A EFFECTIVE LENGTH OF BEAM 6'-3" C-C POST SPACING %"x 1/8" SPLICE BOLT SLOT ELEVATION VIEW BLOCK TYPE -12'-6" OR 25'-0" PLAN VIEW TRAFFIC @ OFFSET BLOCK TYPE 3 OFFSET **(** 0 0 0 121/2" LAP ---81/2" 4" 41/2" DOUBLE FACE RAIL WITH ROUND TIMBER POST RAIL SPLICE SECTION A-A 0 0 34"x 21/2" POST BOLT SLOT 6'-3" 0. GUARDRAIL POST ت **ا** 6'-3" C-C POST SPACING OFFSET BLOCK TYPE 4 9 0 DOUBLE FACE RAIL WITH STEEL POST (W6×9) (TIMBER OR APPROVED COMPOSITE OFFSET BLOCK

0

0

0

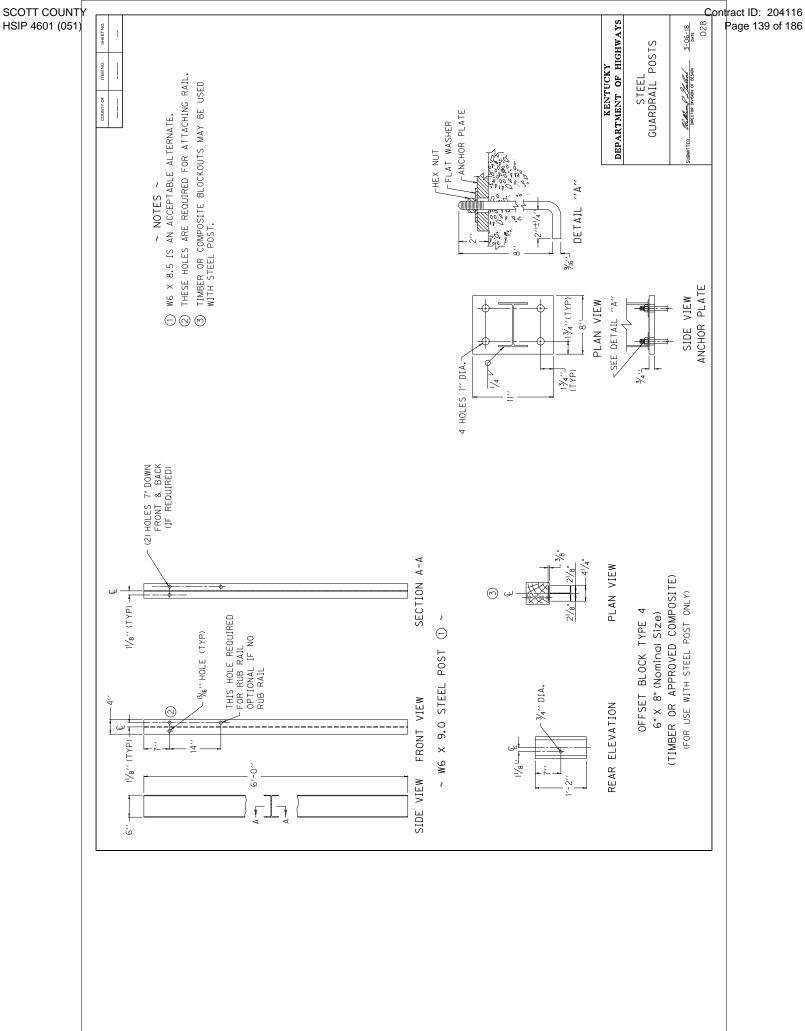
0

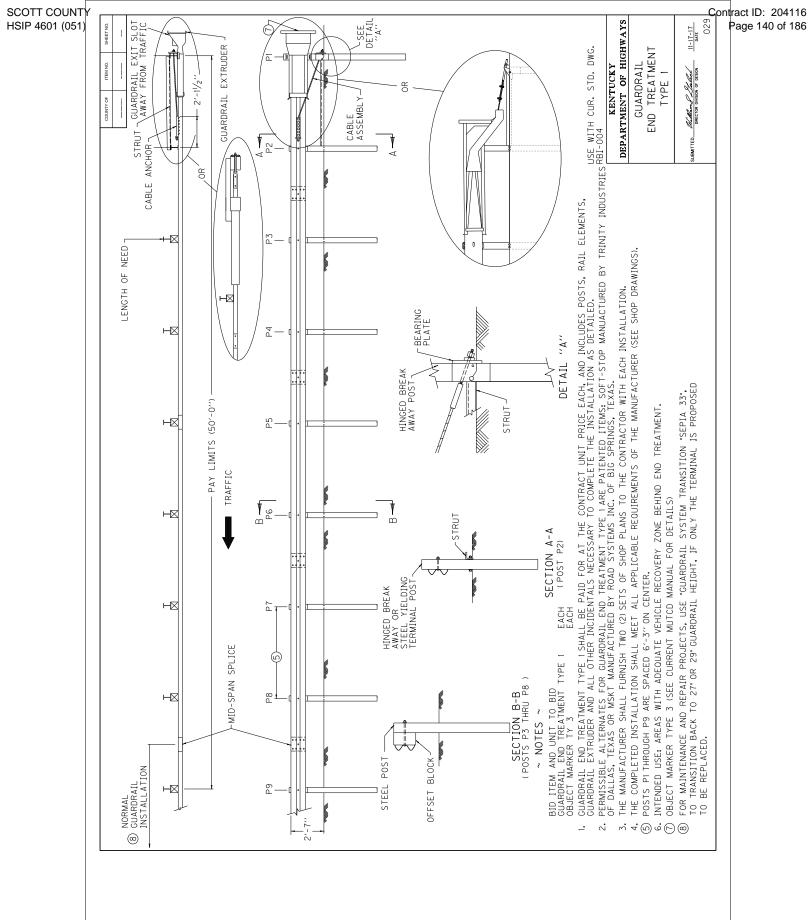
0

SECTION B-B

SECTION A-A

RAIL SPLICE





Contract ID: 204116 Page 141 of 186 SCOTT COUNTY HSIP 4601 (051) 032 DEPARTMENT OF HIGHWAYS 11-17-17 DATE SHEET NO. ISOMETRIC VIEW USE WITH CUR. STD. DWGS. RBM-020, RBR-060 DELINEATORS FOR GUARDRAIL ITEM NO. KENTUCKY Milliam & Halled.
DIRECTOR DIVISION OF DESIGN COUNTY OF WHEN CONCRETE BARRIERS EXTEND ACROSS BRIDGE STRUCTURES IN LIEU OF STEEL BEAM GUARDRAIL, DELINEATORS SHALL BE INSTALLED AT SAME VERTICAL ALIGNMENT AS ON THE GUARDRAIL, AND DELINEATORS SHALL COMPLY WITH CURRENT STANDARD DRAWING RBM-020. DELINEATOR DELINEATORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, BID ITEMS AND UNIT TO BID
DELINEATOR FOR GUARDRAIL B/W
DELINEATOR FOR GUARDRAIL M/W
DELINEATOR FOR GUARDRAIL M/Y
DELINEATOR FOR GUARDRAIL M/Y
DELINEATORS SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE EACH AND
SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR ONE COMPHETE INSTALLATION. DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MANUFACTURER'S TOLERANCES. DELINEATORS SHALL NOT BE INSTALLED WITHIN THE PAY LIMITS OF THE END TREATMENT. DELINEATOR SHAPE AND DIMENSIONS ARE SHOWN FOR ILLUSTRATION PURPOSES ONLY. TYPES OF DELINEATORS PERMITTED SHALL BE FROM THE LIST OF APPROVED MATERIALS. SPACING SHOULD BE ADJUSTED IN CURVES SO THAT SEVERAL DELINEATORS ARE ALWAYS SIMULTANEOUSLY VISIBLE TO THE ROAD USER. APPROXIMATE DELINEATOR SPACING - MONO-DIRECTIONAL WHITE DELINEATOR FOR GUARDRAIL FACING TRAFFIC - MONO-DIRECTIONAL YELLOW DELINEATOR BI-DIRECTIONAL WHITE DELINEATOR FOR GUARDRAIL FACING TRAFFIC 100 50, FOR GUARDRAIL FACING TRAFFIC DELINEATORS SHALL BE MANUFACTURED FROM 12 GA. GALVANIZED STEEL. BI-DIRECTIONAL WHITE DELINEATOR FOR GUARDRAIL FACING TRAFFIC GUARDRAIL DELINEATORS SHALL BE REQUIRED ON ALL GUARDRAIL, PLACEMENT OF DELINEATORS FOR GUARDRAIL TANGENT CURVE TRAFFIC TRAFFIC TRAFFIC NOTES TRAFFIC DIMENSIONS SHOWN ARE FOR ONE VERSION OF A WEB-MOUNTED CUARDRAIL DELINEATOR. DELINEATORS WITH ALTERNATE DIMENSIONS MAY BE CONSIDERED FOR INCLUSION ON THE APPROVED PRODUCTS LIST. SIDE VIEW SIDE VIEW GUARDRAIL DELINEATOR ъ. 4. c. o. TYPE IX SHEETING, YELLOW OR WHITE 2 1/2" TRAFFIC 1/2" ~ **DELINEATOR** FRONT VIEW PLAN VIEW - 1 1/2"-2, FRONT VIEW GUARDRAIL

Contract ID: 204116
Page 142 of 186 SCOTT COUNTY HSIP 4601 (051) KENTUCKY
DEPARTMENT OF HIGHWAYS 033 4-04-18 DATE SHEET NO. GUARDRAIL SYSTEM • 12'-6' TRANSITION FROM 29" TO 31" SHOWN, 25'-0" REQUIRED FOR 27" TO 31" TRANSITION. TRANSITION ITEM NO. Milliam & Hallick DRECTOR DIVISION OF DESIGN COUNTY OF 8" OFFSET BLOCK MGS GUARDRAIL TRAFFIC 2) MGS TRANSITION FROM EXISTING GUARDRAIL SHALL BE COMPLETED OUTSIDE THE 50 FEET MGS END TERMINAL LIMITS. 1) WHERE POST OFFSET IS CONSTRAINED, AND WHEN THE EXISTING SHOULDER IS WIDER THAN 4 FEET, THE EXISTING SHOULDER MAY BE REDUCED UP TO 2 INCHES TO ACCOMMODATE THE 8 INCH BLOCKS OF THE MGS GUARDRAIL. WHERE SITE CONSTRAINTS PROHIBIT THE POST FROM BEING PLACED AT LEAST 6 INCHES IN FRONT OF THE SLOPE BREAK POINT, USE 7 FOOT POSTS. RAIL HEIGHT ۳۱۶ 8" OFFSET BLOCK -3'-11/2" * 12'-6" OR 25'-0" MGS TRANSITION ELEVATION VIEW -3'-11/2"PLAN VIEW -6'-3" C-C POST SPACING-GUARDRAIL POST FACE OF GUARDRAIL ALIGNED WITH EDGE OF SHOULDER (1) .XAM "6S- "NIM "7S ~ NOTES CUARDRAIL EXISTING EXISTING 6" OFFSET BLOCK EXISTING GUARDRAIL 6'-3" \ RAIL - SPLICE

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- 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
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - First Tier Participants:

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

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

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

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

* * * * *

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

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

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

"General Decision Number: KY20200038 01/03/2020

Superseded General Decision Number: KY20190038

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher)

for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/03/2020

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER	.\$ 26.80	12.38
BRKY0001-005 06/01/2017		

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

Rates Fringes

BRICKLAYER	\$ 26.80	12.38
BRKY0002-006 06/01/2017		
BRACKEN, GALLATIN, GRANT, MASON &	ROBERTSON COUN	TIES:
	Rates	Fringes
BRICKLAYER	\$ 27.81	13.01
BRKY0007-004 06/01/2017		
BOYD, CARTER, ELLIOT, FLEMING, GR	EENUP, LEWIS &	ROWAN COUNTIES:
	Rates	Fringes
BRICKLAYER	\$ 32.98	19.02
BRKY0017-004 06/01/2017		
ANDERSON, BATH, BOURBON, BOYLE, C HARRISON, JESSAMINE, MADISON, MER OWEN, SCOTT, WASHINGTON & WOODFOR	CER, MONTGOMERY	
	Rates	Fringes
BRICKLAYER	\$ 26.47	12.76
CARP0064-001 05/01/2015		
	Rates	Fringes
CARPENTER	\$ 27.50	16.06
Diver PILEDRIVERMAN		16.06 16.06

* ELEC0212-008 06/03/2019

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 30.18	18.89	
ELEC0212-014 11/26/2018			

BRACKEN, GALLATIN & GRANT COUNTIES:

Sound & Communication	
Technician\$ 24.35	10.99
ELEC0317-012 06/01/2019	

Rates Fringes

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen)		
Electrician	\$ 34.35	25.70

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

	Rates	Fringes
ELECTRICIAN\$	32.44	17.22

ELEC0369-007 05/28/2019

* ELEC0575-002 05/27/2019

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN	.\$ 33.75	17.19

ENGI0181-018 07/01/2019

	F	Rates	Fringes
POWER EQUIPME	NT OPERATOR		
GROUP 1.	\$	33.30	16.50
GROUP 2.	\$	30.44	16.50
GROUP 3.	\$	30.89	16.50
GROUP 4.	\$	30.12	16.50

OPERATING ENGINEER CLASSIFICATIONS

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

Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

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

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

IRON0044-009 06/01/2019

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

	Rates	Fringes	
IRONWORKER			
Fence Erector	\$ 28.00	21.20	
Structural	\$ 29.47	21.20	

IRON0070-006 06/01/2019

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

	Rates	Fringes
IRONWORKER	\$ 29.68	22.75
IRON0769-007 06/01/2019		

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

	I	Rates	Fringes
IRONWORKER	R		
ZONE	1\$	32.00	25.95
ZONE	2\$	32.40	25.95
ZONE	3\$	34.00	25.95

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

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

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

LABO0189-003 07/01/2018

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

	I	Rates	Fringes
Laborers:			
GROUP	1\$	23.07	14.21
GROUP	2\$	23.32	14.21
GROUP	3\$	23.37	14.21
GROUP	4\$	23.97	14.21

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines;

Concrete; Demolition; Dredging; Environmental - Nuclear,

Radiation, Toxic & Hazardous Waste - Level D; Flagperson;

Grade Checker; Hand Digging & Hand Back Filling; Highway

Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;

Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail

& Fence Installer; Signal Person; Sound Barrier Installer;

Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;

Wrecking of Concrete Forms; General Cleanup

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;

Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;

& Tunnel Mucker (Free Air); Directional & Horizontal

Boring; Air Track Drillers (All Types); Powdermen &

Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2018

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

	I	Rates	Fringes
Laborers:			
GROUP	1\$	23.07	14.21
GROUP	2\$	23.32	14.21
GROUP	3\$	23.37	14.21
GROUP	4\$	23.97	14.21

LABORERS CLASSIFICATIONS

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

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

Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

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

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

LABO0189-009 07/01/2018

BRECKINRIDGE & GRAYSON COUNTIES

	I	Rates	Fringes
Laborers:			
GROUP	1\$	23.07	14.21
GROUP	2\$	23.32	14.21
GROUP	3\$	23.37	14.21
GROUP	4\$	23.97	14.21

LABORERS CLASSIFICATIONS

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

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

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

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

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

PAIN0012-005 06/11/2005

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

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

	Rates	Fringes
PAINTER		
Brush & Roller	\$ 22.00	12.52
Spray, Sandblast, Power		
Tools, Waterblast & Steam		
Cleaning	\$ 23.00	12.52
PAIN1072-003 12/01/2018		
BOYD, CARTER, ELLIOTT, GREENUP,	LEWIS and I	ROWAN COUNTIES
	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations	\$ 33.33	18.50
Power Generating Facilities	s.\$ 30.09	18.50
PLUM0248-003 06/01/2018		
BOYD, CARTER, ELLIOTT, GREENUP,	LEWIS & ROV	WAN COUNTIES:
	Rates	Fringes
Plumber and Steamfitter		20.23
PLUM0392-007 06/01/2018		
BRACKEN, CARROLL (Eastern Half)	, GALLATIN,	GRANT, MASON, OWEN &

Rates Fringes

Plumbers and Pipefitters.....\$ 32.01 19.67 PLUM0502-003 08/01/2019

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

	Rates	Fringes
PLUMBER	\$ 35.77	20.78
SUKY2010-160 10/08/2001		

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

Breaker

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

END OF GENERAL DECISION

"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
10.8%	6.9%

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

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

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

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

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

PART IV

INSURANCE

Refer to *Kentucky Standard Specifications for Road and Bridge Construction*,

current edition

PART V

BID ITEMS

Contract ID: 204116 Page 185 of 186

Page 1 of 2

204116

PROPOSAL BID ITEMS

Report Date 1/29/20

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	5,918.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	200.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	33.10	TON		\$	
0040	00103		ASPHALT SEAL COAT	3.97	TON		\$	
0050	00214		CL3 ASPH BASE 1.00D PG64-22	1,584.00	TON		\$	
0060	00216		CL3 ASPH BASE 1.00D PG76-22	1,288.00	TON		\$	
0070	00387		CL3 ASPH SURF 0.38B PG76-22	1,050.00	TON		\$	
0800	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	5.94	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
090	01917	STANDARD BARRIER MEDIAN TYPE 2	108.00	SQYD		\$	
0100	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	1.00	EACH		\$	
0110	02200	ROADWAY EXCAVATION	4,357.00	CUYD		\$	
0120	02242	WATER	14.00	MGAL		\$	
0130	02351	GUARDRAIL-STEEL W BEAM-S FACE	37.50	LF		\$	
0140	02367	GUARDRAIL END TREATMENT TYPE 1	1.00	EACH		\$	
0150	02381	REMOVE GUARDRAIL	87.50	LF		\$	
0160	02545	CLEARING AND GRUBBING 1.96 ACRES	1.00	LS		\$	
0170	02562	TEMPORARY SIGNS	150.00	SQFT		\$	
0180	02585	EDGE KEY	180.00	LF		\$	
0190	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	1,160.00	SQYD	\$2.00	\$	\$2,320.00
0200	02650	MAINTAIN & CONTROL TRAFFIC INTERSECTION OF US 62 AT HEMINGWAY PLACE	1.00	LS		\$	·
0210	02671	PORTABLE CHANGEABLE MESSAGE SIGN		EACH		\$	
0220	02676	MOBILIZATION FOR MILL & TEXT INTERSECTION OF US 62 AT HEMINGWAY PLACE	1.00	LS		\$	
0230	02677	ASPHALT PAVE MILLING & TEXTURING	675.00	TON		\$	
0240	02696	SHOULDER RUMBLE STRIPS	4,670.00	LF		\$	
0250	02701	TEMP SILT FENCE	800.00	LF		\$	
0260	02703	SILT TRAP TYPE A	2.00	EACH		\$	
0270	02704	SILT TRAP TYPE B	4.00	EACH		\$	
0280	02705	SILT TRAP TYPE C	6.00	EACH		\$	
0290	02706	CLEAN SILT TRAP TYPE A	2.00	EACH		\$	
0300	02707	CLEAN SILT TRAP TYPE B	4.00	EACH		\$	
0310	02708	CLEAN SILT TRAP TYPE C	6.00	EACH		\$	
0320	02726	STAKING INTERSECTION OF US 62 AT HEMINGWAY PLACE	1.00	LS		\$	
0330	02775	ARROW PANEL	2.00	EACH		\$	
0340	03225	TUBULAR MARKERS PEXCO CITY POST (EMBEDDED ANCHOR CUP)		EACH		\$	

Contract ID: 204116 Page 186 of 186

204116

PROPOSAL BID ITEMS

Report Date 1/29/20

Page 2 of 2

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0350	05952	TEMP MULCH	9,488.00	SQYD		\$	
0360	05953	TEMP SEEDING AND PROTECTION	7,134.00	SQYD		\$	
0370	05963	INITIAL FERTILIZER	.55	TON		\$	
0380	05964	MAINTENANCE FERTILIZER	.55	TON		\$	
0390	05985	SEEDING AND PROTECTION	10,648.00	SQYD		\$	
0400	05992	AGRICULTURAL LIMESTONE	7.00	TON		\$	
0410	06406	SBM ALUM SHEET SIGNS .080 IN	246.00	SQFT		\$	
0420	06407	SBM ALUM SHEET SIGNS .125 IN	62.00	SQFT		\$	
0430	06410	STEEL POST TYPE 1	720.00	LF		\$	
0440	06510	PAVE STRIPING-TEMP PAINT-4 IN	10,295.00	LF		\$	
0450	06542	PAVE STRIPING-THERMO-6 IN W	38,505.00	LF		\$	
0460	06543	PAVE STRIPING-THERMO-6 IN Y	18,170.00	LF		\$	
0470	06568	PAVE MARKING-THERMO STOP BAR-24IN	12.00	LF		\$	
0480	06574	PAVE MARKING-THERMO CURV ARROW	10.00	EACH		\$	
0490	06576	PAVE MARKING-THERMO ONLY	4.00	EACH		\$	
0500	10020NS	FUEL ADJUSTMENT	8,988.00	DOLL	\$1.00	\$	\$8,988.00
0510	10030NS	ASPHALT ADJUSTMENT	15,333.00	DOLL	\$1.00	\$	\$15,333.00
0520	21289ED	LONGITUDINAL EDGE KEY	2,620.00	LF		\$	
0530	23608EC	YELLOW PAINT FOR MEDIAN SAFETY NOSE	1,071.00	SQFT		\$	
0540	24489EC	INLAID PAVEMENT MARKER	60.00	EACH		\$	
0550	24631EC	BARCODE SIGN INVENTORY	44.00	EACH		\$	
0560	24679ED	PAVE MARK THERMO CHEVRON	182.00	SQFT		\$	
0570	24889EC	PAVE MARKING-THERMO U-TURN	8.00	EACH		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0580	00462		CULVERT PIPE-18 IN	126.00	LF		\$	
0590	00522		STORM SEWER PIPE-18 IN	744.00	LF		\$	
0600	01440		SLOPED BOX INLET-OUTLET TYPE 1	4.00	EACH		\$	
0610	01514		DROP BOX INLET TYPE 5E	3.00	EACH		\$	
0620	01517		DROP BOX INLET TYPE 5F	1.00	EACH		\$	

Section: 0004 - DEMOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP AMOUNT
0630	02569	DEMOBILIZATION	1.00	LS		\$