



CALL NO. 122

CONTRACT ID. 194209

LARUE COUNTY

FED/STATE PROJECT NUMBER HSIP 9010 (342)

DESCRIPTION NORTH L & N TURNPIKE (KY 470)

WORK TYPE ASPHALT PAVEMENT & ROADWAY REHAB

PRIMARY COMPLETION DATE 11/1/2019

LETTING DATE: April 26,2019

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME April 26,2019. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 12%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 04

CONTRACT ID - 194209

HSIP 9010 (342)

COUNTY - LARUE

PCN - 0406204701901

HSIP 9010 (328)

NORTH L & N TURNPIKE (KY 470) (MP 5.180) FROM KY 61 EXTENDING NORTH TO KY 210 (MP 6.800), A
DISTANCE OF 01.62 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 04-00989.00.
GEOGRAPHIC COORDINATES LATITUDE 37:31:14.00 LONGITUDE -85:41:29.00

COMPLETION DATE(S):

COMPLETED BY 11/01/2019

APPLIES TO ENTIRE PROJECT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

April 30, 2018

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.8 Irregular Proposals 102.14 Disqualification of Bidders
102.9 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 Project Code Number (PCN), 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, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors 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 and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. **These documents must be submitted within 10 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.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

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 is Melvin Bynes and the telephone number is (502) 564-3601.

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development
6th Floor West 200 Mero Street
Frankfort, KY 40622

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.

1/27/2017

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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

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

ASPHALT MIXTURE

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

OPTION B

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

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

CAUTION

The information in this proposal and the type of work listed herein 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 273+50 at the intersection of KY 61 and KY 470. Milepoints were established from a beginning Milepoint which is MP 5.18 at the intersection of KY 61 and KY 470. The existing mile marker signs may not correspond to the proposed work locations.

STAKING

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

ON-SITE INSPECTION

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

RIGHT OF WAY LIMITS

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

CONTROL

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

General Notes & Description of Work

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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:

Superelevation Improvements. Superelevation Improvements are being proposed at various locations as indicated on the Typical Sections. The intent of this work is to bring a consistent pavement cross slope through the identified curves. Refer to the cross sections for locations and approximate quantities. The Superelevation Improvements are set up and quantified for the Contractor to utilize Leveling & Wedging in order to achieve the desired superelevation improvements at the identified location(s). The cross sections list the beginning and ending locations of Leveling & Wedging for each curve; however, the Engineer will make the final determination as to which Leveling & Wedging mix design will be required at each superelevation improvement area, as well as the appropriate lift thicknesses and number of lifts based on the existing conditions encountered at the time of construction. After placement of the Leveling & Wedging, the entire route will be overlaid with a surface course. The surface will be added by a separate resurfacing contract using Rural Secondary Funds. As a result of the superelevation improvements, the roadside shoulders, fill slopes, and/or ditches will have to be modified to match the final pavement elevations and tie in with the existing ground lines. The bid item 'Embankment in Place' has been included for these roadside modifications.

NOTE: Some field adjustments of the proposed shoulder width, fill slope, ditch, and/or superelevation improvement may be required. The proposed shoulder and fill slope grading is intended to occur within Right-of-Way and NOT disturb any sensitive obstructions (i.e. fences, buildings, utility poles, etc.). Superelevation improvements with sensitive obstructions along the roadside shall still require the roadside shoulder and fill slope to be modified, but the slope may have to be constructed steeper than what is shown on the Superelevation Typical Section. The desire of the Department is to construct the new fill slopes at 3:1 or flatter. When a fill slope needs to be constructed steeper than 3:1 to remain within Right-of-Way or not impact a sensitive obstruction, and the existing fill slope is steeper than 3:1, then the new fill slope can be constructed steeper than 3:1, but the new fill slope shall not be constructed steeper than the existing fill slope. If a desired superelevation improvement will result in the new fill slope having to be graded steeper than the existing fill slope in order to remain within Right-of-Way or not impact a sensitive obstruction, then the superelevation rate should be modified (reduced) in order to reduce the final change in pavement edge elevation, thereby reducing the height of the new fill slope grading, and allowing for a flatter fill slope. Consent & Release forms have been acquired in some areas where fill slopes are likely to extend past the Right of Way. Prior to making modifications to the proposed superelevation rate, shoulder width, and/or fill slope, coordinate with and obtain approval from the Engineer.

Pavement Resurfacing. The existing roadway is to be resurfaced from Station 273+50 to Station 359+04. The surface will be added by a separate resurfacing contract.

Shoulder Improvements. Areas have been identified along the route for shoulder improvements. Work will include excavation to achieve 1' of depth, then placement of 4" of crushed stone base and 2 lifts of Asphalt Base each 4" thick, and construction of a desired 3:1 traversable side slope outside the shoulder area. Other tasks associated with the shoulder widening may include tree removal, pipe extensions, and/or fence removal and replacement. The width of the shoulder varies as shown in the typical sections and cross sections.

General Notes & Description of Work

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The excavation quantities for the shoulder widening areas and the embankment quantities to bring the fill slopes up to the required grades are detailed on the cross sections for each area. The bid item 'Embankment in Place' will be used to pay for the excavation and embankment associated with this work and an estimate of the anticipated quantities is included in the Proposal. The Engineer will make the final determination as to the quantities required to complete the work based on the existing conditions encountered during construction.

As shown on the Cross Sections, some of the side slopes to be constructed with the proposed typical section will extend beyond the existing right of way line. An attempt has been made to obtain Consent & Release approval from these adjoining property owners to allow this work to be completed on these properties. Copies of these Consent forms will be made available to the contractor. The Contractor should note that the total estimated quantities included in this proposal, upon which the Contractor should base his bid, are for those areas that (1) either Consent & Release has been obtained or (2) it is anticipated that the work can be completed within the existing right of way with only a slight variation to the typical section (as directed by the Engineer).

Pipe Replacements & Extensions. There are locations throughout the project where culvert pipes are being replaced and/or extended. Locations are noted on the Pipe/Culvert Replacement and Extension Summary. Other items that may be associated with the pipe replacements and/or extensions include: Sloped & Mitered Concrete Headwalls, Ditching, Channel Lining, Erosion Control Blanket, etc. Refer to the Special Note for Pipe Replacements / Extensions for more information on this item of work.

Sloped & Mitered Concrete Headwalls. Sloped & Mitered Concrete Headwalls shall be constructed as shown on the detail sheets titled: SLOPED & MITERED CONCRETE HEADWALL DETAILS. This headwall is intended to combine the benefits of a pipe headwall with the advantages of safety and adaptability by allowing the headwall to be custom fit to the surrounding embankment. The Pipe/Culvert Replacement and Extension Summary identifies which pipe ends are to receive the Sloped & Mitered Concrete Headwalls. The identified pipe ends shall have the headwall installed and the pipe mitered at a slope that matches the final embankment slopes at each location. If the pipe is on a skew, install the headwall and miter the pipe so that the concrete slope paving of the new headwall is perpendicular to the roadway. In other words the embankment slope should not be warped to fit the skew of the pipe; the headwall should be installed and the pipe should be mitered to match the final embankment slope, so that the roadside fill slope is fairly consistent prior to the pipe, at the pipe, and beyond the pipe. When completed the edges of the Sloped & Mitered Concrete Headwall should be flush with the surrounding ground line. Payment at the Contract unit price Each shall be full compensation for furnishing all labor, materials, equipment, and incidentals necessary to install the headwall and miter the pipe.

NOTE: For pipes that receive the Sloped & Mitered Concrete Headwall, the pipe length will be measured to the furthest point along the mitered end of the pipe.

Entrance Pipe Replacement & Driveway Surfacing. Due to areas of existing ditch line being re-shaped and relocated further from the edge of pavement, there are areas throughout the project where the existing entrance pipe will have to be removed and replaced to line up with the new ditch line. See the Pipe/Culvert Replacement and Extension Summary for the locations and bid items/quantities associated with the entrance pipe removals and replacements. The existing driveway surface is noted on the

General Notes & Description of Work

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summary sheet and is to be replaced with like-kind surfacing. The Engineer will make the final determination as to the locations and quantities required to complete the work based on the existing conditions encountered during construction. Refer to the Special Note for Pipe Replacements / Extensions for more information on this item of work.

Cement Concrete Entrance Pavment-6 IN. A quantity of Cement Concrete Entrance Pavement 6 inch has been established to tie in the existing concrete entrance left of Station 317+00. Payment under this bid item shall be full compensation for saw cutting the existing entrance pavement, excavating and removing existing concrete, and all labor, equipment, and materials necessary to form and place the new concrete to tie into the widened roadway and existing entrance.

Channel Lining. A quantity of 313 Tons of Channel Lining Class II has been included in the Pipe/Culvert Replacement and Extension Summary for use at the locations indicated. The Contractor and Engineer should work together to determine the location and best use of Channel Lining throughout this project. The Engineer will make the final determination as to the needed quantities and placement of Channel Lining.

Erosion Control Blanket. A quantity of 1866 square yards of Erosion Control Blanket has been included in the Erosion Control Blanket Summary for potential use along areas of regraded shoulders, ditch lines, fills slopes and/or back slopes, inlets and outlets of pipes, and any other areas as directed by the Engineer. The Contractor and Engineer should work together to determine the location and best use of Erosion Control Blanket throughout this project. The Engineer will make the final determination as to the quantities and placement of Erosion Control Blanket.

Sodding. A quantity of 2050 square yards of Sodding has been included in the Sodding Summary for potential use along areas of regraded shoulders, ditch lines, fills slopes and/or back slopes and any other areas as directed by the Engineer. The Contractor and Engineer should work together to determine the location and best use of Sodding throughout this project. The Engineer will make the final determination as to the quantities and placement of Sodding.

Guardrail Replacement. Existing guardrail within the project will be replaced. Refer to the Guardrail Summary for the approximate locations for guardrail replacement. The work will include removal of the existing guardrail, placement of a crushed stone base shoulder at a four foot width (with one foot of depth) and 2:1 side slopes to accommodate installation of the new guardrail and end treatments, double asphalt seal coat, placement of geotextile fabric, roadway excavation, embankment-in-place, and tree removal. See the Special Note for Guardrail for more information on this work.

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

Remove and Replace Fence. There are locations within the project area that require removing the fence so that trees can be removed or embankment material can be added to flatten a fill slope. Replace all fence upon completion of work with like kind materials at the same post spacing. A quantity of temporary fence has been included and is to be used in areas where livestock is present. Consent & Releases have been acquired for all areas requiring fence removal and replacement.

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.** 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
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- 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 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
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- 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
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- 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
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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 BOX CULVERT 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. Section references are to the Standard Specifications. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Contractor staking; (2) Site preparation; (3) Foundation preparation and construction of reinforced concrete box culvert extensions and headwalls; (4) Maintain and Control Traffic; and (5) all other work specified as part of 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. Erosion Control. See Special Note for Erosion Control.

C. Foundation Preparation. Furnish materials according to Section 603, the drawings, and as directed by the Engineer.

D. Reinforced Concrete Box Culvert Extensions. Furnish Class A Concrete and deformed Steel Reinforcement according to Sections 601 and 602. Contrary to Section 602.03.03, field bending bars will be allowed; however, obtain the Engineers approval of proposed field bending methods prior to bending. Furnish additional reinforcement to provide adequate splice lengths with existing box culvert steel as determined by the Engineer.

E. Steel Reinforcement. See Section 811.

III. CONSTRUCTION.

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

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

Box Culvert Extensions

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C. Site Preparation. Be responsible for all Site Preparation, including but not limited to Clearing and Grubbing; Removing pavement; Tree and Stump removal; Temporary Fencing; Roadway Excavation and Structure Excavation; Embankment and Embankment in Place; removal of obstructions or any other items; Grading, Reshaping, and Compacting; Ditching and Shouldering, obtaining borrow and waste sites, and disposal of materials, waste, and debris; cleaning inlet and outlet ditches; and restoration, cleanup and final dressing.

Clear and Grub only the minimum area required for construction and/or as directed by the Engineer. Limit clearing and grubbing to the absolute minimum required to construct the box culvert extensions. Obtain the Engineer's approval before removing trees and stumps from the cleared areas. Phase construction such that the potential for erosion is as minimal as possible.

Excavate as needed to remove any portion of the existing structure necessary for construction of the box culvert extension. Perform any ditching or grading as directed by the Engineer. Stockpile suitable materials for incorporation into the work as approved by the Engineer.

Be responsible for all excavation (common, roadway, structure, solid rock, and unclassified) required for foundation preparation, toe walls, and all other excavation required for the box culvert extensions. Excavate rock in channel as required to allow for construction of foundation and construction of box culvert extensions.

Be responsible for all embankment, embankment in place, and borrow required for backfilling the box culvert extension, constructing widened roadway and shoulder transitions, and all other embankment required to complete the work.

Provide positive drainage of slopes and ditches at all times during and upon completion of construction. Waste all removed materials not incorporated into the work 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). Perform all excavation and removal of obstructions only as approved or directed by the Engineer

D. Remove Headwall. Remove the existing headwall(s) and wingwalls at the existing box culvert end(s) to sound concrete masonry, or as directed by the Engineer. Before removing any concrete masonry saw around the perimeter of the removal area on the interior and exterior to a depth of 1 inch. When sawing, take care not to cut into the existing steel reinforcement. Do not kink or unnecessarily bend exposed existing steel reinforcement. Remove structure excavation to solid rock or as directed by the Engineer, and prepare foundation. Existing steel reinforcement shall be thoroughly cleaned of concrete and straightened for use to bond the new concrete and reinforcement with a minimum overlap of 1'-9", unless otherwise shown in the drawings. As an alternative, if the existing headwall is sound, the Engineer may approve leaving the existing headwall in place. If the Engineer approves leaving the existing headwall in place, center 3'-0" long, #6 dowel bars at 12" spacing into the existing slabs and walls,

Box Culvert Extensions

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embedded 1'-6" deep into the existing box culvert concrete, and set with an adhesive anchorage system to provide a pullout strength of equal or greater capacity than the corresponding reinforcing steel.

E. Box Culvert Extensions. Construct the box culvert extension(s) according to the notes and details in the drawings, and Sections 601, 602, 603, 610, and/or any other applicable Standard Specifications. Class A Concrete shall be used throughout. Bond the proposed plastic concrete to the existing hardened concrete in all locations using a Type V Epoxy Resin or other approved structural adhesive, as prescribed in Section 826. Follow the manufacturer's application instructions. All exposed concrete edges shall be beveled $\frac{3}{4}$ ", unless otherwise noted. Reinforcement shall have a 2" clear distance to the proposed face of concrete, unless otherwise noted. Obtain the Engineer's approval of the final centerline, flow line, length, skew, and revised dimensions and/or steel pattern, if any, of each box culvert extension prior to placing concrete.

The Contractor is required to complete the box culvert extension(s) in accordance with the plans and all applicable specifications. The cost of any and all labor, materials, equipment, and/or any other items necessary to construct the box culvert extension(s) shall be incidental to the most appropriate bid items. Incidental items may include, but are not limited to, cofferdams, shoring, excavation, backfilling, and phased construction.

F. Remove Concrete Masonry. If the Engineer approves leaving the existing headwall(s) in place, a portion of the existing parapet(s) may need to be removed in order to construct a shoulder of suitable depth from the edge of pavement to the proposed headwall. Any necessary removal of a portion of the existing parapet shall be considered Site Preparation and shall be incidental to the box culvert bid items. Also, if the existing headwall(s) are left in place, one or both of the existing wingwalls, or a portion of either wingwall may need to be removed in order to construct the proposed box culvert extension(s) and/or headwall(s). In this situation, any necessary removal of the existing wingwall(s), or any portion thereof, shall be considered Site Preparation and shall be incidental to the box culvert bid items.

G. Embankments. Backfill box culvert extensions and construct embankments, slopes, roadway shoulders, and ditches as shown on the drawings, or as directed by the Engineer. Warp and tie the embankment slopes into the adjacent existing roadway to match the existing slopes and ditches. Provide positive drainage of slopes and ditches at all times during and upon completion of construction.

H. Ditching, Shouldering. Construct ditches and shoulders to provide positive drainage. Transition the ditches and shoulders between the existing typical section and the reconstructed roadway at the box culvert extension site(s). Clean all new and existing cross drainage and entrance structures within the limits of the ditching areas according to Section 209.03.B.

I. Clean Culvert. Remove all deleterious material and objects not native to the box culvert

Box Culvert Extensions Page 4 of 6

barrel, such as, but not limited to debris and silt. The Contractor may choose to clean the box culvert prior to, or after, the proposed box culvert extension work. If the Contractor chooses to clean the box culvert prior to the proposed box culvert extension work, and additional debris, silt, etc. builds up during the box culvert extension operations, the Contractor shall remove the additional debris, silt, etc. at no additional cost to the Department, after the box culvert extension operations are complete.

NOTE: The proposal lists the existing box culverts that are to receive the Clean Culvert bid item. These identified box culverts are those that had existing debris, silt, etc. at the time the proposal was developed. The Engineer and the Contractor are encouraged to review the proposed box culvert extension site(s) prior to the Contractor beginning the box culvert extension work and determine if the Clean Culvert bid item applies. The Engineer shall determine the final approved quantities. If an existing box culvert location has a buildup of debris, silt, etc., but the Clean Culvert bid item is NOT listed in the proposal for that box culvert, the Contractor shall notify the Engineer prior to beginning box culvert extension operations, so that the Engineer can confirm that the existing box culvert has a buildup of debris, silt, etc. If the contractor does not notify the Engineer of this situation prior to beginning the box culvert extension operations, the Engineer will assume the buildup was a result of the Contractor's operations, and the cost of cleaning the box culvert shall be at no additional cost to the Department.

J. 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.

K. 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 does not warrant or give any guarantee as to the accuracy of the data and information shown and no claims for money or time extensions will be considered if the conditions encountered, items used or omitted, and final quantities required are not in accordance with the information shown.

L. 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 the Contractor's operations at no additional cost to the Department.

M. Right of Way Limits. The Department has not established the exact limits of the Right-

Box Culvert Extensions
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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.

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

O. 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.

P. 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.

IV. MEASUREMENT.

Quantities shown on the summaries and drawings are approximate only. The Department will measure for payment only the bid items listed and the actual quantities incorporated in the work. All other items required to complete the construction shall be incidental to the listed bid items.

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

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

C. Site Preparation. Other than the bid items listed, the Department will not measure Site Preparation for separate payment, but shall be incidental to the applicable project bid items.

D. Remove Headwall. The Department will measure the removal of existing headwalls as Each. If the Engineer allows a proposed box culvert extension to be constructed without removing the existing headwall, the Remove Headwall bid item shall not be measured for payment.

Box Culvert Extensions
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E. Foundation Preparation. The Department will measure Foundation Preparation of box culvert extensions as Lump Sum. The Lump Sum unit price shall include all extensions at each identified box culvert, and shall not be measured as individual units per inlet or outlet. Except for the Foundation Preparation bid items listed, the Department will NOT measure Foundation Preparation for any other items of work and shall consider it incidental to the other items of work, as applicable.

F. Concrete-Class A. See Section 601.04.

G. Steel Reinforcement. See Section 602.04.

H. Clean Culvert. The Department will measure each box culvert cleaned as Lump Sum. The bid item Clean Culvert will not be measured when a box culvert must be cleaned due to buildup of debris, silt, etc. that occurs during the Contractor's construction operations.

V. PAYMENT.

The Department will make payment only for the bid items listed. All other items required to complete the construction shall be incidental to the listed bid items.

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

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

C. Foundation Preparation. Payment at the Lump Sum unit price shall be full compensation for furnishing all labor, materials, and equipment necessary for Foundation Preparation of all extensions at each identified box culvert.

D. Concrete-Class A. See Section 601.05.

E. Steel Reinforcement. See Section 602.04.

F. Clean Culvert. The Department will make payment for the completed and accepted quantities of each box culvert cleaned, as approved by the Engineer. Payment at the Lump Sum unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to clean each box culvert measured for payment. Any box culverts that require cleaning, but are not approved by the Engineer for measurement of payment, shall be incidental to the box culvert bid items.

SPECIAL NOTE

For Tree Removal

**Laure County
KY-470 Road Improvements
Item No. 4-989**

**NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER
BREAST HEIGHT) FROM JUNE 1 – JULY 31**

**If there are any questions regarding this note, please contact Division of
Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone: (502) 564-
7250.**

SPECIAL NOTE FOR TREE, STUMP, AND BRUSH REMOVAL

I. DESCRIPTION

All work shall be performed in accordance with the Department's current Standard Specifications for Road and Bridge Construction and applicable Special Provisions, except as hereafter specified. Article references are to the Standard Specifications.

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

II. MATERIALS

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

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

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic.** The Contractor shall maintain and control traffic in accordance with the Traffic Control Plan.
- B. Cutting, Trimming, and/or Removing Trees, Stumps, and/or Brush.** The Contractor shall cut trees and/or bushes as close to the ground as possible; three inches (3") or less from ground line. Any tree trimming listed in the proposal shall be cleared as shown on the Tree Trimming Detail. Grinding of all tree stumps within the mowing zone shall be required as directed by the Engineer. All stumps that are listed on the summary and/or directed by the Engineer to be removed, are to be removed via mechanical grinding, or other methods approved by the Engineer, to a minimum depth of four (4) inches below the surrounding grade line. For trees that are cut, but will not be required to have their stump removed, treat the stump, within one hour of cutting, with the specified herbicide solution.

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

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

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

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

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

- D. Stump Treatment.** Within one hour of cutting, the Contractor shall apply a stump treatment mix consisting of fifty percent (50%) Glyphosate (EPA Reg. No. 524-579) with water and add twelve (12) ounces of Imazapyr (EPA Reg. No. 241-431), as specified, per gallon of solution. The addition of a non-ionic surfactant 5% (v/v) shall be added to the solution to increase uptake of the herbicide solution into the root system. Generic formulations are not acceptable. Mix the herbicide solution in the presence of the Inspector. Include a color indicator in the herbicide solution to mark the treated stumps. Spray or paint the herbicide solution onto all cut stumps within one hour after cutting. Apply the herbicide solution in a manner to avoid drift onto surrounding vegetative ground cover. Stumps in the mowing zone, designated for mechanical grinding treatment, need not receive the herbicide treatment.

Tree, Stump, & Brush Removal
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Provide herbicide material for the treatment of cut stumps meeting the following criteria:

a. Glyphosate

Active ingredient: **(Glyphosate)**

*Glyphosate, N-(phosphonomethyl)glycine, in the form of its potassium salt.....	48.7%
Inert ingredients	51.3%
Total	100.0%

* Contains 660 grams per liter or 5.5 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its potassium salt. Equivalent to 540 grams per liter or 4.5 pounds per U.S. gallon of the acid, glyphosate.
EPA Reg. No. 524-579

b. Imazapyr

Active ingredient: **(Imazapyr)**

*Isopropylamine salt of Imazapyr 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid	26.7%
Inert ingredients	73.3%
Total	100%

* Equivalent to 21.8 percent 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-imidazolyl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.
EPA Reg. No. 241-431

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

E. Property Damage. The Contractor will be responsible for all damage to public and/or private property resulting from his work.

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

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

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic.** See the Traffic Control Plan.
- B. Site preparation.** Other than the bid items listed, site preparation will NOT be measured for payment, but shall be incidental to the project bid items.
- C. Remove Trees or Stumps.** The Department will measure the quantity as each tree or stump removed. Trees or stumps to be removed under this bid item are those listed on the Plans or in this Proposal, or as directed by the Engineer.
- D. Trim & Remove Trees & Brush.** The Department will measure the quantity by linear foot, per side of the highway. See the Tree Trimming Detail for the horizontal and vertical trimming dimensions. The horizontal width is taken from the edge of pavement measured perpendicular to the roadway but not to extend beyond the obvious Right-of-Way limits, or as directed by the Engineer.
- E. Stump Treatment.** The Department will NOT measure for payment the operation of Stump Treatment. This activity shall be incidental to the bid items "Remove Trees or Stumps" and/or "Trim & Remove Trees & Brush".
- F. Clean Up, Disposal of Waste.** The Department will NOT measure for payment the operations of Clean Up and Disposal of Waste. These activities shall be incidental to the project bid items.

Tree, Stump, & Brush Removal
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G. Final Dressing, Seeding and Protection. The Department will NOT measure for payment the operations of Final Dressing. Seeding and Protection will be measured according to Section 212.

H. Erosion Control. See the Special Note for Erosion Control.

V. BASIS OF PAYMENT

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

B. Remove Trees or Stumps. The Department will make payment for the completed and accepted quantities of each tree or stump removed. The Department will consider payment at the contract unit price as full compensation for furnishing all materials, equipment, labor, other expenses, and all incidentals necessary to complete the work of removing the trees and/or stumps.

C. Trim & Remove Trees & Brush. The Department will make payment for the completed and accepted quantities per linear foot. The Department will consider payment at the contract unit price as full compensation for furnishing all materials, equipment, labor, other expenses, and all incidentals necessary to complete the work of trimming and removing the trees and/or brush.

D. Erosion Control. See the Special Note for Erosion Control.

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.

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

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. All silt control devices shall be sized to retain a volume of 3,600 cubic feet per disturbed contributing acre. Remove sediment from silt traps before they become a maximum of 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

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

IV. MEASUREMENT

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

V. BASIS OF PAYMENT

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

SPECIAL NOTE FOR STAKING

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

1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
2. Using the proposed pavement superelevation rates, determine the necessary changes in pavement edge elevation along the curves and the transitions leading into and out of the curve to achieve the proposed superelevation improvements. The intent to provide a consistent superelevation throughout the curves and smooth transitions into and out of the curves. Once the proposed changes in pavement edge elevations are determined and prior to starting paving operations, verify the proposed roadside re-grading along the curve can be constructed so that the new roadside is flush with the new pavement edge elevation and the new toe of slope, or top of cut, will remain within the Right-of-Way and/or not impact a sensitive obstruction and/or remain within any Consent & Release area the Department has obtained. If necessary, and with the approval of the Engineer, reduce the proposed superelevation rate of a curve if the new edge of pavement elevation will cause the new roadside grading to extend beyond the Right-of-Way, Consent & Release Area, and/or impact a sensitive obstruction. Alternatively, with the approval of the Engineer, the Contractor may be allowed to make adjustments to the roadside grading so the proposed roadside re-grading will remain within the Right-of-Way, Consent & Release Area, and/or not impact a sensitive obstruction. After the final proposed changes in pavement edge elevations are determined and before paving operations begin, submit to the Engineer and obtain approval for the number of asphalt lifts, each asphalt lift's thickness, and the asphalt mix type of each lift the contractor plans to use to achieve the superelevation improvement. Ensure positive drainage upon completion of the work.
3. Verify the dimensions, type, and quantities of the culvert pipes, entrance pipes, and/or box culverts as listed and detailed in the proposal, and determine flow line elevations and slopes necessary to provide positive drainage. Revise as necessary to accommodate the existing site conditions; to provide proper alignment of the drainage structures with existing and/or proposed ditches, stream channels, swales, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
4. Produce and furnish to the Engineer "As Built" information for the superelevation improvements and the drainage improvements. For superelevation improvements, as built information will consist of a record of the final pavement cross slopes every 50 feet, for each lane of travel along the curves and the transitions into and out of the curves. Elevation data of the curve improvements is not necessary; simply the cross slope percentage every 50 feet. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures (i.e. box inlets, headwalls, junction boxes, etc.), culvert pipes, and/or box culverts constructed. Final elevation data of the drainage improvements is not necessary.
5. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
6. Perform any and all other staking operations required to control and construct the work.

SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES

The ultimate fixed completion date for this project will be November 1st, 2019. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

Trees and/or bushes that are 5 inches or greater (diameter at breast height) shall not be cut or trimmed between June 1ST and July 31ST. Any trees and/or bushes that are cut or trimmed between June 1ST and July 31ST will NOT receive payment at the contract unit price. Furthermore, failure to adhere to these restrictions shall result in Liquidated Damages in the amount of **\$310** per affected tree as mitigation to the Imperiled Bat Conservation Fund for the loss of habitat. Activities that are a part of this contract that do not involve the initial trimming and/or cutting of trees and/or bushes will be permitted under the ultimate fixed completion date.

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

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.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

COORDINATION OF WORK WITH OTHER CONTRACTS

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

1-3193 Coordination Contracts
01/02/2012

SPECIAL 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;

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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.

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

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

1-3725 Typical Section Dimensions
01/02/2012

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

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

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

PROJECT PHASING & CONSTRUCTION PROCEDURES

The Engineer may specify days and hours when lane closures will not be allowed.

Maintain alternating one way traffic during construction. Provide a minimum clear lane width of 9 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the bus or emergency vehicle as quickly as possible.

LANE CLOSURES

Do not leave lane closures in place during non-working hours or prohibited periods, unless otherwise approved by the Engineer. No long-term lane closures (more than 3 days) will be allowed; therefore, lane closures will not be measured for payment.

TEMPORARY SIGNS

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 (temporary signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term temporary signs (temporary signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

CHANGEABLE MESSAGE SIGNS

If deemed necessary by the Engineer, the Department will furnish, operate, and maintain Changeable Message Signs.

BARRICADES

The Department will not measure barricades used in lieu of barrels and cones for channelization or

Traffic Control Plan
Page 2 of 2

delineation, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

The Department will measure barricades used for road closures and to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades 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 barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of construction.

PAVEMENT MARKINGS

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

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

PAVEMENT EDGE DROP-OFFS

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


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

Less than 2" - No protection required.

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

	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		

<input checked="" type="checkbox"/> Original <input type="checkbox"/> Re-Certification		RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
4-989	Larue	FD52 062 0470 005-007	HSIP 9010 (328)

PROJECT DESCRIPTION

Safety project to flatten slopes, widen curves, upgrade guardrail end treatments, extend culvert.

No Additional Right of Way Required
 Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.

Condition # 1 (Additional Right of Way Required and Cleared)
 All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.

Condition # 2 (Additional Right of Way Required with Exception)
 The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract

Condition # 3 (Additional Right of Way Required with Exception)
 The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.

Total Number of Parcels on Project	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired	0	
Signed Deed	0	
Condemnation	0	
Signed ROE	0	

Notes/ Comments (Use Additional Sheet if necessary)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name	Charles Allen	Printed Name	Michael H. Price
Signature	<i>Charles A. Allen</i>	Signature	<i>Michael H. Price</i>
Date	8-23-18	Date	8/23/2018
Asst. Right of Way Director		FHWA	
Printed Name	Kelly R. Divine	Printed Name	No Signature Required
Signature	<i>Kelly R. Divine</i>	Signature	as per FHWA-KYTC
Date	8/23/18	Signature	Stewardship Agreement
Date		Date	

UTILITIES AND RAIL CERTIFICATION NOTE

**LARUE COUNTY
HSIP 9010 (328)
FD52 062 0470 005-007
KY 470 SAFETY IMPROVEMENTS
ITEM # 4-989.00**

GENERAL PROJECT NOTE ON UTILITY PROTECTION

N/A

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

Windstream has an existing buried fiber optic within or near the disturb limits on the right side of the road throughout the shoulder widening sections.

Nolin RECC has a guy-wire in the slope of the proposed ditch-line at approximate station 322+00 that is to remain in place. Do not disturb the anchor while excavating for the ditch. Call Paul Baker (270-765-6153) 3 business days before excavating within 5' of the guy-wire.

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

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

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

LG&E has a 100' section of gas main centered at approximate station 301+30, 22.5 LT and running with the ditchline parallel with the road that will need to be lowered approximately 18". This work is to be coordinated with LG&E. Please call Todd Eisert (502-548-4875) and give 5 working days' notice prior to working in this area. LG&E will coordinate with the highway contractor to perform the work within 72 hours. Note that the backslope of the ditch must be cut before the line is lowered so the grading must be completed before calling LG&E to adjust the line.

The Department will consider submission of a bid as the Contractor's agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of LG&E. 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 KYTC Resident 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 decision shall be final and binding upon the Contractor.

UTILITIES AND RAIL CERTIFICATION NOTE

**LARUE COUNTY
HSIP 9010 (328)
FD52 062 0470 005-007
KY 470 SAFETY IMPROVEMENTS
ITEM # 4-989.00**

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

Larue County Water District has a 6" water main that is to be relocated by the highway contractor between stations 286+00 and 291+00 RT.

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

**LARUE COUNTY
HSIP 9010 (328)
FD52 062 0470 005-007
KY 470 SAFETY IMPROVEMENTS
ITEM # 4-989.00**

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

**LARUE COUNTY
HSIP 9010 (328)
FD52 062 0470 005-007
KY 470 SAFETY IMPROVEMENTS
ITEM # 4-989.00**

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
LARUE COUNTY WATER DISTRICT	STEVE GARDNER	270-325-3242
SOUTH CENTRAL RURAL TELEPHONE	TIM GIBSON	270-678-8249
NOLIN RECC	PAUL BAKER	270-765-6153
WINDSTREAM	BARRY ROBERTS	270-765-1805
LG&E GAS	TODD EISERT	502-548-4875

Kentucky Transportation
Cabinet Project: 4-989, Safety improvements, KY 470- Larue County

N O T I C E

**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
NATIONWIDE SECTION 404 PERMIT AUTHORIZATION**

**DEPARTMENT FOR ENVIRONMENTAL PROTECTION
KENTUCKY DIVISION OF WATER
SECTION 401 WATER QUALITY CERTIFICATION**

PROJECT DESCRIPTION:

The Sections 404 and 401 activities for this project have previously been permitted under the authority of the Department of the Army, Nationwide Section 404 Permit Number 14, *Linear Transportation Projects* (with additional *Kentucky Regional General Conditions*), and the Division of Section 401 Water General Water Quality Certification. For these authorized permits to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Number 14 permit and General Water Quality Certification in a conspicuous location at the project site, with unencumbered public access, for the duration of construction and comply with the general conditions required.

Locations Impacting Water Quality

Station-Location	Description
MP 5.483	Extend 8' x 5' Double Box Culvert- 14 LF resulting in 0.0026 acres of impact to a perennial stream on an UT of the South Fork of the Nolin River Latitude: 37.51416 degrees, Longitude: -85.69434 degrees

Kentucky Transportation
 Cabinet Project: 4-989, Safety improvements, KY 470- Larue County

Station-Location	Description
MP 5.707	Extend 18” RCP 6 LF on the upstream and 8 LF on the downstream side and add sloped and mitered headwalls resulting in 0.0005 acres of impact to an ephemeral stream in an UT of the South Fork of the Nolin River Latitude: 37.51663 degrees, Longitude: -85.69196 degrees
MP 6.106	Remove 43 LF of existing 36 inch culvert pipe and replace with 46 LF of 36 inch culvert pipe and install mitered headwall on the inlet side which will result in 0.0002 acres of additional impact to an ephemeral stream on an UT of the South Fork of the Nolin River. Latitude: 37.52207 degrees, Longitude: -85.69092 degrees
MP 6.560	Remove 4 LF of existing 18” culvert pipe on the outlet side and replace/extend with 12 LF of 18” culvert pipe with mitered headwall on outlet which will result in 0.0003 acres of additional impact to an ephemeral stream in an UT of the South Fork of the Nolin River. Latitude: 37.52771, Longitude: -85.68855 degrees

This project involves work near and/or within Jurisdictional Waters of the United States as defined by the U. S. Army Corps of Engineers; therefore, requiring a Nationwide Number 14 General Section 404 permit. The Division of Water conditionally certified this General Permit. Importantly, one of those conditions regards the use of heavy equipment in any stream channel, or streambed. If there is need to cross the stream channel with heavy equipment, or conduct work within the stream channel, a work platform or temporary crossing, is authorized. This should be constructed with clean rock (preferably sandstone or granite east of a line stretching from the McCreary-Wayne County line to the southwest, northeasterly to Lewis-Greenup County line), and sufficient pipe to allow stream flow to continue, unimpeded (refer to the attached standard drawing for low-water crossings at end of the document). Other conditions may be found under the heading, *General Certification—Nationwide Permit # 14 Linear Transportation Projects*.

In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Number 14 Approval in a conspicuous location at the project site, for the duration of the construction, and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design, or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain written permission from the Division of Construction and the Kentucky Transportation Cabinet, Division of Environmental Analysis. If such changes necessitate further permitting, then the contractor will be responsible for applying to the U. S. Army Corps of Engineers and the Kentucky Division of Water. A copy of any request to the Corps of Engineers or Division of Water to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.

Public Notice



**US Army Corps
of Engineers
Louisville District** ®

Public Notice No.
LRL-2016-00006

Expiration Date
18 MAR 2022

Please address all comments and inquiries to:
U S. Army Corps of Engineers, Louisville District
ATTN: Ms. Meagan Knuckles, CELRL-RDS
P.O. Box 59
Louisville, Kentucky 40201-0059

Phone (502) 315-6709

PUBLIC NOTICE ANNOUNCING REGIONAL CONDITIONS AND WATER QUALITY CERTIFICATIONS FOR NATIONWIDE PERMITS

On January 6, 2017, the U.S. Army Corps of Engineers (Corps) published a notice in the *Federal Register* (82 FR 1860) announcing the reissuance of all 50 existing Nationwide Permits (NWP), general conditions, and definitions with some modifications. The Corps also issued two new NWPs, one new general condition, and five new definitions. The NWPs became effective on March 19, 2017, and will expire on March 18, 2022.

On March 17, 2017, the Great Lakes and Ohio River Division (LRD) Engineer approved Regional Conditions for the NWPs in Kentucky. These conditions apply to all activities authorized by NWPs. Regional Conditions provide additional protection for the aquatic environment by ensuring that the NWPs authorize only those activities with minimal adverse effects on the aquatic environment. The Regional Conditions for Kentucky are attached to this public notice. Additionally, the Louisville District has posted the Regional Conditions for the NWPs on its Internet home page at: <http://www.lrl.usace.army.mil/Missions/Regulatory/Obtain-a-Permit/Nationwide/>

The Kentucky Division of Water (KDOW) denied the 401 Water Quality Certification (WQC) for NWPs 16, 17, 32, 38, 43, 44, 52, 53 and 54. An individual 401 WQC from KDOW will be required for any project authorized by one of the NWPs with a 401 WQC denial. The KDOW conditioned the 401 WQC for NWPs 3, 5, 7, 12, 13, 14, 15, 18, 19, 21, 23, 25, 27, 29, 30, 31, 33, 36, 37, 39, 42, 45, 46, 49, 50, and 51. An individual 401 WQC will be required by KDOW under certain conditions. The full text of the Water Quality Certifications issued by KDOW is available on the Louisville District website at the link listed above.

Questions concerning implementation of the new and modified NWPs and conditions or the Corps Regional Conditions should be sent to the Louisville District, Corps of Engineers, ATTN: Ms. Meagan Knuckles, CELRL-RDS, P.O. Box 59, Louisville, Kentucky 40201-0059.

2017 Nationwide Permits Regional and Permit-Specific Conditions COMMONWEALTH OF KENTUCKY

These regional conditions are in addition to, but do not supersede, the requirements in the *Federal Register* (Volume 82, No. 4 of January 6, 2017, pp 1860).

**Regulatory Division
Public Notice No. LRL-2016-00006**

Notifications for all Nationwide Permits (NWP) shall be in accordance with General Condition No. 32.

1. For activities that would impact Outstanding State or National Resource Waters (OSNRWs), Exceptional Waters (EWs), Coldwater Aquatic Habitat Waters (CAHs) under the Endangered Species Act for the NWP listed below, a Pre-Construction Notification (PCN) will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWP (Section 404 activities), for impacts to these waters.

- NWP 3 (Maintenance)
- NWP 4 (Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities)
- NWP 5 (Scientific Measurement Devices)
- NWP 6 (Survey Activities)
- NWP 7 (Outfall Structures and Associated Intake Structures)
- NWP 12 (Utility Line Activities)
- NWP 13 (Bank Stabilization)
- NWP 14 (Linear Transportation Projects)
- NWP 15 (U.S. Coast Guard Approved Bridges)
- NWP 16 (Return Water from Upland Contained Disposal Areas)
- NWP 17 (Hydropower Projects)
- NWP 18 (Minor Discharges)
- NWP 19 (Minor Dredging)
- NWP 20 (Response Operations for Oil or Hazardous Substances)
- NWP 21 (Surface Coal Mining Activities)
- NWP 22 (Removal of Vessels)
- NWP 23 (Approved Categorical Exclusions)
- NWP 25 (Structural Discharges)
- NWP 27 (Aquatic Habitat Restoration, Establishment, and Enhancement Activities)
- NWP 29 (Residential Developments)
- NWP 30 (Moist Soil Management for Wildlife)
- NWP 31 (Maintenance of Existing Flood Control Facilities)
- NWP 32 (Completed Enforcement Actions)
- NWP 33 (Temporary Construction, Access, and Dewatering)
- NWP 34 (Cranberry Production Activities)
- NWP 36 (Boat Ramps)
- NWP 37 (Emergency Watershed Protection and Rehabilitation)
- NWP 38 (Cleanup of Hazardous and Toxic Waste)
- NWP 39 (Commercial and Institutional Developments)
- NWP 40 (Agricultural Activities)
- NWP 41 (Reshaping Existing Drainage Ditches)
- NWP 42 (Recreational Facilities)
- NWP 43 (Stormwater Management Facilities)
- NWP 44 (Mining Activities)
- NWP 45 (Repair of Uplands Damaged by Discrete Events)

**Regulatory Division
Public Notice No. LRL-2016-00006**

- NWP 46 (Discharges in Ditches)**
- NWP 48 (Commercial Shellfish Aquaculture Activities)**
- NWP 49 (Coal Remining Activities)**
- NWP 50 (Underground Coal Mining Activities)**
- NWP 51 (Land-Based Renewable Energy Generation Facilities)**
- NWP 52 (Water-Based Renewable Energy Generation Pilot Projects)**
- NWP 53 (Removal of Low-Head Dams)**
- NWP 54 (Living Shorelines)**

2. In addition to the notification and agency coordination requirements in the NWPs, for impacts greater than 0.25 acres in all “waters of the U.S.” for the NWPs listed below, a PCN will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWPs:

- NWP 3 (Maintenance)**
- NWP 7 (Outfall Structures and Associated Intake Structures)**
- NWP 12 (Utility Line Activities)**
- NWP 14 (Linear Transportation Projects)**
- NWP 29 (Residential Developments)**
- NWP 39 (Commercial and Institutional Developments)**
- NWP 40 (Agricultural Activities)**
- NWP 41 (Reshaping Existing Drainage Ditches)**
- NWP 42 (Recreational Facilities)**
- NWP 43 (Stormwater Management Facilities)**
- NWP 44 (Mining Activities)**
- NWP 51 (Land-Based Renewable Energy Generation Facilities)**
- NWP 52 (Water-Based Renewable Energy Generation Pilot Projects)**
- NWP 53 (Removal of Low-Head Dams)**

3. For activities in all “waters of the U.S.” for the NWPs listed below, a PCN will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWPs:

- NWP 21 (Surface Coal Mining Activities)**
- NWP 27 (Aquatic Habitat Restoration, Establishment & Enhancement Activities)**
- NWP 49 (Coal Remining Activities)**
- NWP 50 (Underground Coal Mining Activities)**

4. **Nationwide Permit No. 14 – Linear Transportation Projects.**

- (a) **New road alignments or realignments are limited to a permanent loss of 500 linear feet of intermittent or perennial stream length at each crossing. Road crossings with permanent losses greater than 500 linear feet of intermittent or perennial stream associated with new alignments or realignments will be evaluated as an individual permit (i.e., a Letter of Permission or as a Standard Individual Permit).**

Regulatory Division
Public Notice No. LRL-2016-00006

- (b) In addition to the notification requirements contained in NWP 14, the permittee must submit a PCN to the district engineer prior to commencing the activity for the permanent loss of greater than 300 feet of ephemeral, intermittent and perennial stream of all "waters of the U.S." (See General Condition 32 and the definition of "loss of waters of the United States" in the Nationwide Permits for further information.)
5. Notification in accordance with General Condition 32 is required to the Corps for all activities which are subject to jurisdiction under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 6. All applications are required as both a paper copy and in an electronic media format, including electronic mail or compact disc.
 7. For all activities, the applicant shall review the U.S. Fish and Wildlife Service's IPaC website: <http://ecos.fws.gov/ipac> to determine if the activity might affect threatened and/or endangered species or designated critical habitat. If federally-listed species or designated critical habitat are identified, a PCN in accordance with General Condition 18 and 32 would be triggered and the official species list generated from the IPaC website must be submitted with the PCN.

Further information:

Outstanding State or National Resource Water (OSNRWs), Exceptional Waters (EWs), and Coldwater Aquatic Habitat Waters (CAHs) are waters designated by the Commonwealth of Kentucky, Natural Resources and Environmental Protection Cabinet. The list can be found at the following link: <http://eppcapp.ky.gov/spwaters/>

Information on Pre-Construction Notification (PCN) can be found at NWP General Condition No. 32 in the Federal Register (Volume 81, No. 105 of June 1, 2017, pp 35211).

Regulatory Division
Public Notice No. LRL-2016-00006

COORDINATING RESOURCE AGENCIES

Chief, Wetlands Regulatory Section
U.S. Environmental Protection Agency
Region IV
Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, Georgia 30303

Supervisor
U.S. Fish & Wildlife Service
JC Watts Federal Building, Room 265
330 West Broadway
Frankfort, Kentucky 40601

Supervisor
401 Water Quality Certification
Kentucky Division of Water
300 Sower Boulevard, 3rd Floor
Frankfort, Kentucky 40601

Commissioner
Department of Fish and Wildlife Resources
#1 Game Farm Road
Frankfort, Kentucky 40601

Executive Director and State Historic Preservation Officer
Kentucky Heritage Council
300 Washington Street
Frankfort, Kentucky 40601

**ADDITIONAL COORDINATING RESOURCE AGENCY
FOR NWPS 21, 49, AND 50**

Kentucky Department for Natural Resources
Division of Mine Permits
300 Sower Boulevard
Frankfort, Kentucky 40601

2017 Nationwide Permit

14. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (**Authorities:** Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to

ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).



MATTHEW G. BEVIN
GOVERNOR

CHARLES G. SNAVELY
SECRETARY

**ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

R. BRUCE SCOTT
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

**General Certification--Nationwide Permit # 14
Linear Transportation Projects**

This General Certification is issued March 19, 2017, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

For this and all nationwide permits, the definition of surface water is as per 401 KAR 10:001 Chapter 10, Section 1(80): Surface Waters means those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered to be surface waters of the commonwealth.

Agricultural operations, as defined by KRS 224.71-100(1) conducting activities pursuant to KRS 224.71-100 (3), (4), (5), (6), or 10 are deemed to have certification if they are implementing an Agriculture Water Quality Plan pursuant to KRS 224.71-145.

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the following conditions are met:

1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
3. The activity will impact less than 1/2 acre of wetland/marsh.

General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 2

4. The activity will impact less than 300 linear feet of surface waters of the Commonwealth. Stream realignment greater than 100 feet and in-stream stormwater detention/retention basins are not covered under this general water quality certification.
5. For complete linear transportation projects, all impacts shall not exceed a cumulative length of 500 linear feet within each Hydrologic Unit Code (HUC) 14.
6. Any crossings must be constructed in a manner that does not impede natural water flow.
7. Stream impacts covered under this General Water Quality Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KWQP).
8. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
9. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
10. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
 - Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
 - Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur (401 KAR 10:031 Section 2 and KRS 224.70-100).
 - Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to,

General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 3

upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.

- Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
- Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access.
- To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.
- Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
- Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the KDOW shall be notified immediately by calling (800) 928-2380.

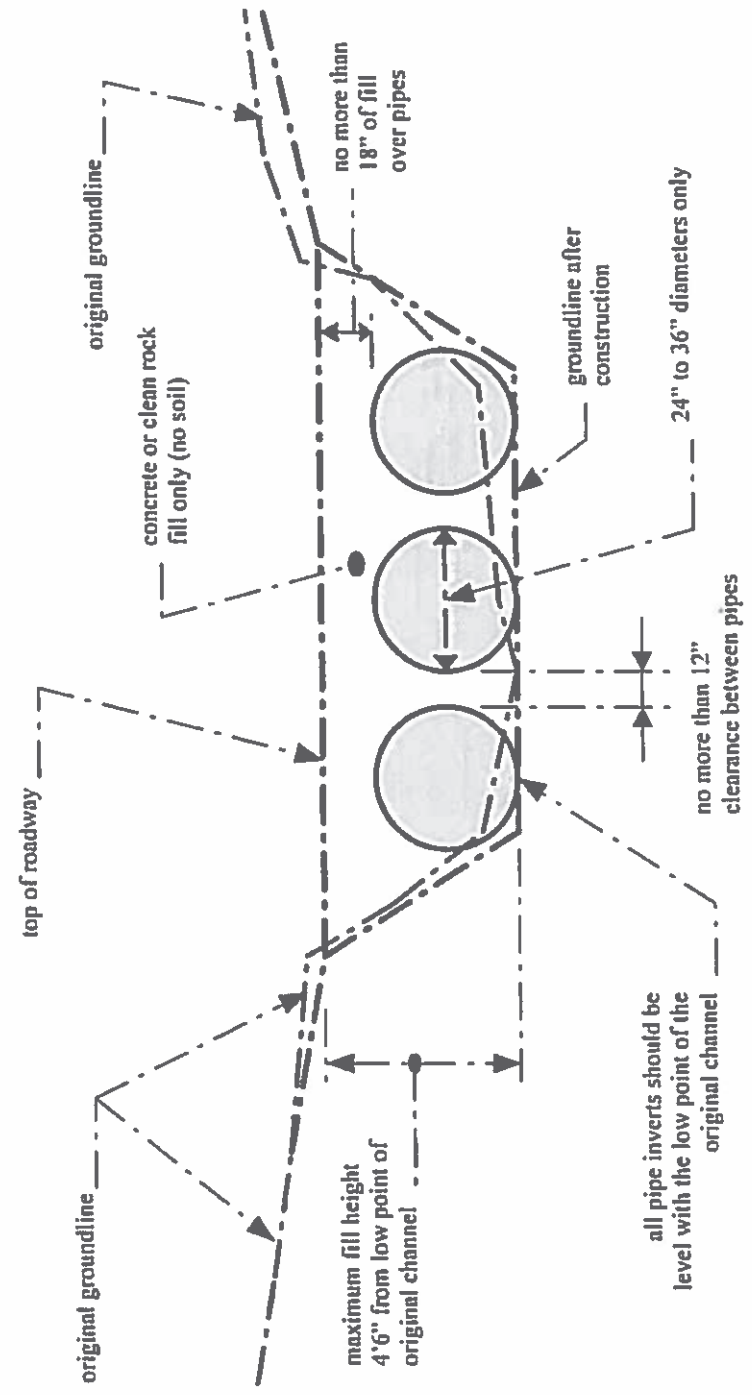
Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

GENERAL CONDITIONS FOR WATER QUALITY CERTIFICATION

1. The Kentucky Division of Water may require submission of a formal application for an Individual Certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
2. Nationwide permits issued by the U.S. Army Corps of Engineers for projects in Outstanding State Resource Waters, Cold Water Aquatic Habitats, and Exceptional Waters as defined by 401 KAR 10:026 shall require individual water quality certifications.
3. Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
4. Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur.
5. Sediment and erosion control measures (e.g., check-dams, silt fencing, or hay bales) shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, placement shall not be conducted in such a manner that may cause instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control measures shall be removed and the natural grade restored prior to withdrawal from the site.
6. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
7. To the maximum extent practicable, all in-stream work under this certification shall be performed during low flow.
8. Heavy equipment (e.g. bulldozers, backhoes, draglines, etc.), if required for this project, should not be used or operated within the stream channel. In those instances where such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize re-suspension of sediments and disturbance to the channel, banks, or riparian vegetation.
9. If there are water supply intakes located downstream that may be affected by increased turbidity, the permittee shall notify the operator when work will be performed.
10. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.

11. Should stream pollution, wetland impairment, and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/564-2380.

ATTACHMENT 1

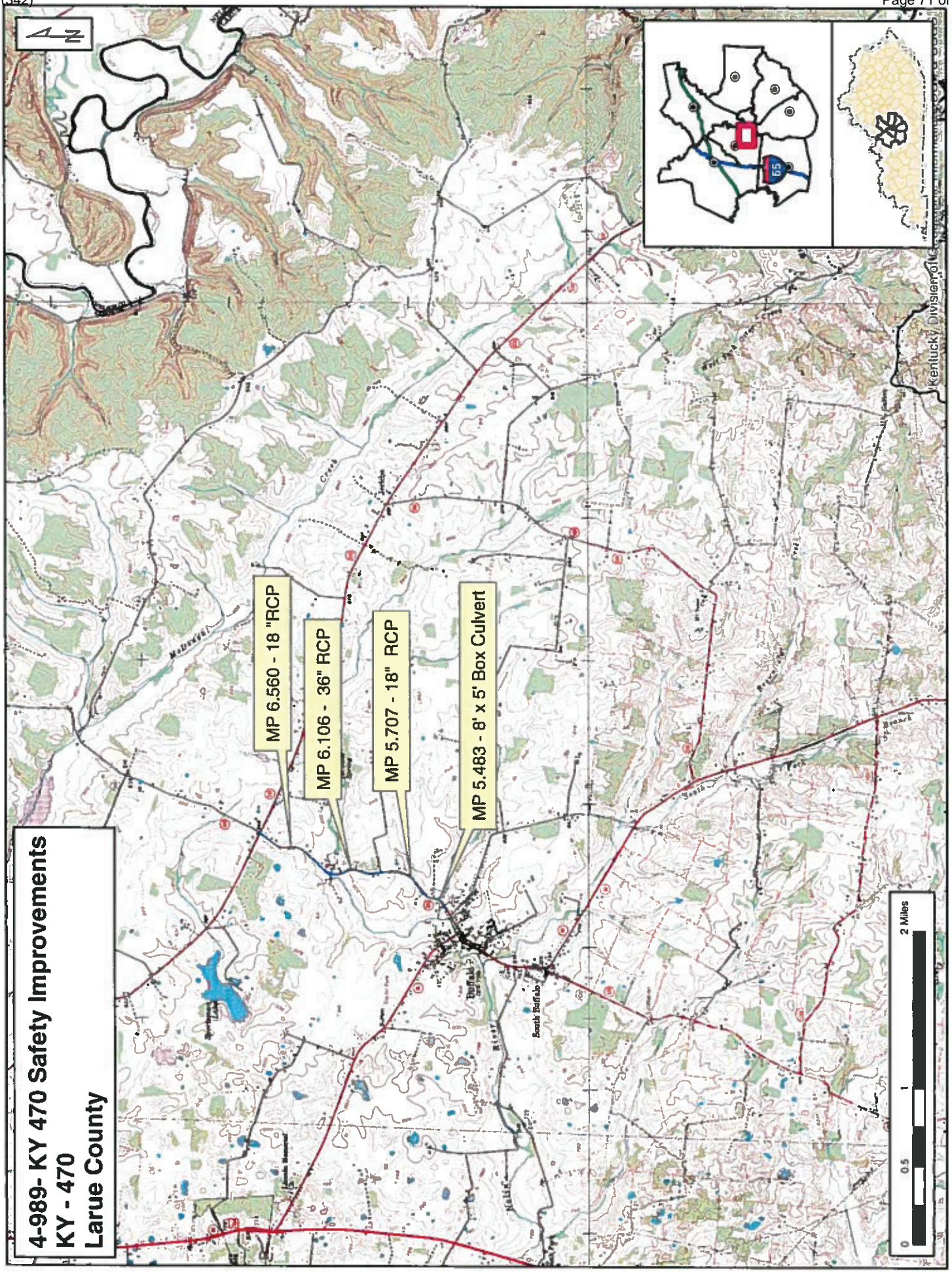


NOTES:

1. This is a conceptual drawing. The number and size of pipes and other details will vary depending on specific site conditions.
2. The pipes and backfill must be contained within the stream channel as shown above. During the construction of the approaches and access roadway across the floodplain, unstable and unconsolidated materials unsuitable for roadways may be excavated and replaced with riprap, crushed stone, or other stable road construction materials. This may only be done, however, with the following provisions: (1) the disposal of excess, unconsolidated materials thus excavated must be outside of the floodplain and (2) the finished surface of the completed road may be no more than three inches (3") above the pre-construction surface of the floodplain at any point beyond the top of banks.

LOW-WATER CROSSING

STANDARD DRAWING
Not to Scale



Disclaimer: KYTC provides this map as a reference only. Users are to validate information independently.

KyTC BMP Plan for Project CID 19 - 4209



Kentucky Transportation Cabinet

Highway District 4

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

Flatten Slopes, Widen Curbs, Upgrade Guardrail

End Treatments and Extend Culvert on KY 470

Project: CID 19 - 4209

KyTC BMP Plan for Project CID 19 - 4209

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 4
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) (1)
KY 470
Buffalo, KY 42716
6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss (1)
37.520390/-85.691472
7. County (project mid-point) (1)
Larue Co
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project CID 19 - 4209

A. Site description:

1. Nature of Construction Activity (from letting project description) (1)
Flatten Slopes, Widen Curbs, Upgrade Guardrail End Treatments and Extend Culvert on KY 470 in Larue Co427
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved (1)
2706 CU YD
4. Estimate of total project area (acres) (1)
3.65 Acres
5. Estimate of area to be disturbed (acres) (1)
3.65 Acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.(1)
7. Data describing existing soil condition (1) & (2)

Soil Group	Soil Symbol	Hydrologic Soil Group	Erosion Hazard	Roadfill Suitability
Bedford Silt Loam	Br	C/D	Moderate	Moderate
Crider Silt Loam	Cr	B	Severe	Moderate
Elk Silt Loam	El	B	Moderate	Severe
Nolin Silt Loam	No	B	Slight	Severe
Vertrees Silt Loam	Vr	C	Severe	Moderate

8. Data describing existing discharge water quality (if any) (1) & (2)
None
9. Receiving water name (1)
UT to South Fork Nolin River (1-6)
South Fork Nolin River (7-8)
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
None

KyTC BMP Plan for Project CID 19 - 4209

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)

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

KyTC BMP Plan for Project CID 19 - 4209

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.
 - 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 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 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

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- 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. Probably 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
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : (1)

C. Other Control Measures

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

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

KyTC BMP Plan for Project CID 19 - 4209

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:**

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.

KyTC BMP Plan for Project CID 19 - 4209

- 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.

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

KyTC BMP Plan for Project CID 19 - 4209

prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

➤ **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- 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. (1)

KyTC BMP Plan for Project CID 19 - 4209

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

F. Inspections

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have successfully completed the KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.

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- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 50 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

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

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

KyTC BMP Plan for Project CID 19 - 4209

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

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

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

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

_____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

_____ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

Or, check the following only if there are no qualifying activities

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

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

KyTC BMP Plan for Project CID 19 - 4209

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 19 - 4209

Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____ title _____, _____ signature
 Typed or printed name²

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

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

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

KyTC BMP Plan for Project CID 19 - 4209

Sub-Contractor Certification

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

Subcontractor

Name:
Address:
Address:

Phone:

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

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

Signed _____ title _____, _____
Typed or printed name¹ signature

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

SPECIAL NOTE

Filing of eNOI for KPDES Construction Stormwater Permit

County: Larue

Route: KY 470

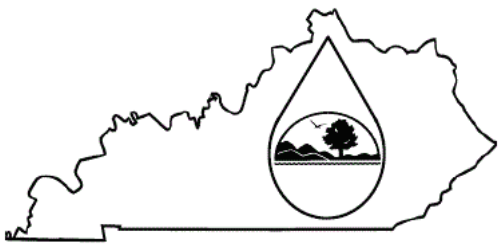
Item No.: 04-0989

KDOW Submittal ID: 6dcb76ac-2f0c-4b86-ab61-
a3170450f1fd

Project Description: Flatten Slopes, Widen Curbs, Upgrade Guardrail End Treatments and Extend Culvert on KY 470

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

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

	<h2 style="margin: 0;">KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)</h2> <p style="margin: 5px 0;">Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000</p> <p style="margin: 5px 0;">Click here for Instructions (Controls/KPDES_FormKYR10_Instructions.htm)</p> <p style="margin: 5px 0;">Click here to obtain information and a copy of the KPDES General Permit. (http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf)</p> <p style="margin: 5px 0; font-size: small;">(*) indicates a required field; (✓) indicates a field may be required based on user input or is an optionally required field</p>
---	---

Reason for Submittal:(*) <input type="text" value="Application for New Permit Coverage"/>	Agency Interest ID: <input type="text" value="Agency Interest ID"/>	Permit Number:(✓) <input type="text" value="KPDES Permit Number"/>
--	--	---

If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓)

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

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

SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)

Company Name:(✓) <input type="text" value="KYTC District 4"/>	First Name:(✓) <input type="text" value="Paul"/>	M.I.: <input type="text" value="MI"/>	Last Name:(✓) <input type="text" value="Sanders"/>
Mailing Address:(*) <input type="text" value="634 East Dixie Ave"/>	City:(*) <input type="text" value="Elizabethtown"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="42701"/>
eMail Address:(*) <input type="text" value="Paul.Sanders@ky.gov"/>	Business Phone:(*) <input type="text" value="2707665066"/>	Alternate Phone: <input type="text" value="Phone"/>	

SECTION II -- GENERAL SITE LOCATION INFORMATION

Project Name:(*) <input type="text" value="4-989"/>	Status of Owner/Operator(*) <input type="text" value="State Government"/>	SIC Code(*) <input type="text" value="1611 Highway and Street Const"/>
Company Name:(✓) <input type="text" value="KYTC Department of Highways District 4"/>	First Name:(✓) <input type="text" value="Paul"/>	M.I.: <input type="text" value="MI"/>
Site Physical Address:(*) <input type="text" value="KY 470"/>		
City:(*) <input type="text" value="Buffalo"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="42716"/>
County:(*) <input type="text" value="Larue"/>	Latitude(decimal degrees)(*)DMS to DD Converter <small>(https://www.fcc.gov/media/radio/dms-decimal)</small> <input type="text" value="37.520390"/>	Longitude(decimal degrees)(*) <input type="text" value="-85.691472"/>

SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION

Project Description:(*)

a. For single projects provide the following information

Total Number of Acres in Project:(√) <input style="width:95%;" type="text" value="3.65"/>	Total Number of Acres Disturbed:(√) <input style="width:95%;" type="text" value="3.65"/>
Anticipated Start Date:(√) <input style="width:95%;" type="text"/>	Anticipated Completion Date:(√) <input style="width:95%;" type="text"/>

b. For common plans of development provide the following information

Total Number of Acres in Project:(√) <input style="width:95%;" type="text" value="# Acre(s)"/>	Total Number of Acres Disturbed:(√) <input style="width:95%;" type="text" value="# Acre(s)"/>
Number of individual lots in development, if applicable:(√) <input style="width:95%;" type="text" value="# lot(s)"/>	Number of lots in development:(√) <input style="width:95%;" type="text" value="# lot(s)"/>
Total acreage of lots intended to be developed:(√) <input style="width:95%;" type="text" value="Project Acres"/>	Number of acres intended to be disturbed at any one time:(√) <input style="width:95%;" type="text" value="Disturbed Acres"/>
Anticipated Start Date:(√) <input style="width:95%;" type="text"/>	Anticipated Completion Date:(√) <input style="width:95%;" type="text"/>

List Building Contractor(s) at the time of Application:(*)

	Company Name			
+				

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

Discharge Point(s):

	Unnamed Tributary?	Latitude	Longitude	Receiving Water Name	Delete
1	Yes	37.51403	-85.694484	South Fork Nolin River	Delete
2	Yes	37.514081	-85.69468	South Fork Nolin River	Delete
3	Yes	37.514107	-85.69444	South Fork Nolin River	Delete
4	Yes	37.514156	-85.694621	South Fork Nolin River	Delete
5	Yes	37.515552	-85.693544	South Fork Nolin River	Delete
6	Yes	37.516586	-85.691897	South Fork Nolin River	Delete
7	No	37.522217	-85.691141	South Fork Nolin River	Delete
8	No	37.527794	-85.688485	South Fork Nolin River	Delete
+					

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

Name of MS4: <input style="width:95%;" type="text"/>											
Date of application/notification to the MS4 for construction site permit coverage: <input style="width:95%;" type="text" value="Date"/>	Discharge Point(s):(*) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:15%;">Latitude</th> <th style="width:10%;">Longitude</th> <th style="width:10%;"></th> <th style="width:15%;"></th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">+</td> <td colspan="4" style="height: 80px;"></td> </tr> </tbody> </table>		Latitude	Longitude			+				
	Latitude	Longitude									
+											

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

Will the project require construction activities in a water body or the riparian zone?: (*)	<input style="width:95%;" type="text" value="Yes"/>
If Yes, describe scope of activity: (√)	<input style="width:95%;" type="text" value="Culvert Extension"/>
Is a Clean Water Act 404 permit required?:(*)	<input style="width:95%;" type="text" value="Yes"/>

Is a Clean Water Act 401 Water Quality Certification required?:(*)	No
--	----

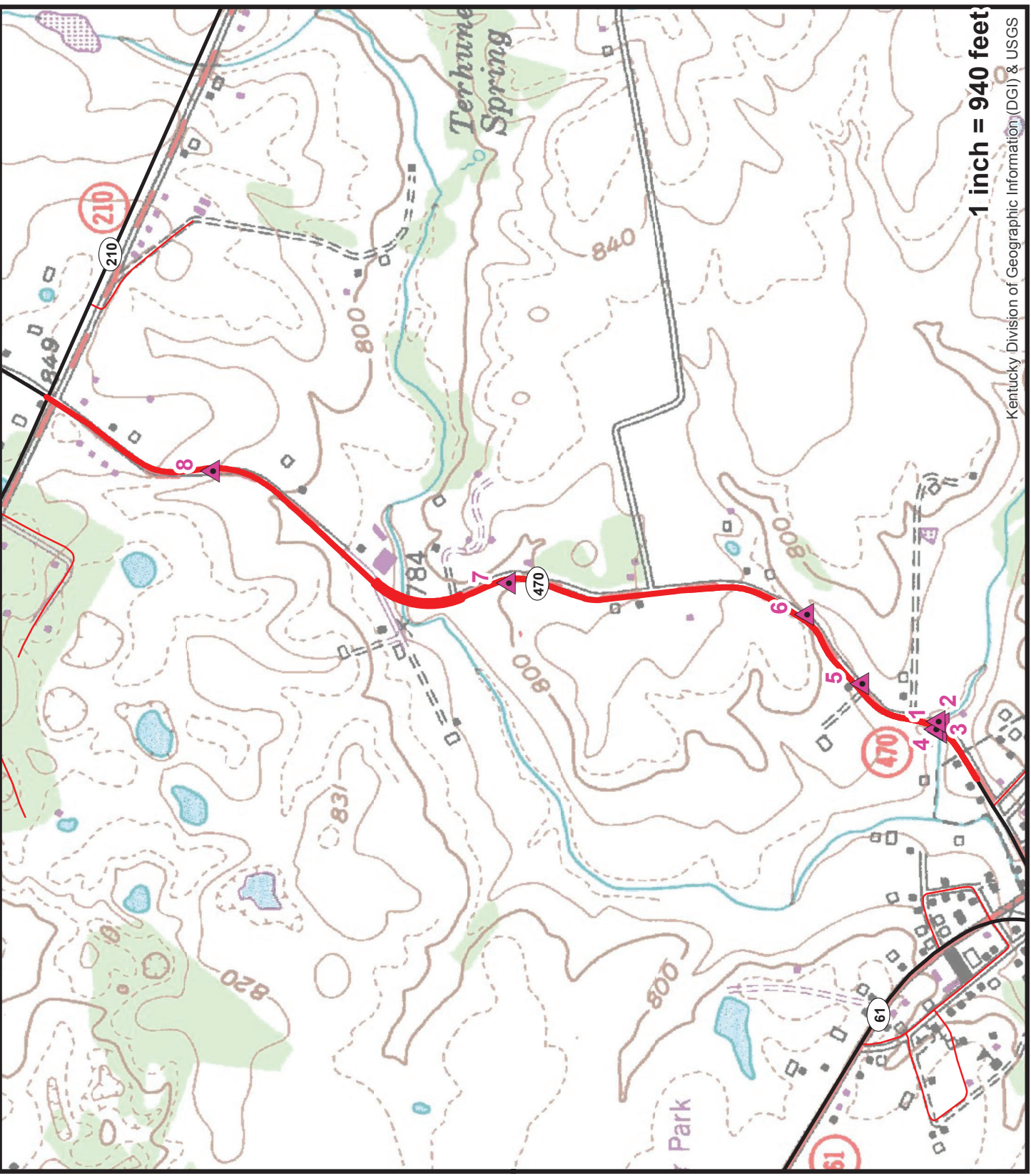
SECTION VII -- NOI PREPARER INFORMATION			
First Name:(*) Joseph	M.I.: M	Last Name:(*) Ferguson	Company Name:(*) KYTC Department of Highways District 4
Mailing Address:(*) 634 East Dixie Ave	City:(*) Elizabethtown	State:(*) Kentucky	Zip:(*) 42701
eMail Address:(*) joseph.ferguson@ky.gov	Business Phone:(*) 2707665066	Alternate Phone: Phone	

SECTION VIII -- ATTACHMENTS	
Facility Location Map:(*)	<input type="button" value="Upload file"/>
Supplemental Information:	<input type="button" value="Upload file"/>

SECTION IX -- CERTIFICATION			
<p>I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.</p>			
Signature:(*) Signature		Title:(*) Title	
First Name:(*) First Name	M.I.: MI	Last Name:(*) Last Name	
eMail Address:(*) eMail Address	Business Phone:(*) Phone	Alternate Phone: Phone	Signature Date:(*) Date

<input type="button" value="Click to Save Values for Future Retrieval"/>	<input type="button" value="Click to Submit to EEC"/>
--	---

04-0989 - KY 470 KPDES Map



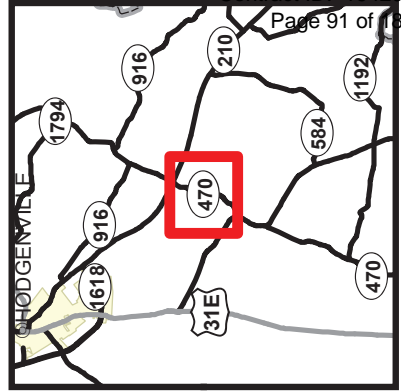
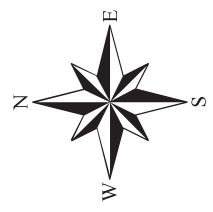
Legend

▲ Point Discharge

Layer

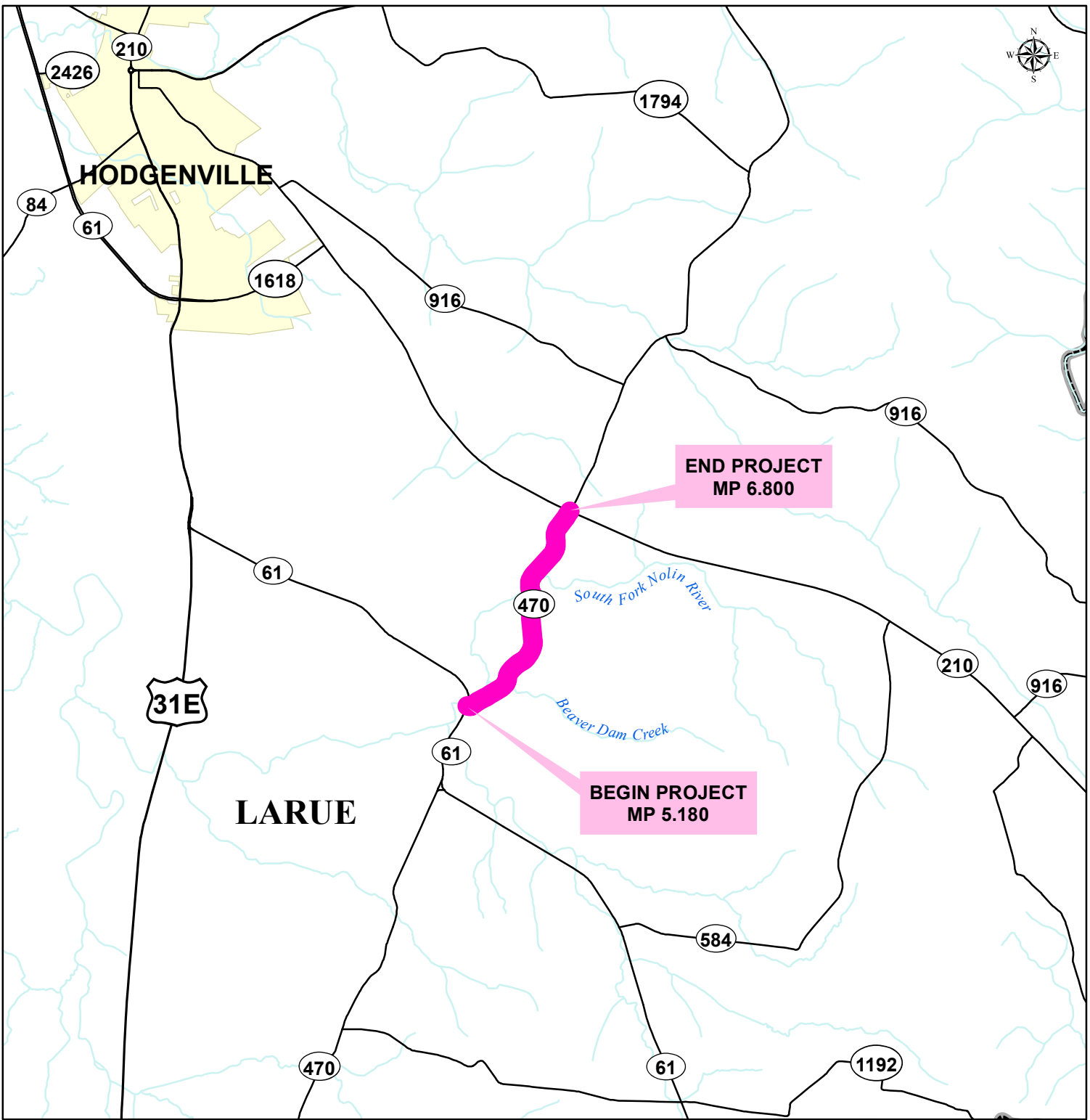
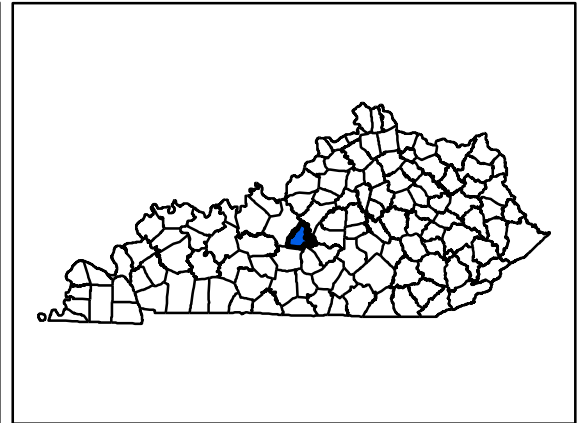
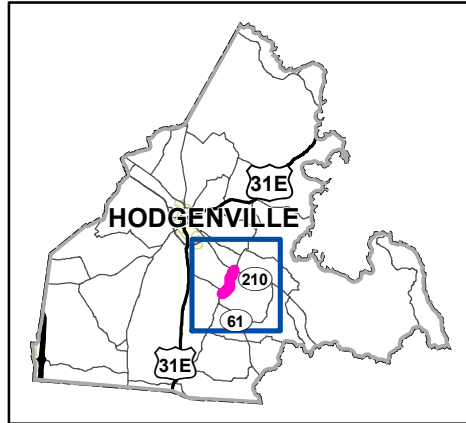
— Proposed Centerline

Id	Latitude	Longitude
1	37.514081	-85.69468
2	37.51403	-85.694484
3	37.514156	-85.694621
4	37.514107	-85.69444
5	37.515552	-85.693544
6	37.516586	-85.691897
7	37.522217	-85.691141
8	37.527794	-85.688485



1 inch = 940 feet

**PROJECT MAP
LARUE COUNTY
ITEM NO. 4-989.00
KY 470
FROM KY 61 TO KY 210**



GENERAL SUMMARY

ITEM CODE	ITEM	UNIT	KY 470	TOTAL PROJECT
00190	LEVELING & WEDGING PG64-22	TON	515	515
00212	CL2 ASPH BASE 1.00D PG64-22	TON	1320	1320
00003	CRUSHED STONE BASE	TON	1450	1450
02223	GRANULAR EMBANKMENT	CUYD	845	845
02230	EMBANKMENT IN PLACE	CUYD	1763	1763
05950	EROSION CONTROL BLANKET	SQYD	1866	1866
02259	FENCE - TEMP	LF	1784	1784
02268	REMOVE & REPLACE FENCE 7 STRAND BARBED WIRE	LF	359	359
02268	REMOVE & REPLACE FENCE 6 STRAND BARBED WIRE	LF	338	338
02268	REMOVE & REPLACE FENCE HIGH TENSILE STRAND	LF	359	359
02268	REMOVE & REPLACE FENCE WOVEN WIRE	LF	728	728
02650	MAINTAIN & CONTROL TRAFFIC	LS	1	1
03269	TRIM & REMOVE TREES & BRUSH	LF	1584	1584
01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	EACH	8	8
02351	GUARDRAIL - STEEL W BEAM - S FACE	LF	400	400
02360	GUARDRAIL TERMINAL SECTION NO 1	EACH	2	2
02381	REMOVE GUARDRAIL	LF	400	400
01310	ENTRANCE PIPE - 15 IN	LF	69	69
00441	ENTRANCE PIPE - 18 IN	LF	28	28
00496	CULVERT PIPE - 36 IN EQUIV	LF	94	94
02483	CHANNEL LINING CLASS II	TON	313	313
24575ES610	SLOPED & MITERED CONCRETE FOR 18 IN PIPE	EACH	3	3
24575ES610	SLOPED & MITERED CONCRETE FOR 24 IN PIPE	EACH	1	1
24575ES610	SLOPED & MITERED CONCRETE FOR 36 IN PIPE	EACH	3	3
02625	REMOVE HEADWALL	EACH	4	4
00464	CULVERT PIPE - 24 IN	LF	10	10
01490	DROP BOX INLET TYPE 1	EACH	1	1
00462	CULVERT PIPE - 18 IN	LF	26	26
02237	DITCHING	LF	415	415
08100	CONCRETE - CLASS A	CUYD	25.40	25.40
08150	STEEL REINFORCEMENT	LB	2894	2894
08003	FOUNDATION PREPARATION	LS	1	1
08002	STRUCTURE EXCA - SOLID ROCK	CUYD	13.00	13.00
02403	REMOVE CONCRETE MASONRY	CUYD	0.40	0.40
02569	DEMobilIZATION	LS	1	1
01310	REMOVE PIPE	LF	223	223
05985	SEEDING AND PROTECTION	SQYD	7502	7502
02562	TEMPORARY SIGNS	SQFT	200	200
02726	STAKING	LS	1	1
06510	TEMPORARY STRIPING	LF	3652	3652
02159	TEMP DITCH	LF	1844	1844
02160	CLEAN TEMP DITCH	LF	922	922
02701	TEMP SILT FENCE	LF	1844	1844
05964	20-10-10 FERTILIZER	TON	0.5	0.5
05902	TEMP MULCH	SQYD	11778	11778
05953	TEMP SEEDING AND PROTECTION	SQYD	8833	8833
02703	SILT TRAP A	EACH	4	4
02704	SILT TRAP B	EACH	4	4
02705	SILT TRAP C	EACH	4	4
02706	CLEAN SILT TRAP A	EACH	4	4
02707	CLEAN SILT TRAP B	EACH	4	4
02708	CLEAN SILT TRAP C	EACH	4	4
05990	SODDING	SQYD	2050	2050
02099	CEM CON ENT PAVEMENT - 6 IN	SQYD	35	35
14003	W CAP EXISTING MAIN	EACH	1	1
14004	W DIRECTIONAL BORE	LF	110	110
14023	W FLUSHING ASSEMBLY	EACH	1	1
14069	W PIPE Pilyethelene/PLASTIC 06 INCH	LF	450	450
14089	W TAPPING SLEEVE AND VALVE SIZE 1	EACH	1	1
14094	W TIE-IN 06 INCH	EACH	1	1
14105	W VALVE 06 INCH	EACH	1	1
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	TON	1.1	1.1

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	R1
GENERAL SUMMARY		

LARUE COUNTY - KY 470
MILEPOST 5.180 TO 6.800
ITEM NO. 4-989
PIPE/CULVERT REPLACEMENT AND EXTENSION SUMMARY

Mile Point	Existing		Proposed					HEADWALLS				EARTHWORK		Extension Length (Match Existing Type)		REMARKS	Existing Headwalls		
	Pipe Size, Type	Remove Pipe	Culvert Pipe 18"	Culvert Pipe 24"	Culvert Pipe 36" Equiv	Entrance Pipe 15"	Entrance Pipe 18"	Box Culvert	Remove Headwall	Drop Box Inlet Type 1	EACH		Ditching	Channel Lining Class II	LT			RT	
											Sloped & Mitered Hdwl 18"	Sloped & Mitered Hdwl 24"							Sloped & Mitered Hdwl 36" Equiv
	Item Code	1310	462	464	496	440	441	---	2625	1490	24575E5610	24575E5610	24575E5610	2483					
	Unit to Bid																		
5.483	8'x5' Double Box Culvert							14						75	14			Extend existing Box Culvert. See Structure Plans for estimated quantities of Concrete and Steel. Embankment quantities included in cross sections for super-elevation correction.	S&F Concrete Wingwalls
5.530	24" CMP	80			48				1					165				Add channel lining to the existing ditch for erosion control.	Straight
5.707	18" RCP		14							2				18	8			Pipe to be extended for curve widening; Add channel lining to end of pipe on right side and down to toe of the slope.	
6.009	15" CMP	28			28				2									A quantity of cement concrete entrance pavement 6" is setup to pay for the tie in to the existing concrete entrance. Excavation and removal of existing entrance pavement is incidental.	Straight
6.080	18" CMP	28					28											Entrance on the right side.	
6.106	36" RCP	43			46									25				See standard drawings for cover height limitations and pipe requirements.	
6.181	24" RCP		10						1	1				30	4			Right Drop Box Inlet may be adjusted by Engineer in Field.	LT - Straight RT - L Shaped
6.487	15" CMP	40			41													Entrance on the right side.	
6.560	18" RCP	4	12															Pipe to be extended due to curve widening. Remove 4' pipe on Right side.	
	TOTALS	223	26	10	94	69	28	14	4	1	3	1	3	415	313				

Note: All items carried over and included in the general summary
The contractor shall field verify types and dimensions prior to ordering. Use ditching and channel lining as needed for proper drainage as directed by the Engineer.

ITEM	DESCRIPTION	UNIT	QTY
440	Entrance Pipe 15 Inch	LF	69
441	Entrance Pipe 18 Inch	LF	28
462	Culvert Pipe 18 Inch	LF	26
464	Culvert Pipe 24 Inch	LF	10
496	Culvert Pipe 36 Inch Equivalent	LF	94
1310	Remove Pipe	LF	223
1490	Drop Box Inlet Type 1	EACH	1
2237	Ditching	LF	415
2483	Channel Lining Class II	TON	313
2625	Remove Headwall	EACH	4
24575E5610	Sloped & Mitered Concrete Hdwl for 18" Pipe	EACH	3
24575E5610	Sloped & Mitered Concrete Hdwl for 24" Pipe	EACH	1
24575E5610	Sloped & Mitered Concrete Hdwl for 36" Pipe	EACH	3

**LARUE COUNTY KY 470
REMOVE AND REPLACE FENCE
MP 5.18 TO 6.80
ITEM # 4-989**

RT SIDE					
MP START	MP END	LENGTH	KIND	PROPERTY OWNER	NOTE
5.676	5.744	718	359 LF of 7 strand barbwire & 359 LF of 6 strand high tensile w/treated wood posts	Johnson	*BOTH TYPE FENCES RUN THE LENGTH OF THE PROJECT.
5.966	6.030	338	6 strand barbwire w/treated wood posts	J. Howell	
6.144	6.184	211	Woven wire w/ 1 strand barbwire on top w/treated wood posts	J. Howell	
6.560	6.658	517	Woven wire w/ 1 strand barbwire on top w/treated wood posts & t posts comb	Mouser	
TOTAL		1784			

ITEM	DESCRIPTION	UNIT	QUANTITY
2268	REMOVE AND REPLACE FENCE (7 STRAND BARBED WIRE)	LF	359
2268	REMOVE AND REPLACE FENCE (6 STRAND BARBED WIRE)	LF	338
2268	REMOVE AND REPLACE FENCE (6 STRAND HIGH TENSILE)	LF	359
2268	REMOVE AND REPLACE FENCE (WOVEN WIRE)	LF	728
2259	FENCE-TEMP	LF	1784

Note: All items carried over and included in the general summary

LARUE COUNTY KY 470

**Tree, Stump and Brush Removal
 5.18 TO 6.80**

**MP
 ITEM**

4-989

MP START	MP END	APPROX. LENGTH (LF)	COMMENTS
5.676	5.744	359.04	50' from C/L. Consent and Release-Johnson
5.966	6.030	337.92	30' from C/L. Consent and Release- J Howell
6.105	6.115	52.80	Clear all Trees on R/W
6.144	6.184	211.20	Clear all Trees in Fence Row. Consent and Release- J Howell
6.486	6.506	105.60	Clear Trees in Fence Row. Consent and Release- Mouser
6.560	6.658	517.44	Clear Trees in Fence Row. Consent and Release- Mouser and Perkins
	TOTAL	1584.00	

ITEM	DESCRIPTION	UNIT	QUANTITY
3269	TRIM & REMOVE TREES & BRUSH	LF	1584.0

Note: All items carried over and included in the general summary

**LARUE COUNTY KY 470
 GUARDRAIL SUMMARY
 MP 5.18 TO 6.80
 ITEM # 4.989**

LANE	END TREAT.	BEGIN MILEPOINT	END MILEPOINT	END TREAT.	LIN FEET	REMARKS
RT	Ty 7	6.239	6.283	Term Sect #1	237.5	
LT	Ty 7	6.239	6.269	Term Sect #1	162.5	

ITEM	DESCRIPTION	UNIT	QUANTITY
1987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	EACH	8
2351	GUARDRAIL-STEEL W BEAM-S FACE	LF	400.0
2360	GUARDRAIL TERMINAL SECTION NO 1	EACH	2
2381	REMOVE GUARDRAIL	LF	400

Note: All items carried over and included in the general summary

**LARUE COUNTY KY 470
EROSION CONTROL BLANKET SUMMARY
MILEPOST 5.180 TO 6.800
ITEM NO. 4-989**

Side	Begin MP	End MP	SQYDs
RT	5.455	5.488	194
RT	5.644	5.749	616
LT	5.644	5.758	669
LT	6.014	6.08	387
TOTAL			1866

ITEM	DESCRIPTION	UNIT	QUANTITY
5950	EROSION CONTROL BLANKET	SQYD	1866

Note: All items carried over and included in the general summary

**LARUE COUNTY KY 470
SODDING SUMMARY
MP 5.18 TO 6.80
ITEM # 4-989**

Side	Begin MP	End MP	SQYDs
RT	5.463	5.493	350
LT	5.666	5.734	800
LT	6.481	6.545	500
LT	6.624	6.658	400
TOTALS			2050

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>
5990	SODDING	SQYD	2050

Note: All items carried over and included in the general summary

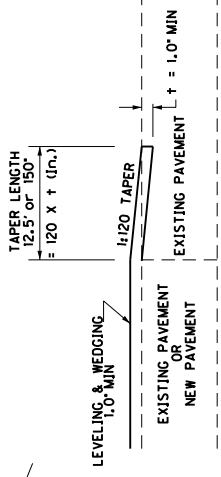
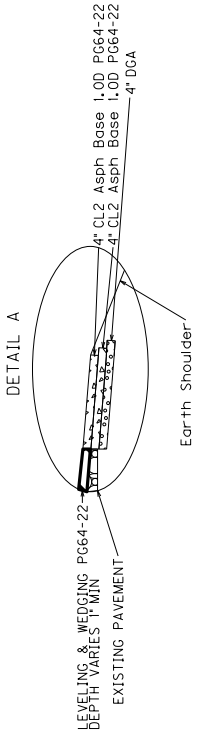
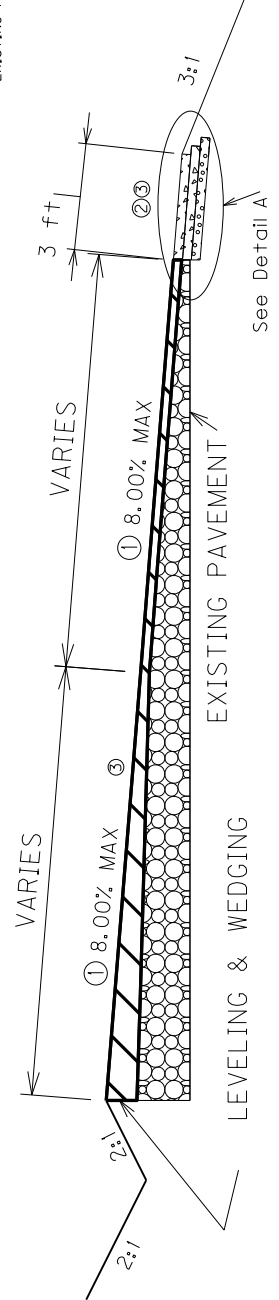
TYPICAL SECTIONS

NOTES

- ① SEE CROSS SECTIONS FOR ACTUAL PAVEMENT SLOPES
- ② ADDITIONAL 3' SHOULDER ON RIGHT SIDE ONLY
- ③ ASPHALT MATERIAL FOR TACK NON-TRACKING TO BE USED BETWEEN ALL ASPHALT COURSE LAYERS AT A RATE OF 0.5LB/SY.

SUPERELEVATION IMPROVEMENT AND SHOULDER WIDENING

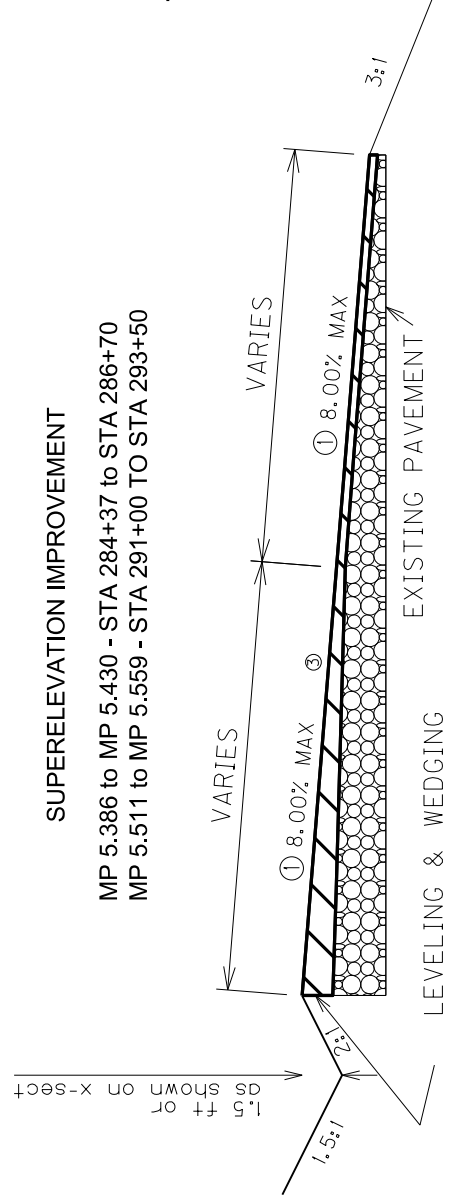
MP 5.430 to MP 5.511 - STA 286+70 to STA 291+00



TAPERING OF OVERLAYS ON LOW SPEED FACILITIES (<45 MPH)

SUPERELEVATION IMPROVEMENT

MP 5.386 to MP 5.430 - STA 284+37 to STA 286+70
MP 5.511 to MP 5.559 - STA 291+00 TO STA 293+50



SCALE: 1"=N/A

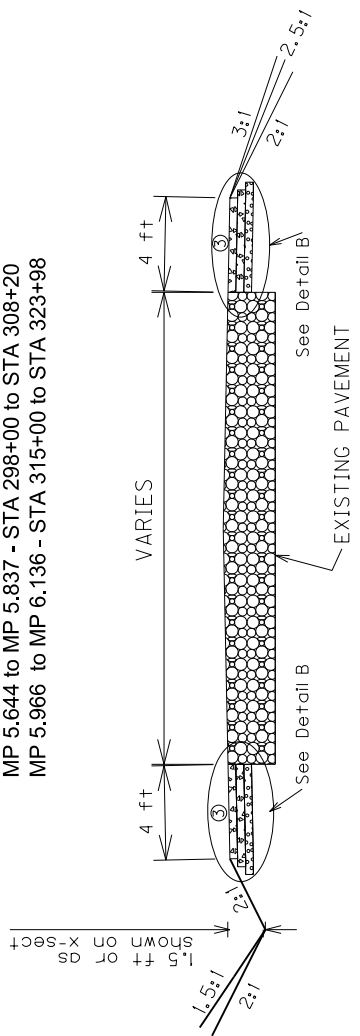
COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	

TYPICAL SECTIONS
SUPERELEVATION IMPROVEMENT

TYPICAL SECTIONS

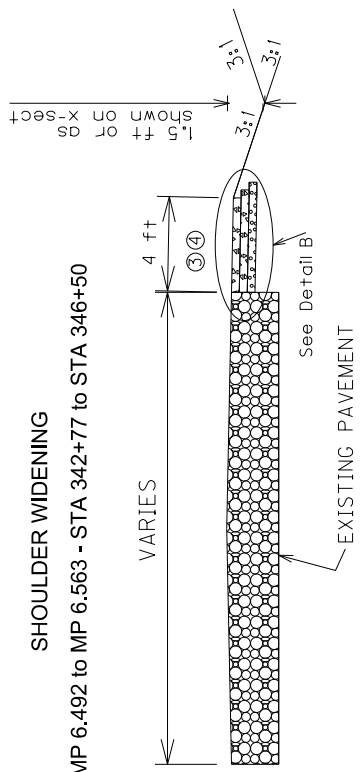
SHOULDER WIDENING

MP 5.644 to MP 5.837 - STA 298+00 to STA 308+20
MP 5.966 to MP 6.136 - STA 315+00 to STA 323+98



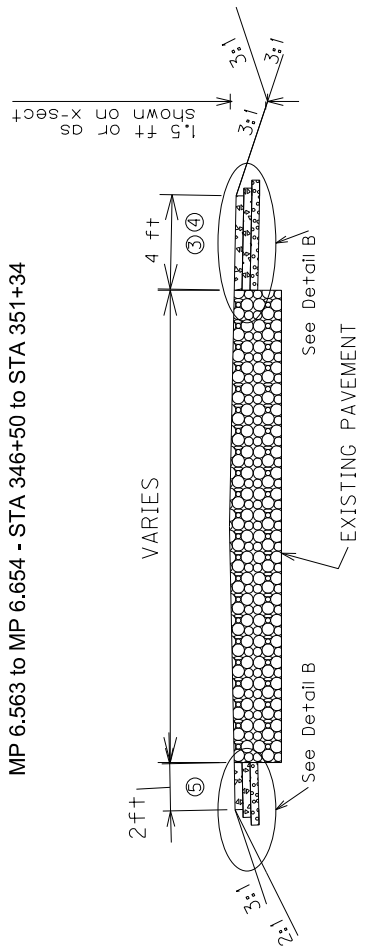
SHOULDER WIDENING

MP 6.492 to MP 6.563 - STA 342+77 to STA 346+50



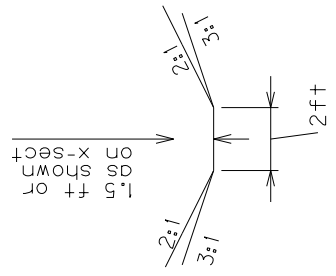
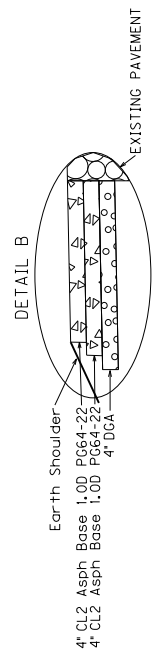
SHOULDER WIDENING

MP 6.563 to MP 6.654 - STA 346+50 to STA 351+34



NOTES

- ③ ASPHALT MATERIAL FOR TACK NON-TRACKING TO BE USED BETWEEN ALL ASPHALT COURSE LAYERS AT A RATE OF 0.5LB/SY.
- ④ 4' SHOULDER WIDENING ON RIGHT SIDE ONLY
- ⑤ 2' SHOULDER WIDENING ON LEFT SIDE ONLY

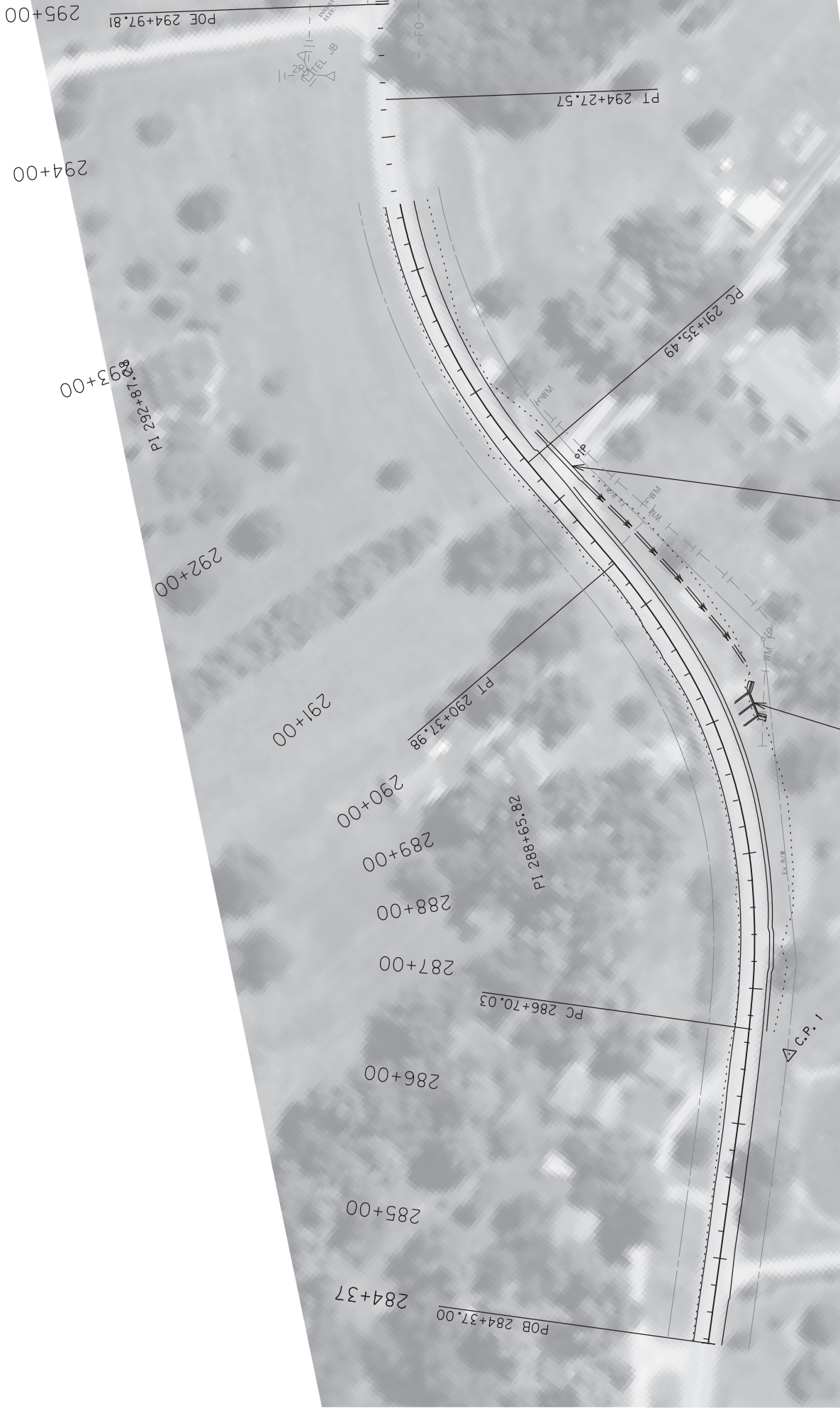


SPECIAL FLATBOTTOM DITCH
STA 289+00 TO STA 291+50
STA 321+50 TO STA 323+50

SCALE: 1"=N/A

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	

TYPICAL SECTIONS
SHOULDER WIDENING



SCALE: 1"= 100

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	RI

MP 5.483 8'X5' DOUBLE BOX CULVERT 14' EXTENSION
 MP 5.530 48' CULVERT PIPE 36" EQUIVALENT
 2 36" EQUIVALENT SLOPED & MITERED HEADWALLS

- MP 5.430 - 5.511 / STA 286+70 TO STA 291+00
 3 FT SHOULDER WIDENING ON RT SIDE ONLY
- MP 5.473 - 5.521 / STA 289+00 TO STA 291+50
 2' FLATBOTTOM SPECIAL DITCH WITH
 CHANNEL LINING AS DIRECTED BY ENGINEER

SUPER IMPROVEMENT
 MP 5.386 - 5.559
 STA 284+37 TO STA 293+50



CAUTION - SEE THE UTILITY NOTE
 FOR INFO REGARDING GAS LINE.

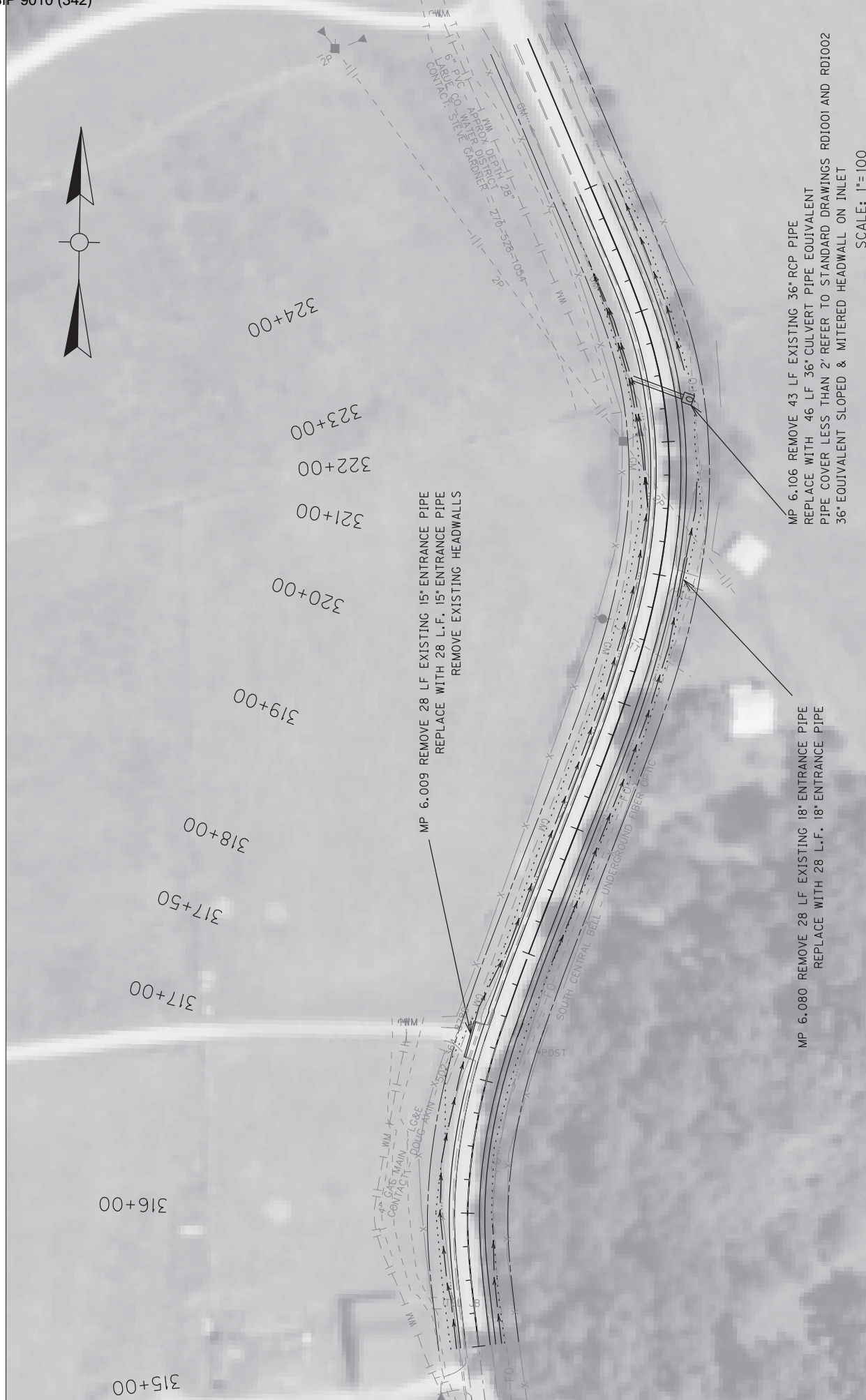
6" PVC - APPROX DEPTH 28"
 LARUE CO. WATER DISTRICT
 CONTACT: STEVE GARNER

MP 5.707 18' FCP EXTENSION & L.F. ON LEFT AND 8 L.F. ON RIGHT
 IS 18' SLOPED & MITERED HEADWALLS

SCALE: 1" = 100'

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	R2

CURVE WIDENING SECTION 1
 MP 5.644 - 5.837
 STA 298+00 TO STA 308+20



MP 6.009 REMOVE 28 LF EXISTING 15" ENTRANCE PIPE
REPLACE WITH 28 L.F. 15" ENTRANCE PIPE
REMOVE EXISTING HEADWALLS

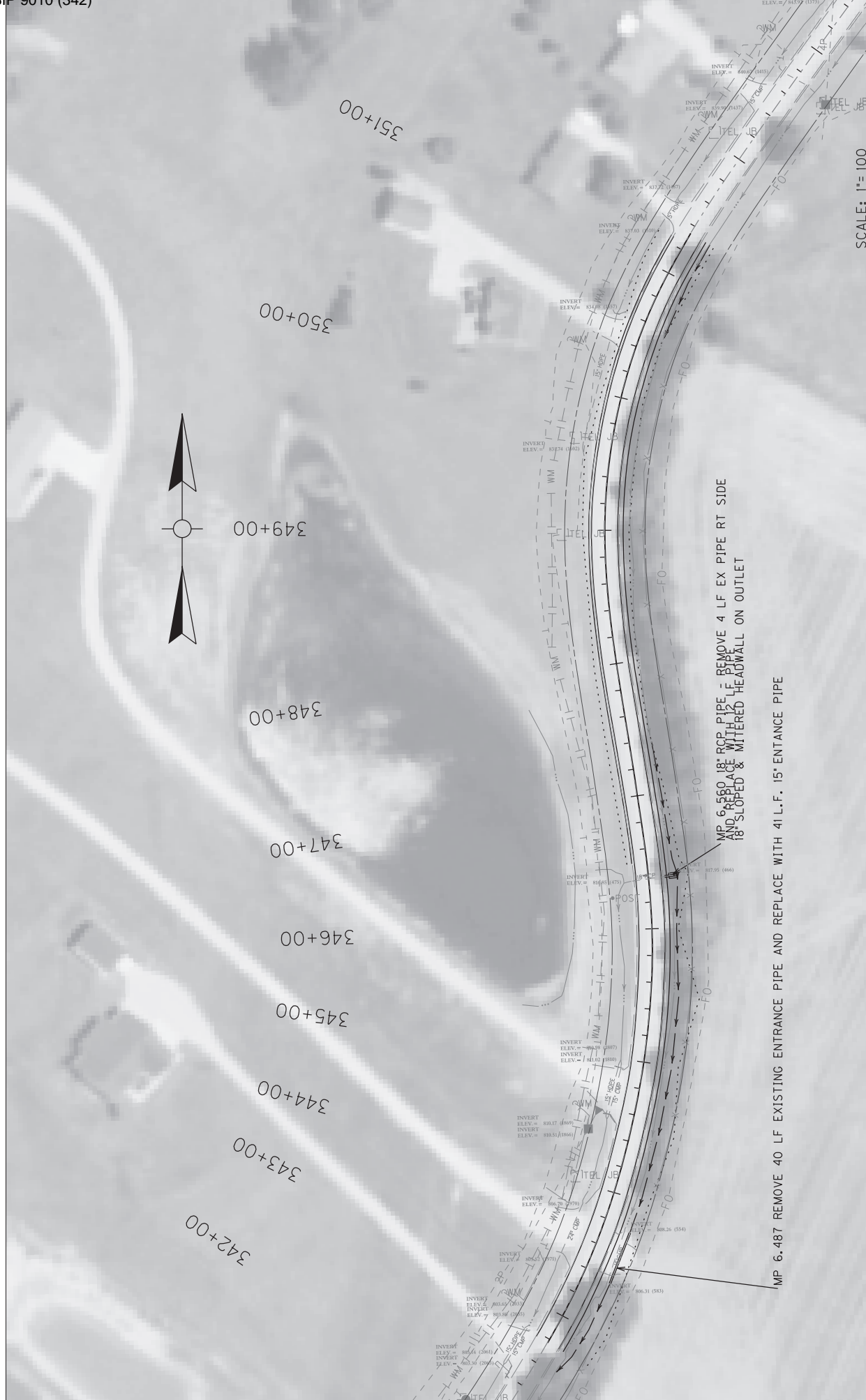
MP 6.080 REMOVE 28 LF EXISTING 18" ENTRANCE PIPE
REPLACE WITH 28 L.F. 18" ENTRANCE PIPE

MP 6.106 REMOVE 43 LF EXISTING 36" RCP PIPE
REPLACE WITH 46 LF 36" CULVERT PIPE EQUIVALENT
PIPE COVER LESS THAN 2' REFER TO STANDARD DRAWINGS RD1001 AND RD1002
36" EQUIVALENT SLOPED & MITERED HEADWALL ON INLET

SCALE: 1" = 100

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	R3

CURVE WIDENING SECTION 2
MP 5.966 - 6.136
STA 315+00 TO STA 323+98



SCALE: 1" = 100'

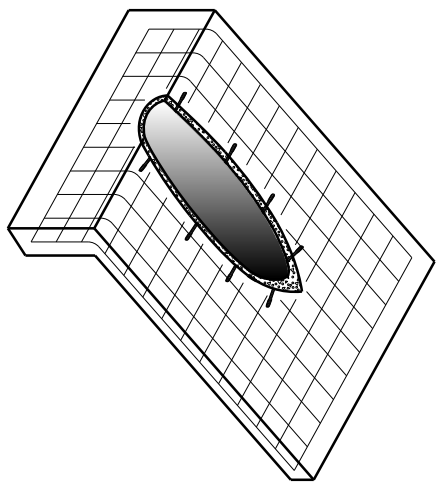
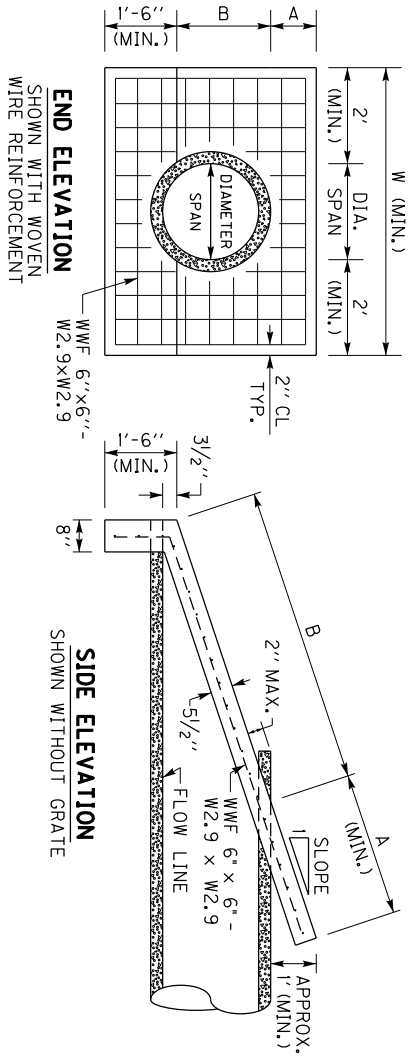
COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	R4

MP 6.560 18" RCP PIPE - REMOVE 4 LF EX PIPE RT SIDE AND REPLACE WITH 12 LF 18" SLOPED & MITERED HEADWALL ON OUTLET

MP 6.487 REMOVE 40 LF EXISTING ENTRANCE PIPE AND REPLACE WITH 41 L.F. 15" ENTRANCE PIPE

MP 6.492 - 6.563 / STA 342+77 TO STA 346+50
 4 FT SHOULDER WIDENING ON RT SIDE ONLY

MP 6.563 - 6.654 / STA 346+50 TO STA 351+34
 4 FT SHOULDER WIDENING ON RT SIDE
 2 FT SHOULDER WIDENING ON LT SIDE



ISOMETRIC VIEW
SHOWN WITH WOVEN
WIRE REINFORCEMENT
AND WEDGE ANCHORS

DIMENSIONS AND CONCRETE QUANTITIES

PIPE SIZE	3:1 SLOPE			4:1 SLOPE			6:1 SLOPE			GRATE REQUIRED
	A	B	W	A	B	W	A	B	W	
15"	3'-7 1/2"	5'-3"	0.74	4'-8 3/4"	5'-3"	0.93	6'-11 3/4"	5'-3"	1.29	NO
18"	3'-4'-5 3/4"	5'-6"	0.85	4'-5'-10"	5'-6"	1.05	8'-7 1/4"	5'-6"	1.48	NO
24"	3'-6'-2 1/2"	6'-0"	1.05	4'-8'-1"	6'-0"	1.32	11'-11"	6'-0"	1.87	SEE ⑦
30"	3'-7'-10 3/4"	6'-6"	1.43	4'-10'-3 3/4"	6'-6"	1.80	15'-2 1/2"	6'-6"	2.28	SEE ⑦

NOTE: CONCRETE QUANTITIES ARE LISTED FOR INFORMATIONAL PURPOSES ONLY.

NOTES

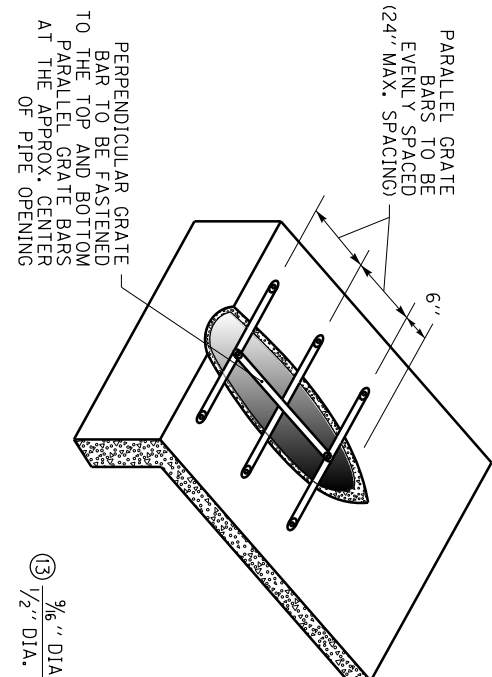
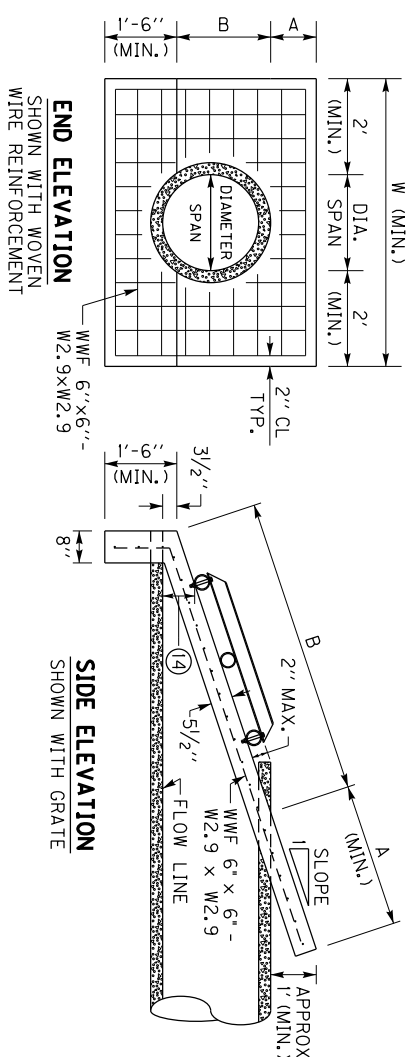
- BID ITEM AND UNIT TO BID: 24575ES610 HEADWALL (SLOPED & MITERED CONCRETE-FOR 1" INCH PIPE) - EACH AND GRADED AROUND THE PIPE BEFORE THE CONCRETE SLOPE PAVING IS PLACED. THE INTENT IS FOR THE SLOPED & MITERED HEADWALL TO MATCH THE FINAL EMBANKMENT SLOPE.
- THE PIPE SHALL BE MITERED AFTER THE CONCRETE SLOPE PAVING HAS BEEN PLACED AND SUFFICIENTLY CURED. THE PIPE SHOULD BE MITERED AS CLOSE TO FLUSH WITH THE SLOPE PAVING AS POSSIBLE, AND NO HIGHER THAN 2" ABOVE THE SLOPE PAVING. HAND FINISHING AND/OR CUTTING MAY BE NECESSARY.
- THE DIMENSION 'A' IS BASED ON THE FINAL GRADED SLOPE. THE DIMENSION 'B' IS BASED ON CIRCULAR REINFORCED CONCRETE PIPE AT 0° SKEW FOR THE LISTED SLOPE. THE DIMENSION 'W' IS BASED ON THE DIAMETER, OR SPAN, OF THE PIPE. NOTE: THE HEADWALL DIMENSIONS AND CONCRETE QUANTITIES MAY VARY BASED ON THE FINAL GRADED SLOPE, PIPE SKEW, AND/OR TYPE OF PIPE.
- WOVEN WIRE REINFORCEMENT (WWF 6"x6" - W2.9xW2.9) IS REQUIRED FOR THE SLOPE PAVING AND TOE WALL. UTILIZE 2" CLEARANCE FROM ALL EDGES.
- CONCRETE QUANTITIES SHOWN ARE FOR ONE (1) HEADWALL.
- AFTER THE PIPE HAS BEEN MITERED, ANCHOR THE PIPE TO THE CONCRETE SLOPE PAVING BY CORE DRILLING AND INSTALLING 1/2" DIAMETER x 7" LENGTH STEEL WEDGE ANCHORS (3" MINIMUM EMBEDMENT) ON 18" CENTERS ALONG THE SIDES OF THE PIPE. HOLE SIZE & DEPTH, TORQUE, & INSTALLATION PROCEDURES PER RECOMMENDATION OF ANCHOR MANUFACTURE. NOTE: STEEL WEDGE ANCHORS ARE NOT REQUIRED FOR REINFORCED CONCRETE PIPE.
- THE FOLLOWING SITUATIONS REQUIRE A HEADWALL WITH A GRATE:
 - 24" DIAMETER PIPE ON GREATER THAN 30° SKEW
 - 30" DIAMETER PIPE ON GREATER THAN 15° SKEW
 - PIPE WITH GREATER THAN 30" DIAMETER.
 - ELLIPTICAL PIPE GREATER THAN 24" EQUIVALENT DIAMETER
- SEE SHEET 2 FOR GRATE DETAILS
- ALL BOLTS AND HARDWARE SHALL BE RUST RESISTANT: ZINC PLATED, STAINLESS STEEL, OR STEEL THAT HAS BEEN GALVANIZED IN ACCORDANCE WITH AASHTO M 232.

NOT TO SCALE

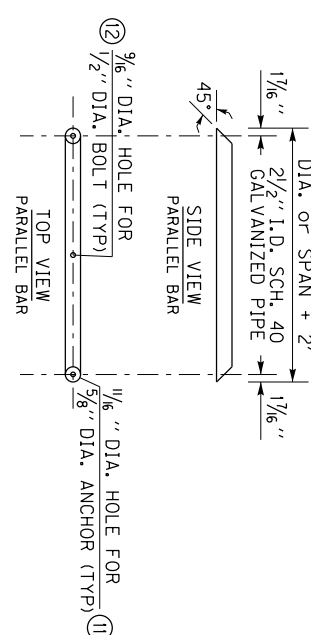
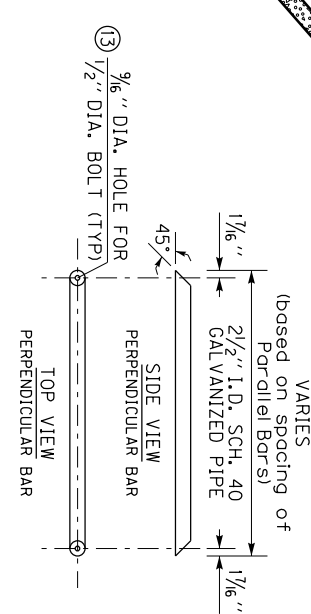
KENTUCKY
DEPARTMENT OF HIGHWAYS
SLOPED & MITERED CONCRETE HEADWALL (SHEET 1 OF 2)

SEE SHEET 2 FOR
DIMENSIONS OF
HEADWALLS FOR PIPE
OVER 30" DIAMETER

COUNTY OF	TRACT NO.	SHEET NO.
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ISOMETRIC VIEW
SHOWING HEADWALL
WITH GRATE



PIPE FOR GRATE DETAILS
SEE NOTE 6 TO DETERMINE
IF GRATE IS REQUIRED

NOT TO SCALE

PIPE SIZE	3:1 SLOPE			4:1 SLOPE			6:1 SLOPE			GRATE REQUIRED
	A	B	W	A	B	W	A	B	W	
36"	3'	9'-7 1/2"	7'-0"	4'	12'-6 1/2"	7'-0"	6'	18'-6"	7'-0"	YES
42"	3'	11'-4"	7'-6"	4'	14'-9 1/4"	7'-6"	6'	21'-9 1/2"	7'-6"	YES

NOTE: CONCRETE QUANTITIES ARE LISTED FOR INFORMATIONAL PURPOSES ONLY.

DIMENSIONS AND CONCRETE QUANTITIES

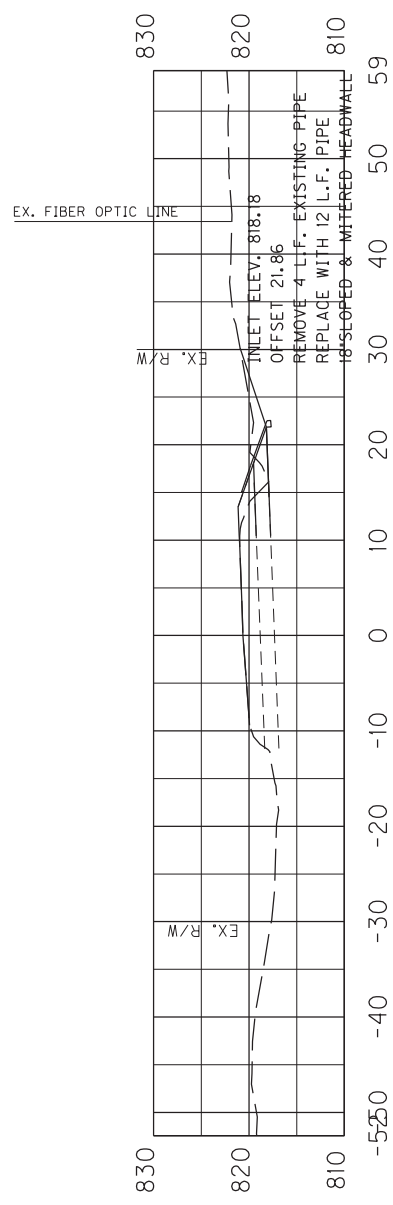
NOTES

1. BID ITEM AND UNIT TO BID: 24575ES610 HEADWALL (SLOPED & MITERED CONCRETE-FOR 1 INCH PIPE) - EACH SEE SHEET 1 FOR NOTES 1 THRU 5
2. THE FOLLOWING SITUATIONS REQUIRE A HEADWALL WITH A GRATE:
 - 7. 24" DIAMETER PIPE ON GREATER THAN 30° SKEW
 - 8. 30" DIAMETER PIPE ON GREATER THAN 15° SKEW
 - 9. PIPE WITH GREATER THAN 30" DIAMETER
 - 10. ELLIPTICAL PIPE GREATER THAN 24" EQUIVALENT DIAMETER
3. ALL BOLTS AND HARDWARE SHALL BE RUST RESISTANT: ZINC PLATED, STAINLESS STEEL, OR STEEL THAT HAS BEEN GALVANIZED IN ACCORDANCE WITH AASHTO M 232.
4. THE PIPE USED TO CONSTRUCT THE GRATE SHALL BE STEEL, SCHEDULE 40, CONFORMING TO ASTM A53, AND GALVANIZED IN ACCORDANCE WITH AASHTO M 111 AFTER FABRICATION.
5. ANY RAW METAL EXPOSED BY FIELD CUTTING AND/OR DRILLING SHALL BE TREATED WITH A COLD GALVANIZING COMPOUND.
6. FASTEN PARALLEL BARS TO HEADWALL WITH 5/8" DIA. x 4 1/2" LENGTH STEEL WEDGE ANCHORS, MINIMUM EMBEDMENT = 2 3/4" HOLE SIZE AND DEPTH, TORQUE, & INSTALLATION PROCEDURES PER RECOMMENDATION OF ANCHOR MANUFACTURE
7. CENTER BOLT HOLE SHALL ONLY BE DRILLED IN THE TOP AND BOTTOM PARALLEL BARS.
8. FASTEN THE PERPENDICULAR BAR TO THE TOP AND BOTTOM PARALLEL BARS WITH 1/2" DIA. x 4" LENGTH HEX HEAD BOLTS, HEX HEAD NUTS, & FLAT WASHERS.
9. THE BOTTOM PARALLEL BAR IS TO BE PLACED SO THAT IT IS APPROX. 6" ABOVE THE FLOWLINE OF THE PIPE.

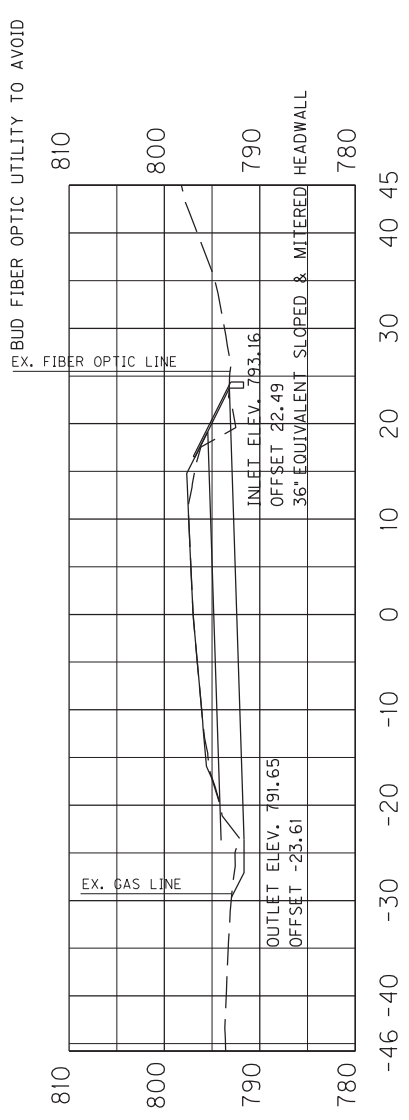
KENTUCKY
DEPARTMENT OF HIGHWAYS
SLOPED & MITERED
CONCRETE HEADWALL
(SHEET 2 OF 2)

SEE SHEET 1 FOR
DIMENSIONS OF
HEADWALLS FOR PIPE
30" DIAMETER & LESS

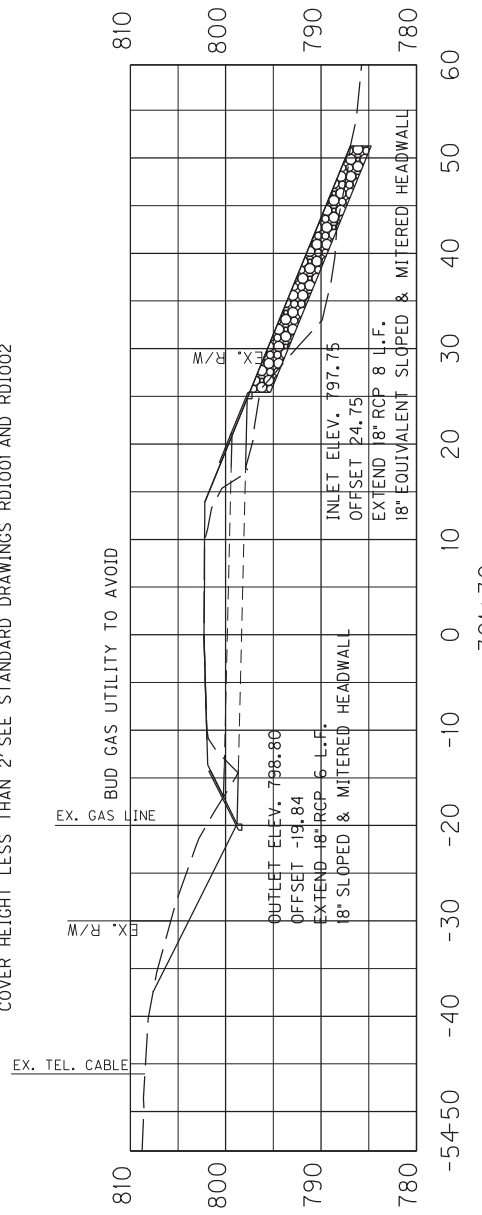
COUNTY OF	TOWN NO.	SHEET NO.
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MP 6.560 REMOVE 4' EX PIPE RT SIDE AND EXTEND 8'
FOR TOTAL OF 12 L.F. 18" RCP
346+37



MP 6.106 REMOVE AND REPLACE 46 L.F. CULVERT PIPE 36" EQUIVALENT
COVER HEIGHT LESS THAN 2' SEE STANDARD DRAWINGS RD1001 AND RD1002
322+39

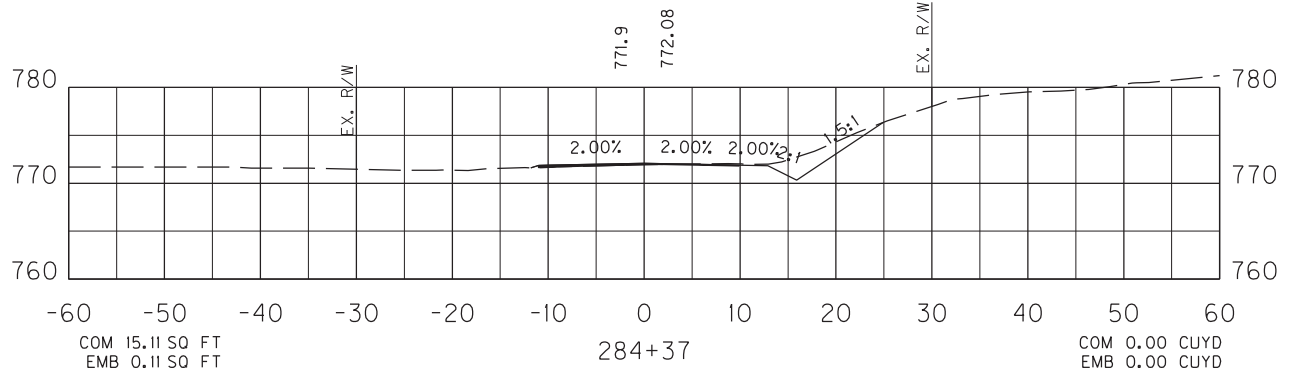
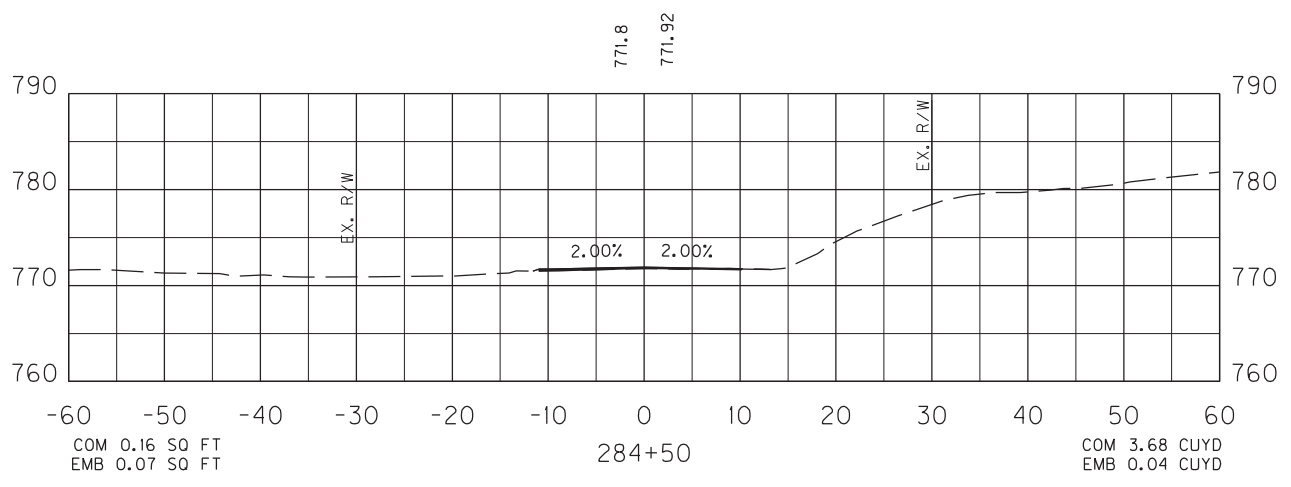
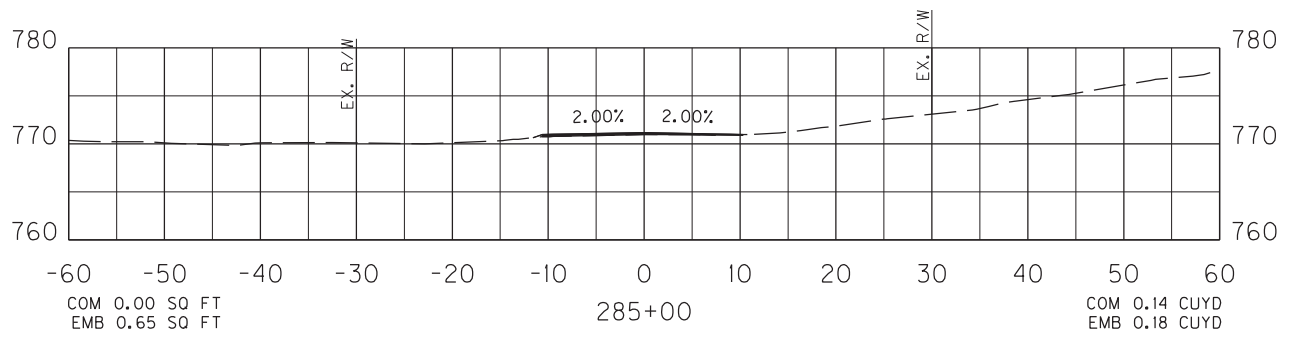
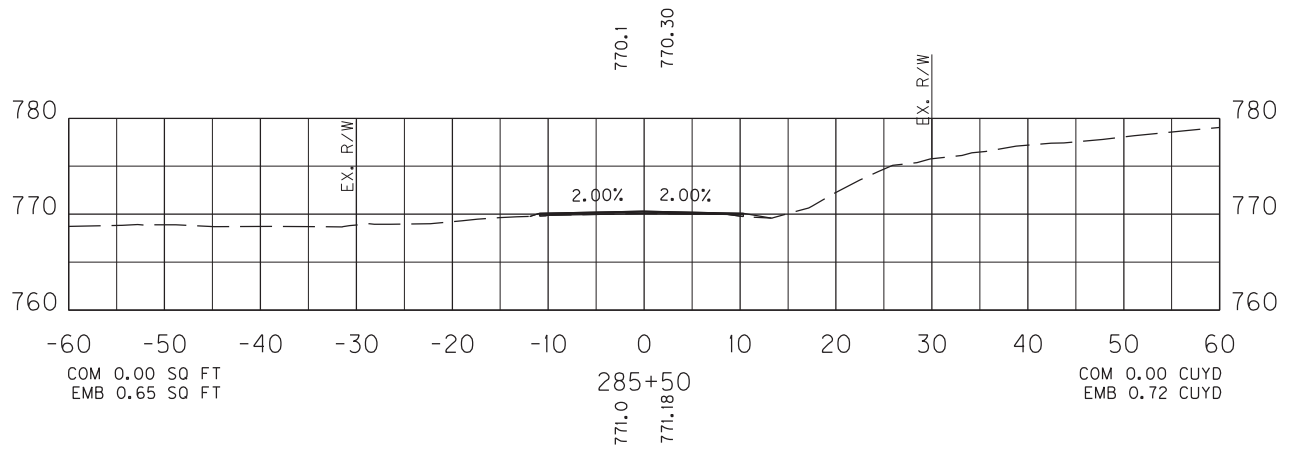


MP 5.707 EXTEND 18" RCP 6 L.F ON LEFT AND 8 L.F. ON RIGHT SIDE
18 TON CL II CHANNEL LINING AT OUTLET END
301+30

SCALE: 1" = 20'

COUNTY OF	ITEM NO.	SHEET NO.
LAURE	4-989	

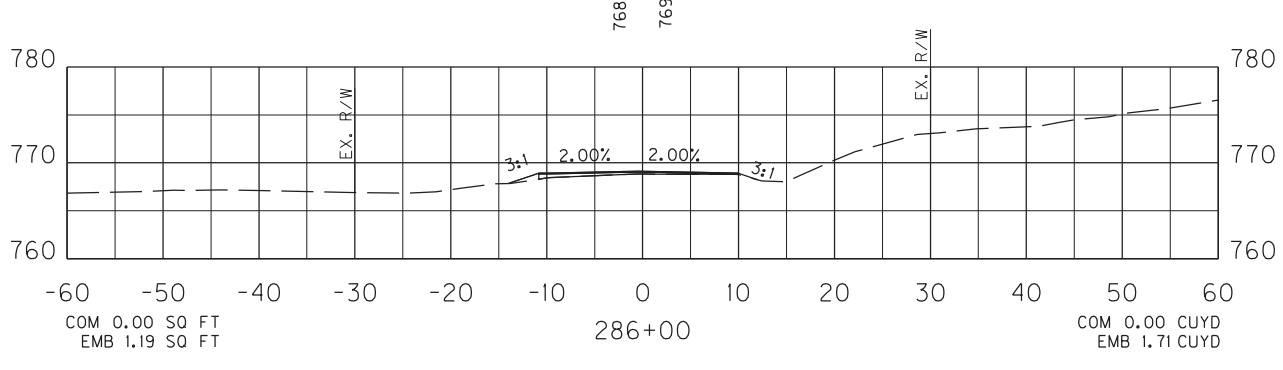
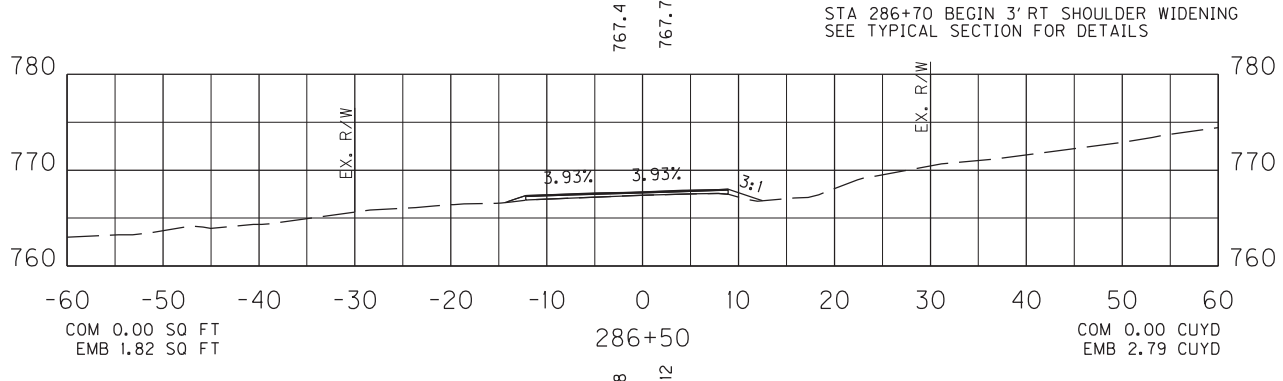
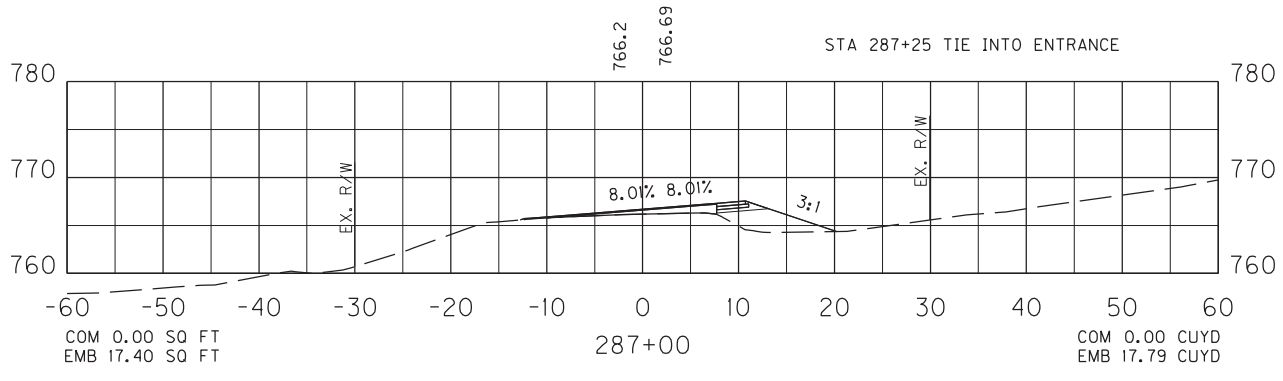
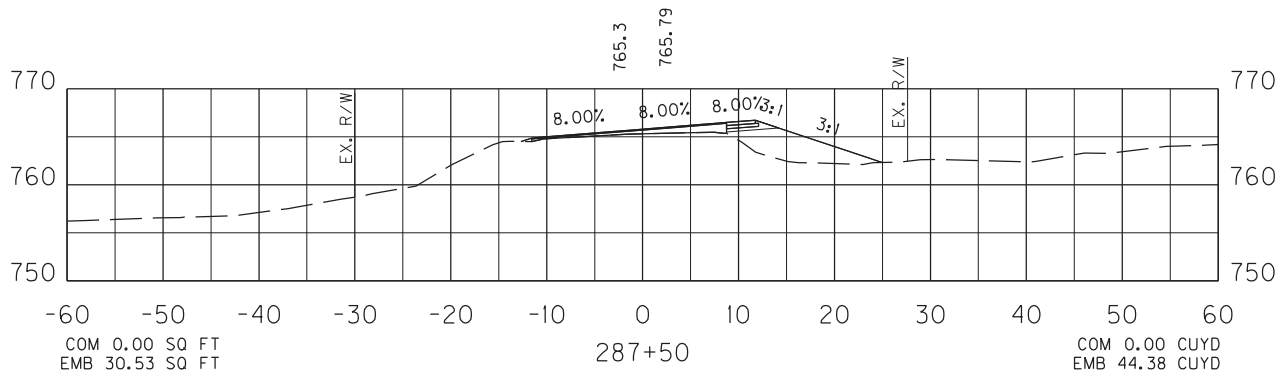
PIPE SECTIONS
MP 5.707 - 6.560
STA 301+30 TO STA 346+37



SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X1

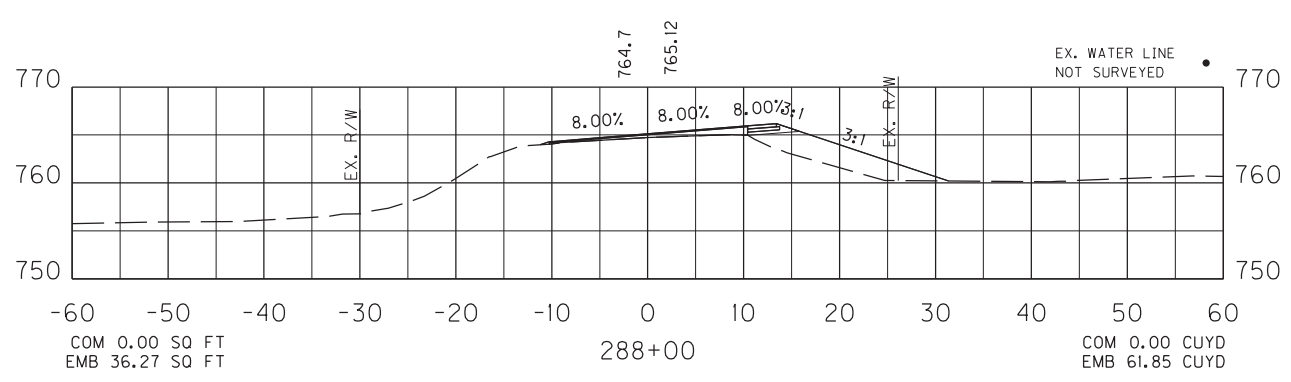
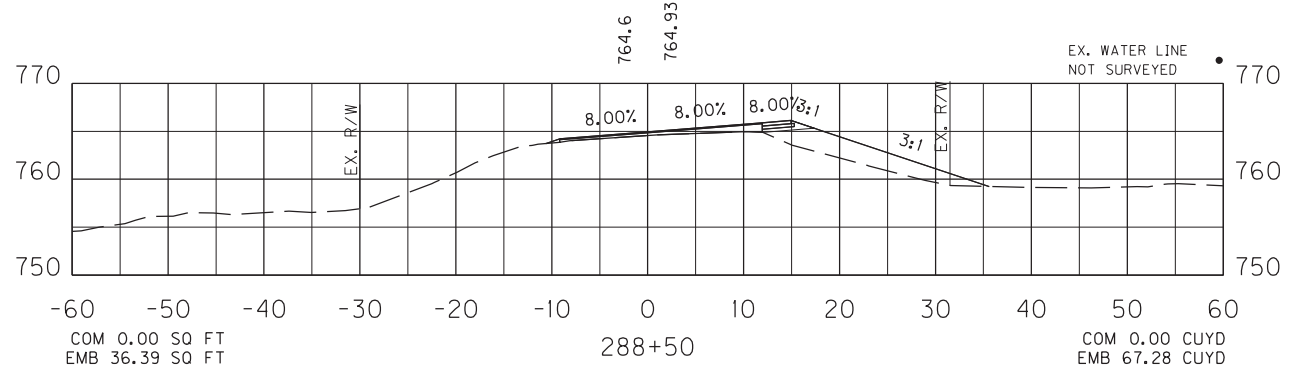
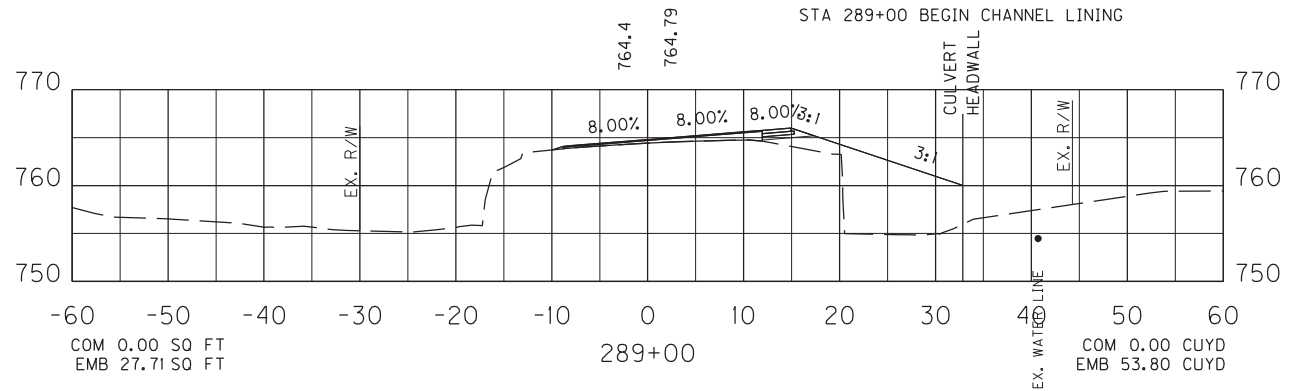
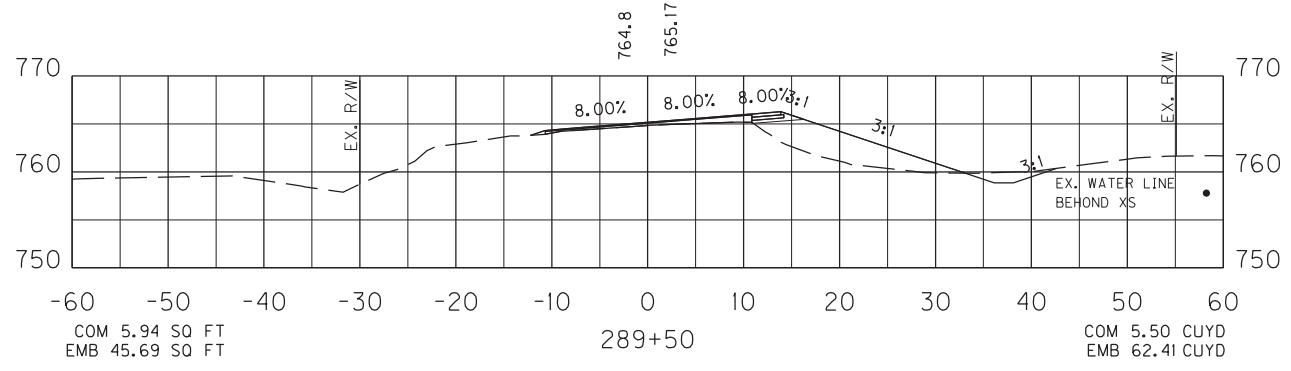
SUPER IMPROVEMENT
STA. 284+37 TO STA. 285+50
CROSS SECTIONS



SCALE: 1" = 20' HORIZONTAL
 1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X2

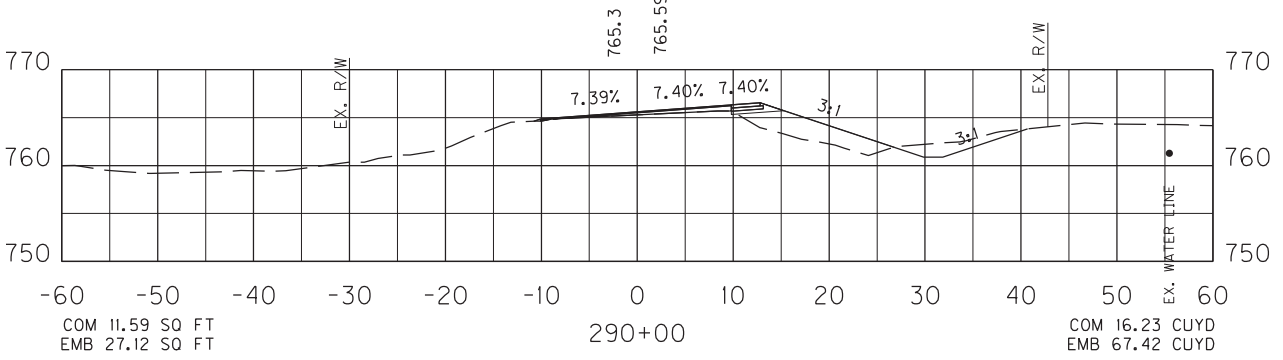
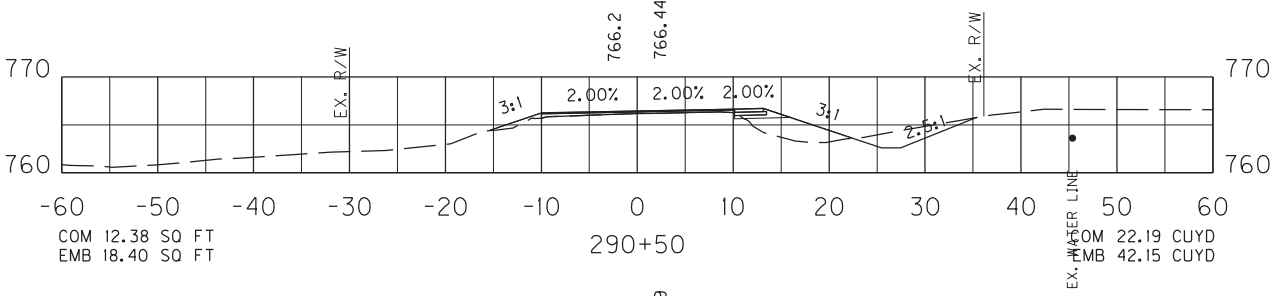
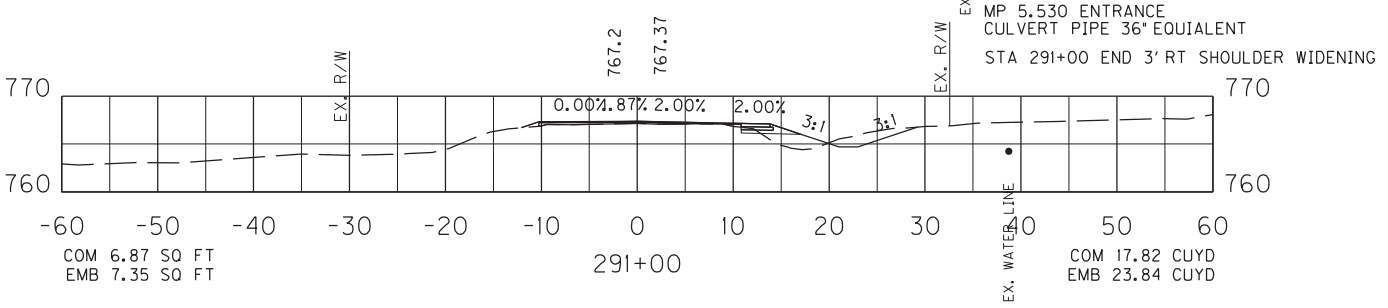
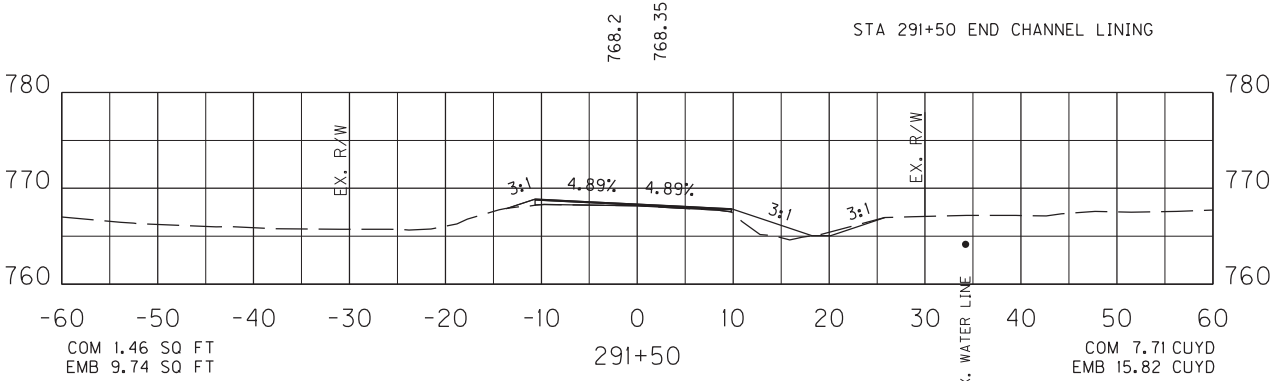
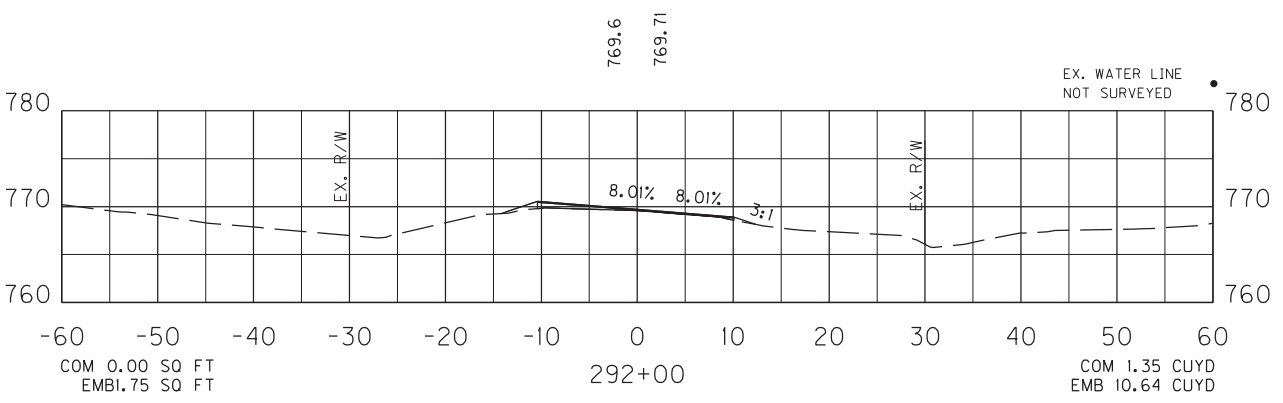
SUPER IMPROVEMENT
 STA. 286+00 TO STA. 287+50
 CROSS SECTIONS



SCALE: 1" = 20' HORIZONTAL
 1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X3

SUPER IMPROVEMENT
 STA.288+00 TO STA.289+50
 CROSS SECTIONS

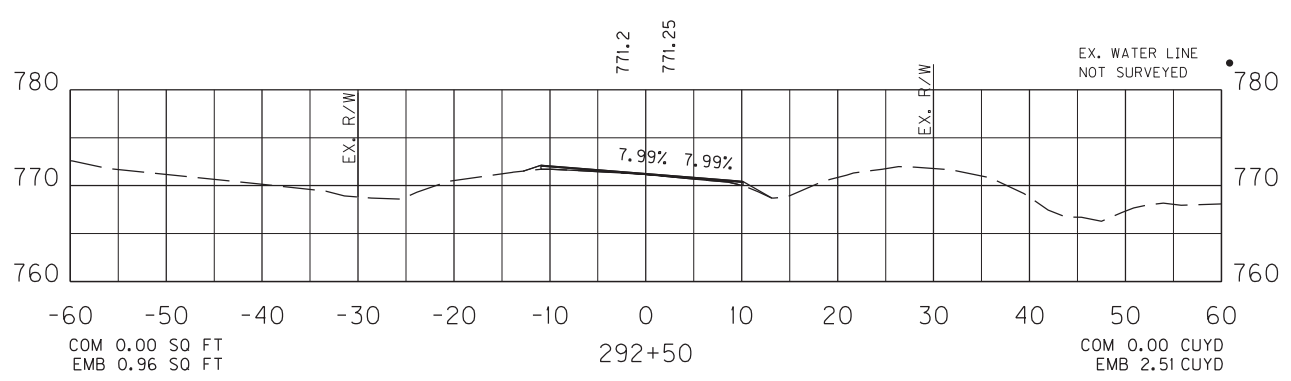
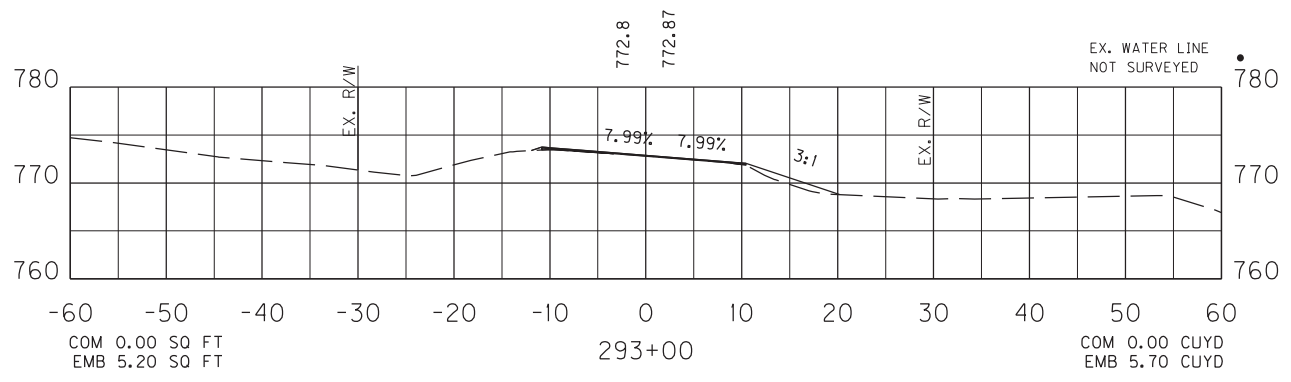
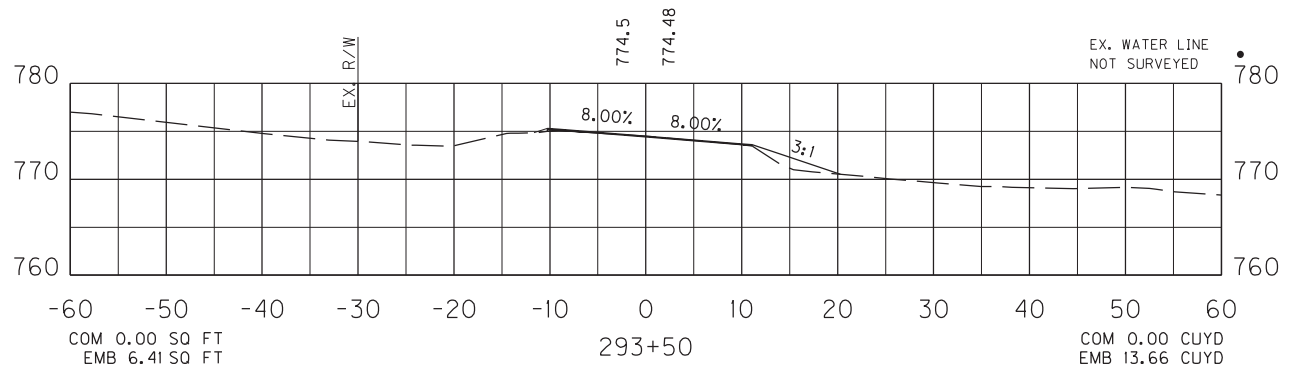


SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X4

SUPER IMPROVEMENT
STA. 290+00 TO STA. 292+00
CROSS SECTIONS

SUPER CORRECTION TOTALS
 COM 74.63 CUYDS
 EMB 494.66 CUYDS

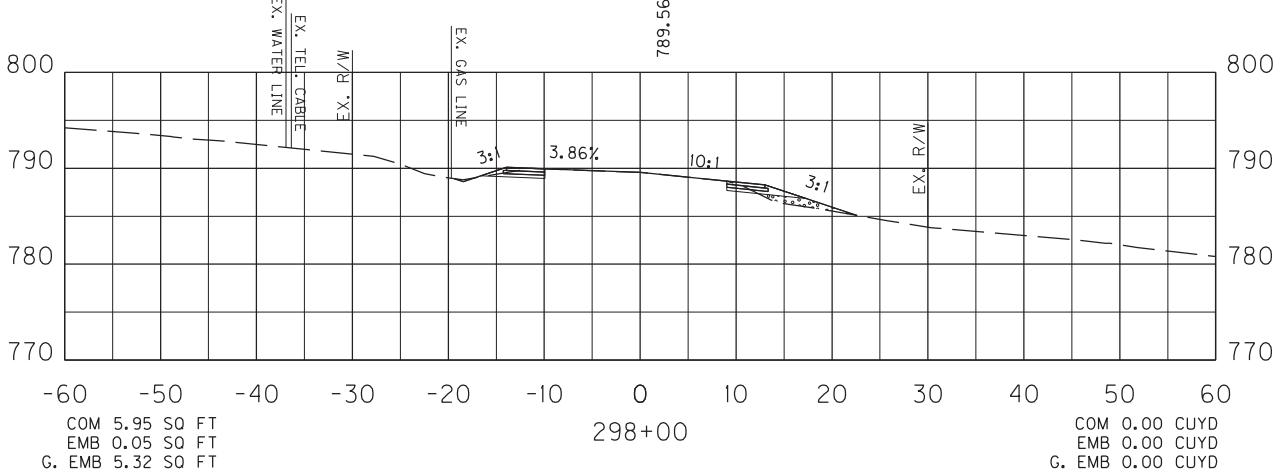
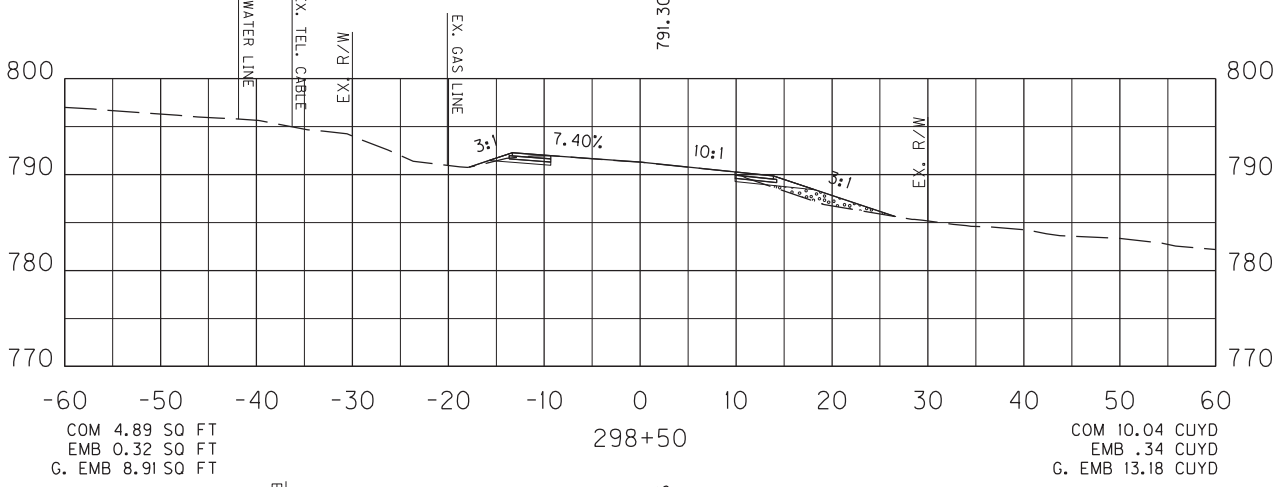
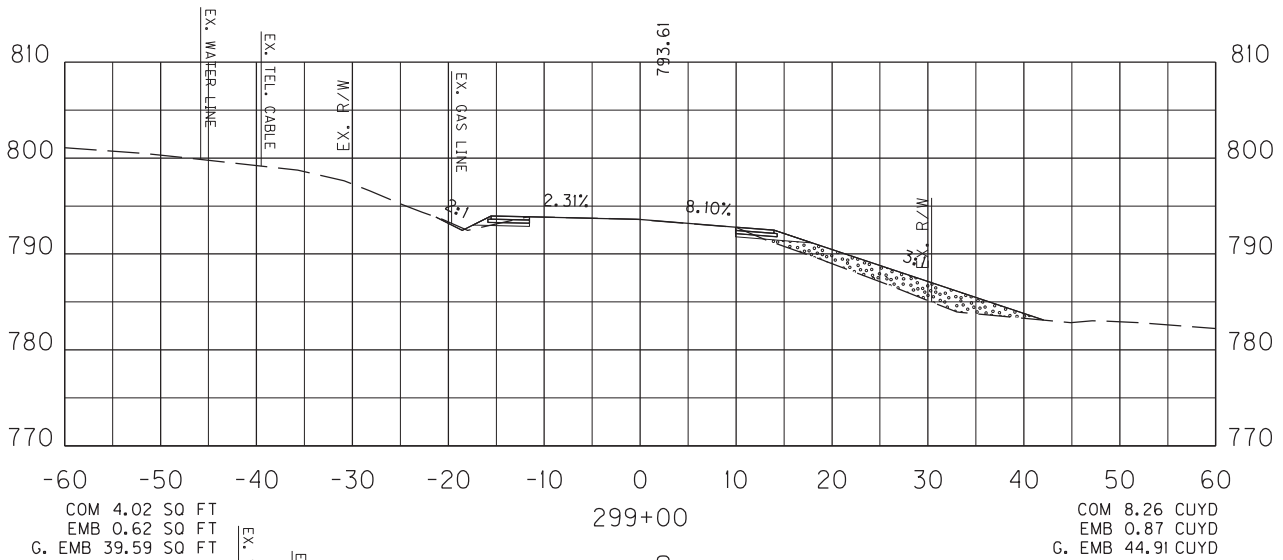


DO NOT DISTURB UTILITY MOUND.
 MATCH EXISTING DITCH IN THIS AREA.

SCALE: 1" = 20' HORIZONTAL
 1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X5

SUPER IMPROVEMENT
 STA. 292+50 TO STA. 293+50
 CROSS SECTIONS

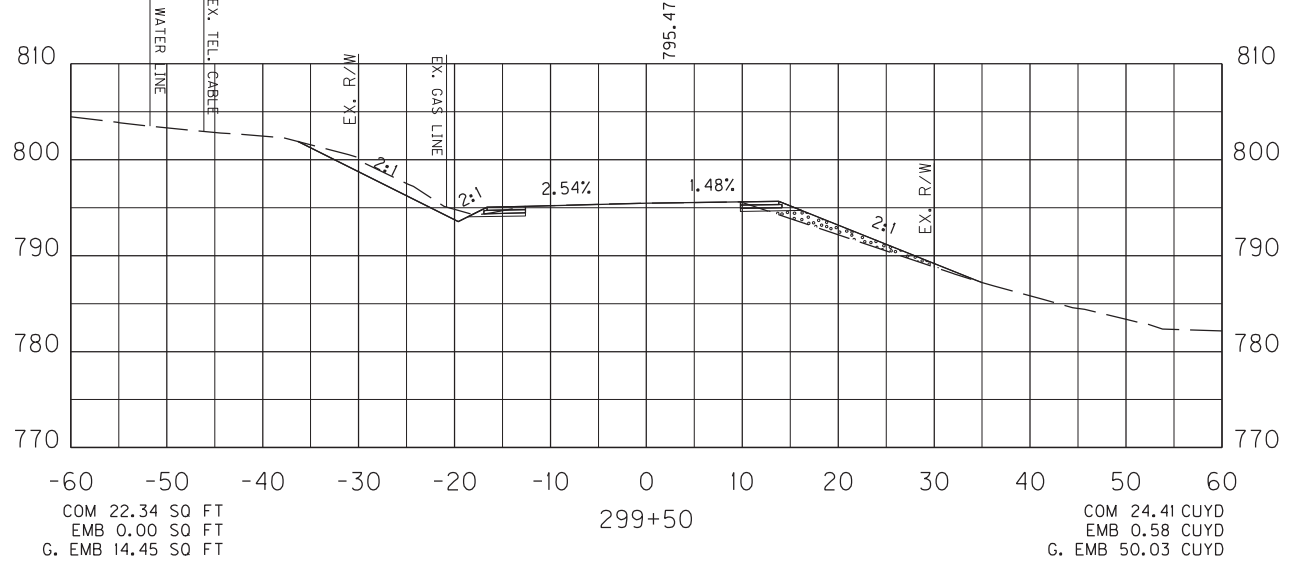
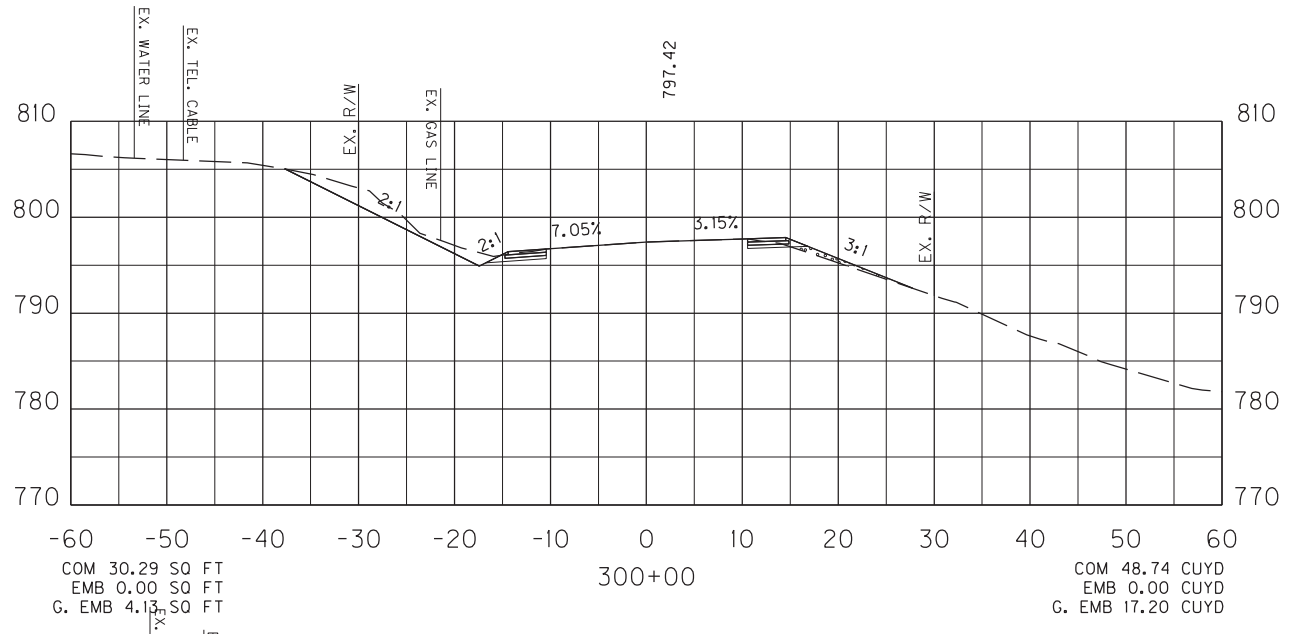
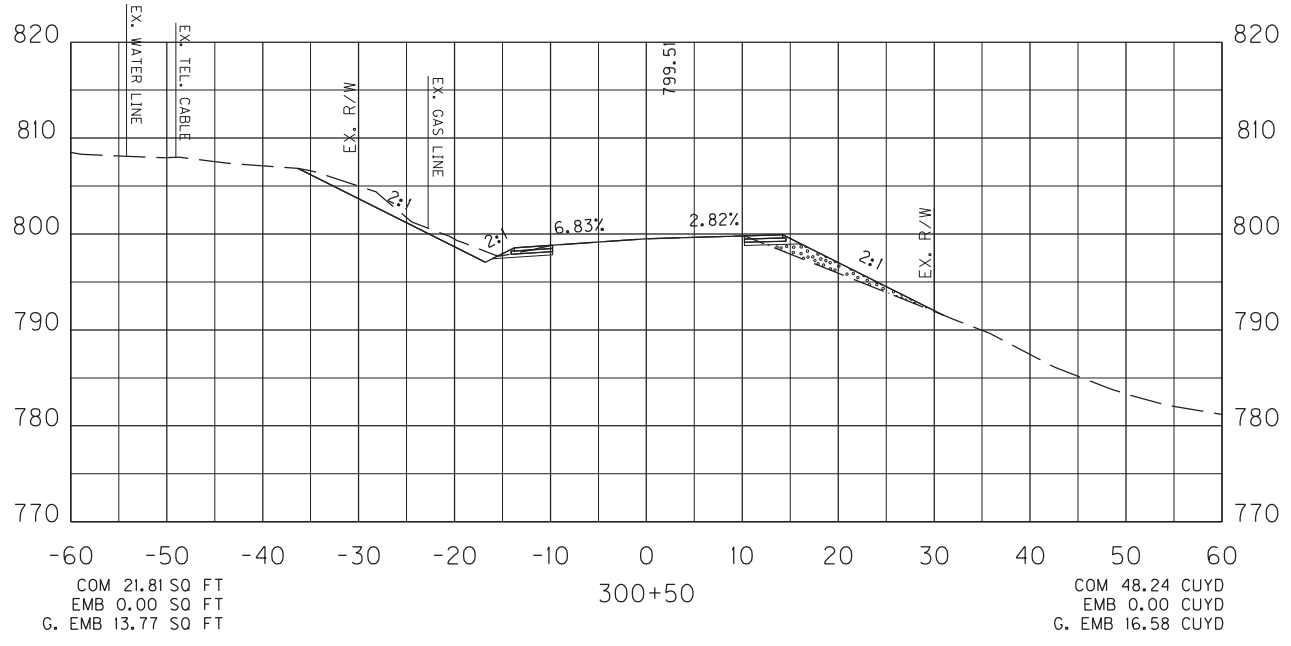


STA 298+00 BEGIN 4' SHOULDER WIDENING
SEE TYPICAL SECTIONS FOR DETAILS

SCALE: 1" = 20 HORIZONTAL
1" = 20 VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X6

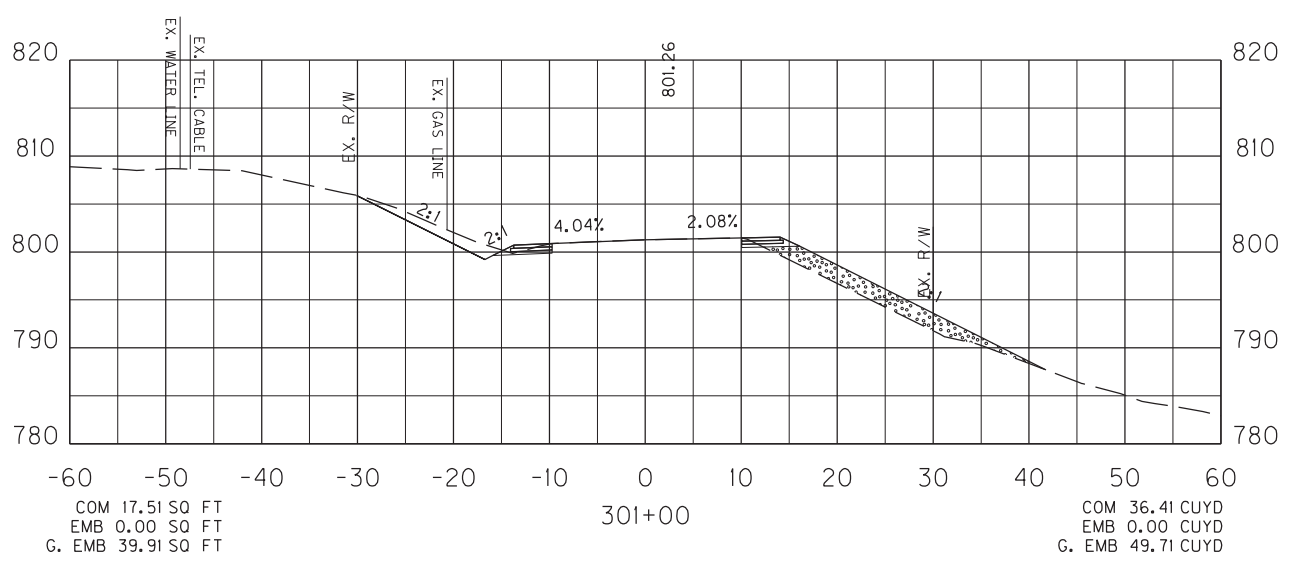
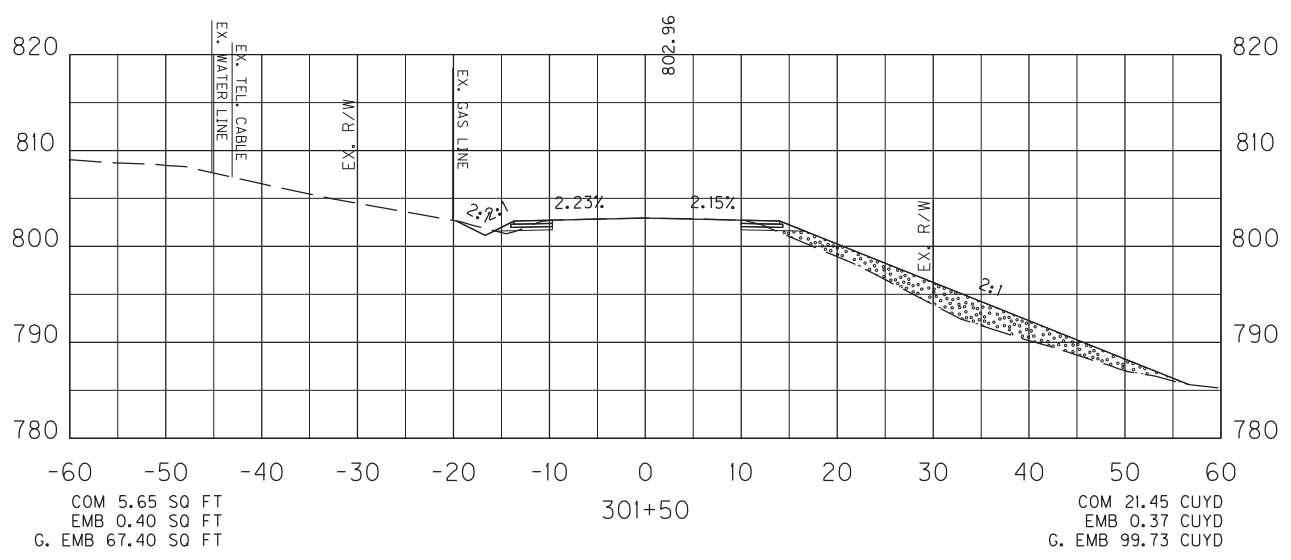
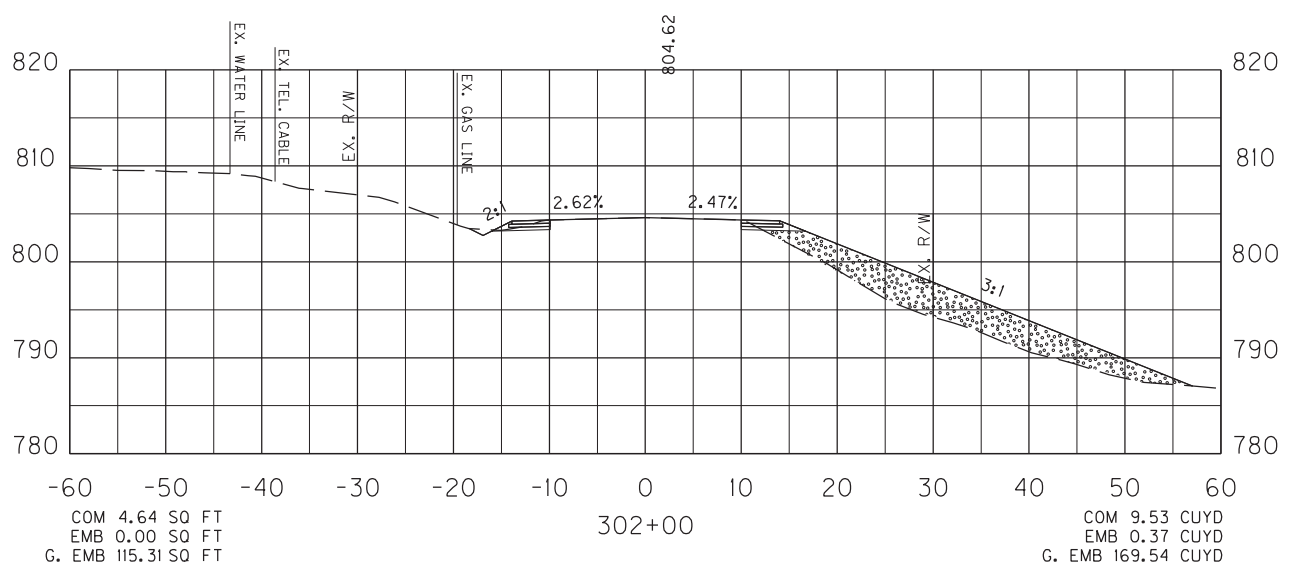
CURVE WIDENING SECTION 1
STA. 298+00 TO STA. 299+00
CROSS SECTIONS



SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X7

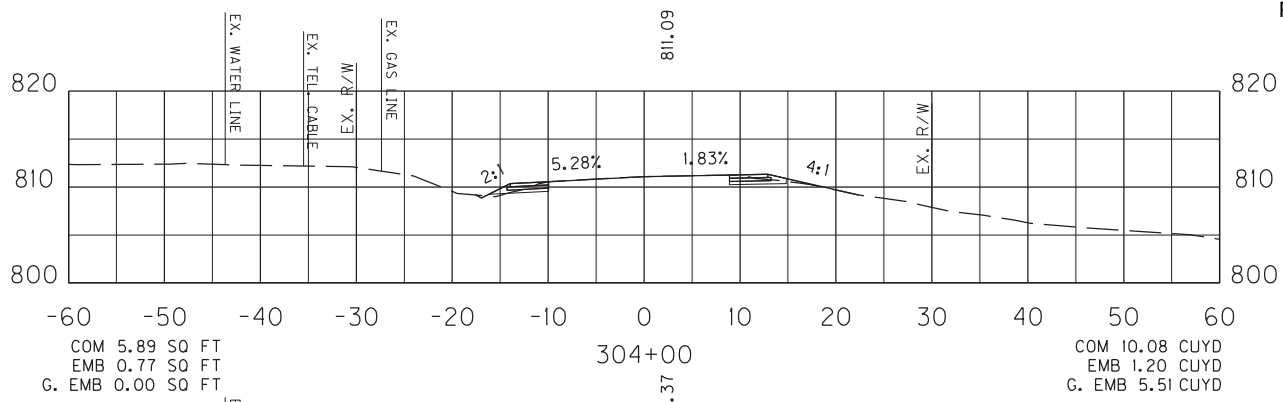
CURVE WIDENING SECTION 1
STA. 299+50 TO STA. 300+50
CROSS SECTIONS



SCALE: 1" = 20' HORIZONTAL
 1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X8

CURVE WIDENING SECTION 1
 STA. 301+00 TO STA. 302+00
 CROSS SECTIONS

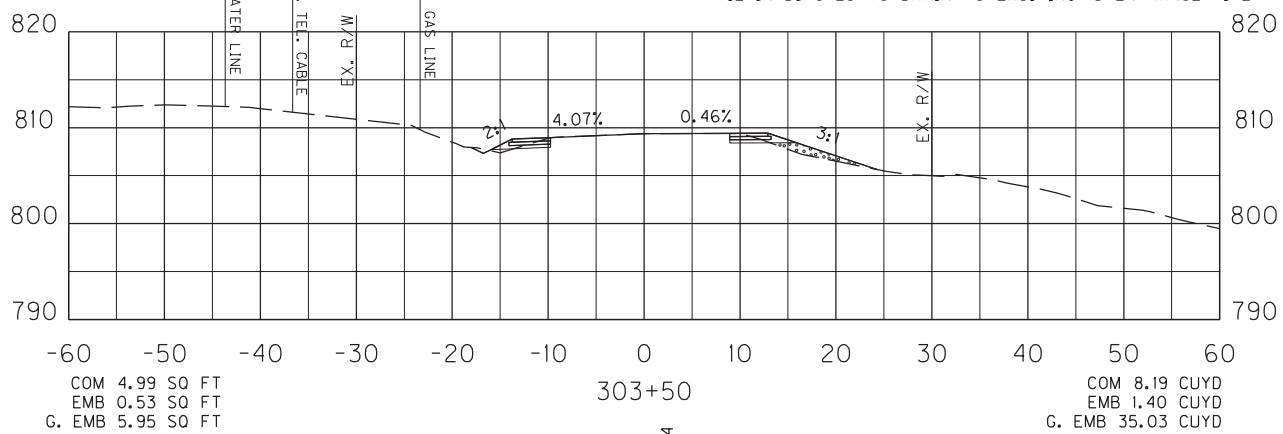


COM 5.89 SQ FT
EMB 0.77 SQ FT
G. EMB 0.00 SQ FT

304+00

COM 10.08 CUYD
EMB 1.20 CUYD
G. EMB 5.51 CUYD

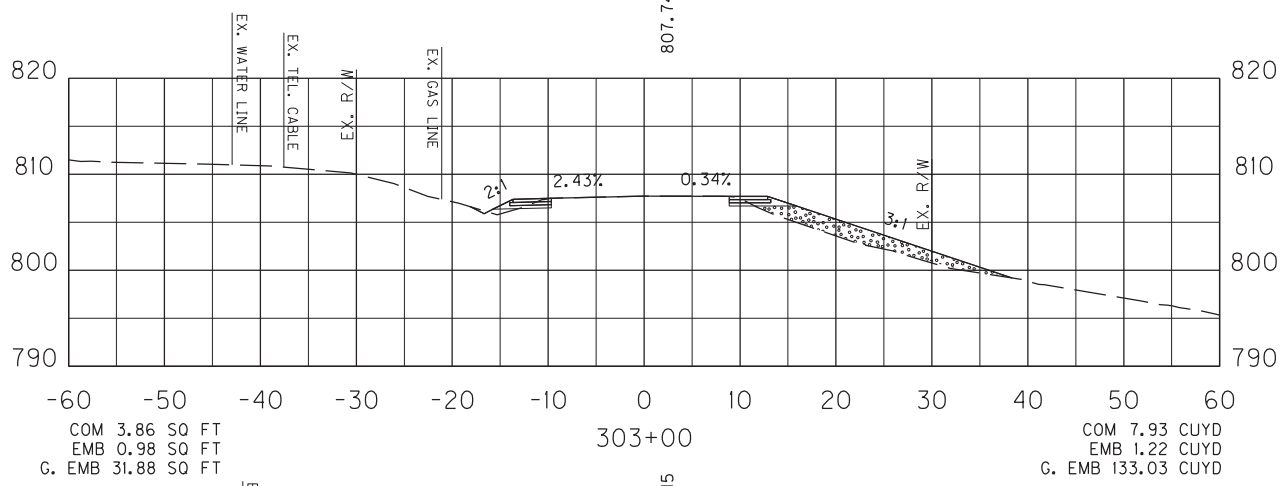
RT STA 304+00 TIE IN TO EXITSING ENTRANCE
TIE IN DITCHES TO DRAIN TO EXSITING 15" ENTRANCE PIPE



COM 4.99 SQ FT
EMB 0.53 SQ FT
G. EMB 5.95 SQ FT

303+50

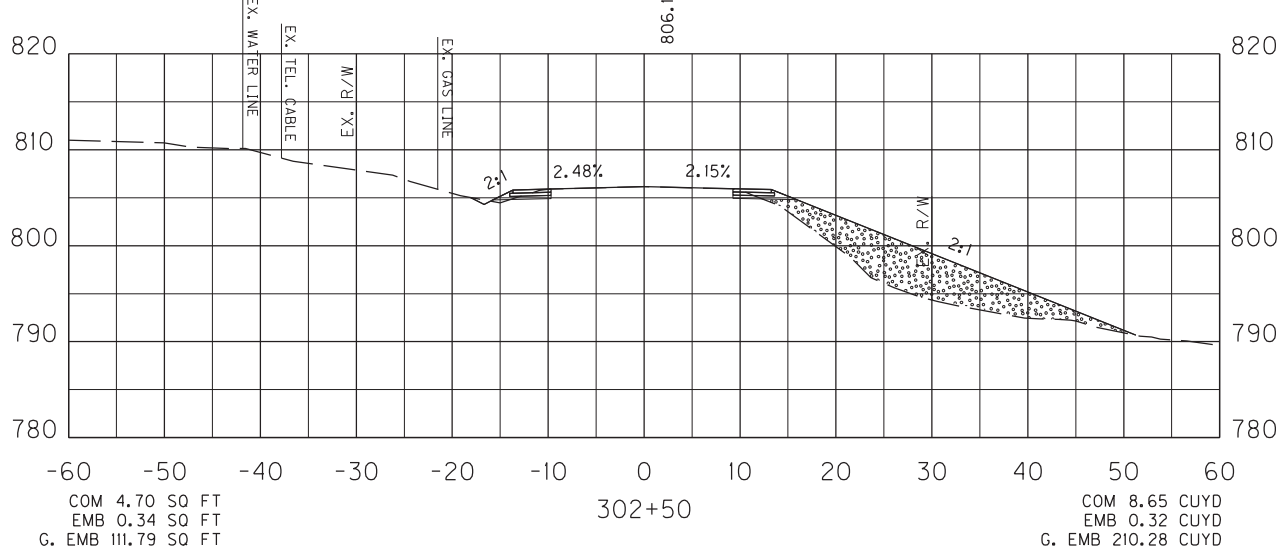
COM 8.19 CUYD
EMB 1.40 CUYD
G. EMB 35.03 CUYD



COM 3.86 SQ FT
EMB 0.98 SQ FT
G. EMB 31.88 SQ FT

303+00

COM 7.93 CUYD
EMB 1.22 CUYD
G. EMB 133.03 CUYD



COM 4.70 SQ FT
EMB 0.34 SQ FT
G. EMB 111.79 SQ FT

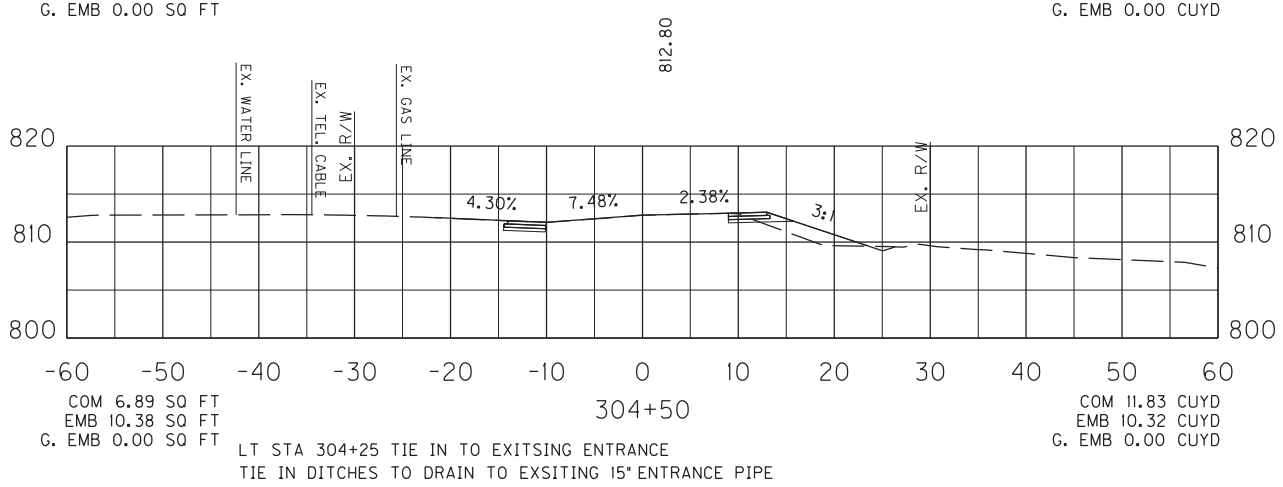
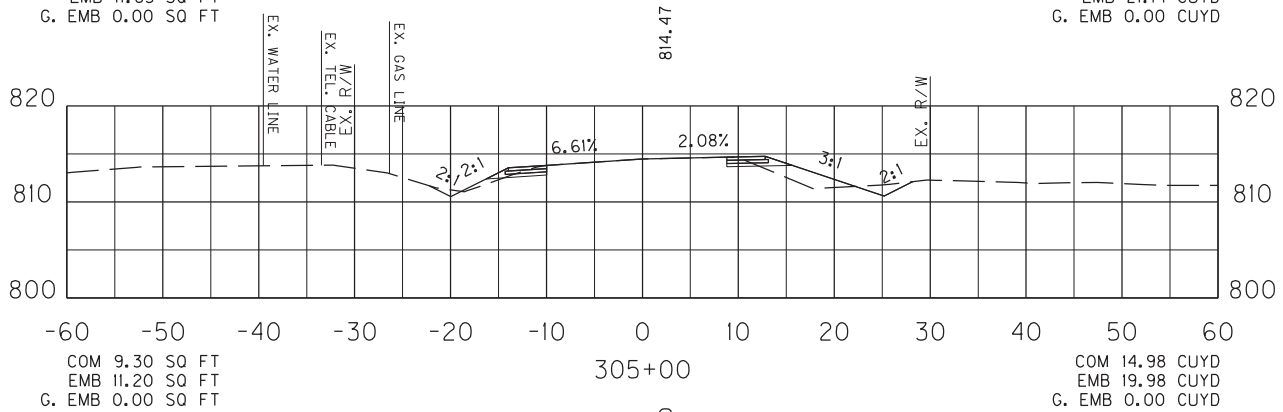
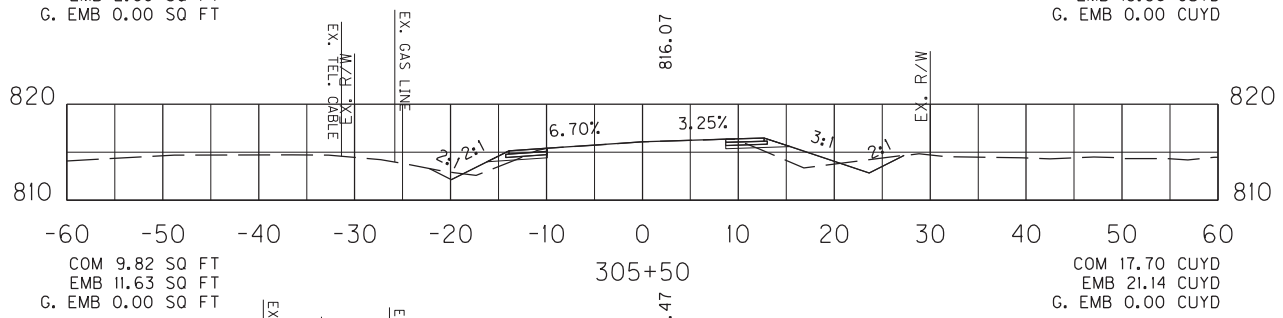
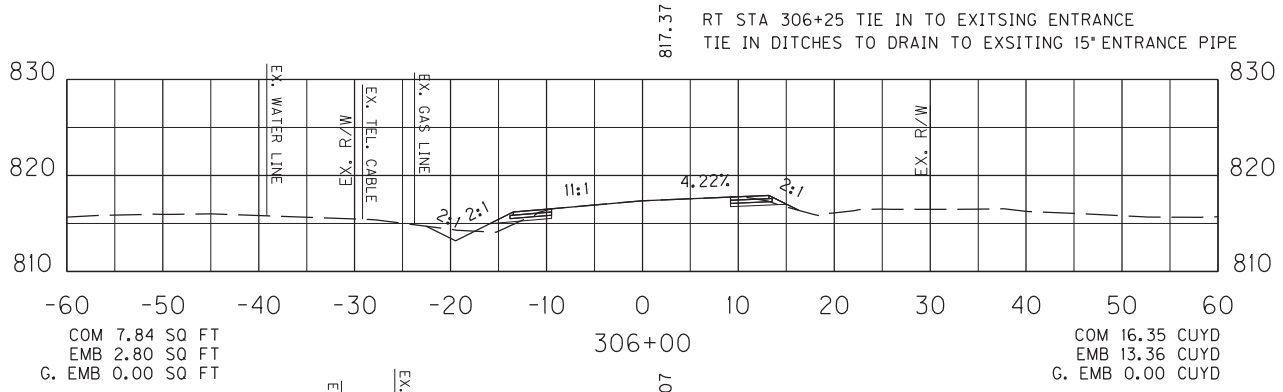
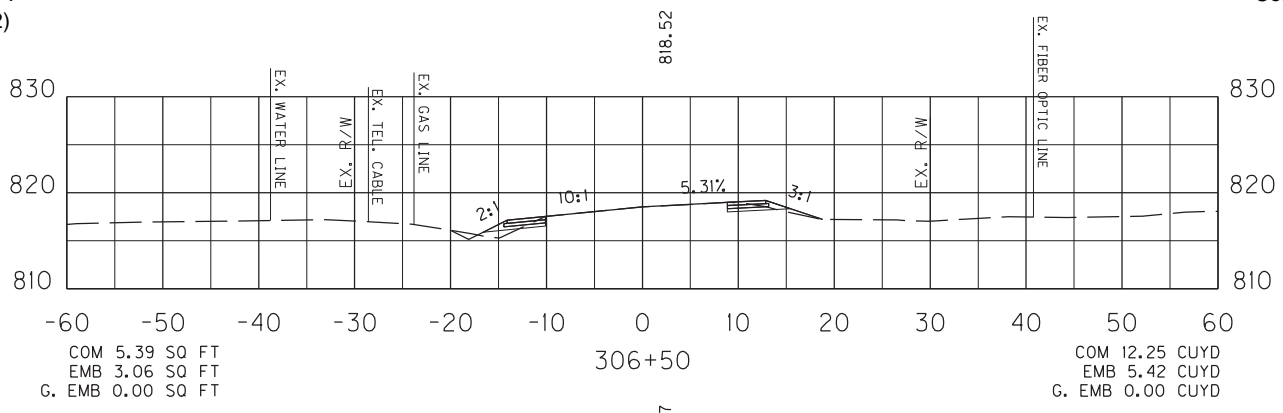
302+50

COM 8.65 CUYD
EMB 0.32 CUYD
G. EMB 210.28 CUYD

SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

LARUE		SHEET NO.
4-989	X9	

CURVE WIDENING SECTION 1
STA. 302+50 TO STA. 304+00
CROSS SECTIONS

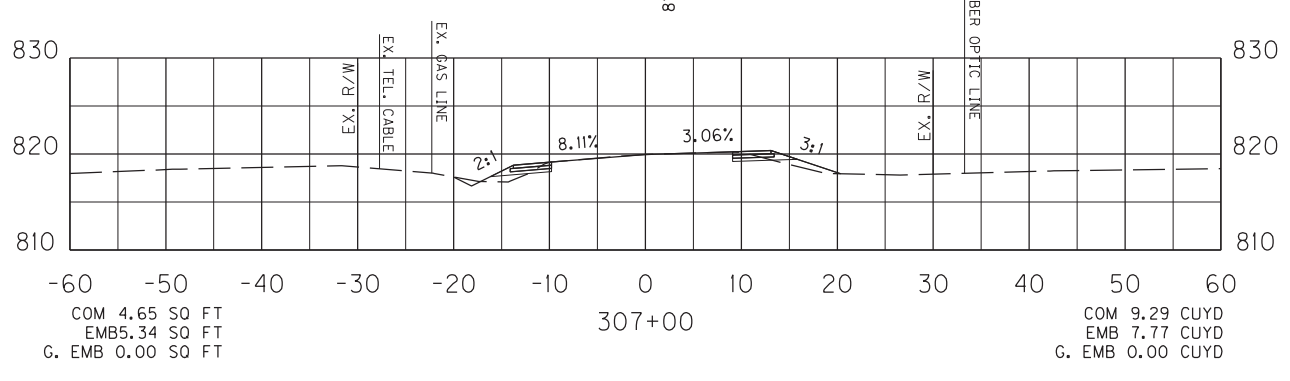
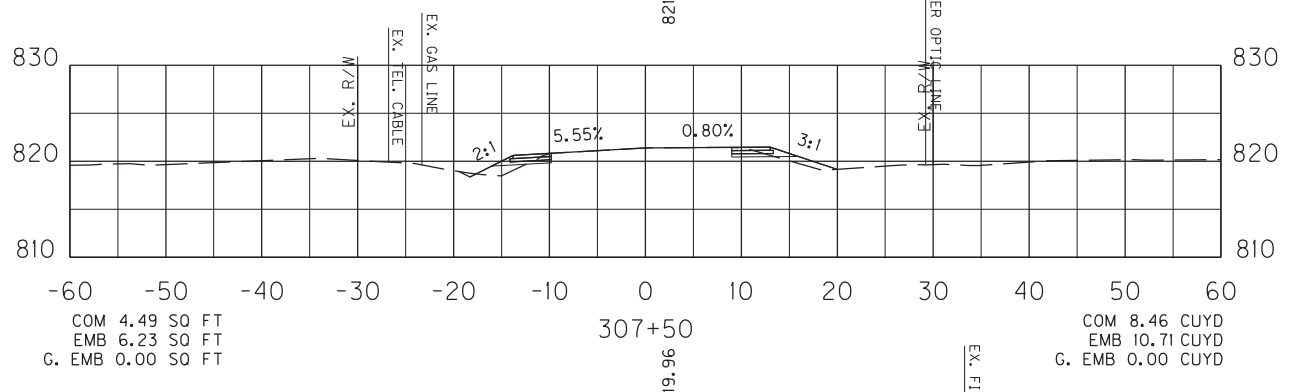
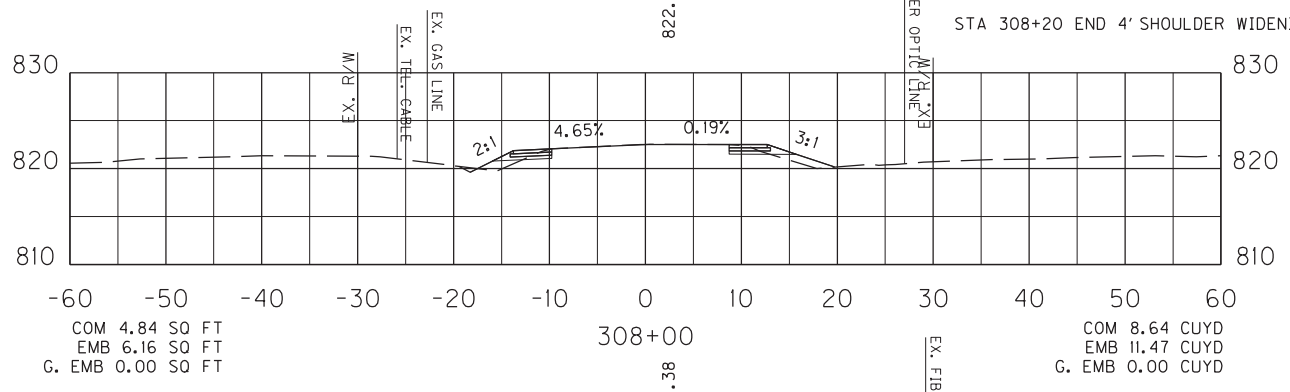
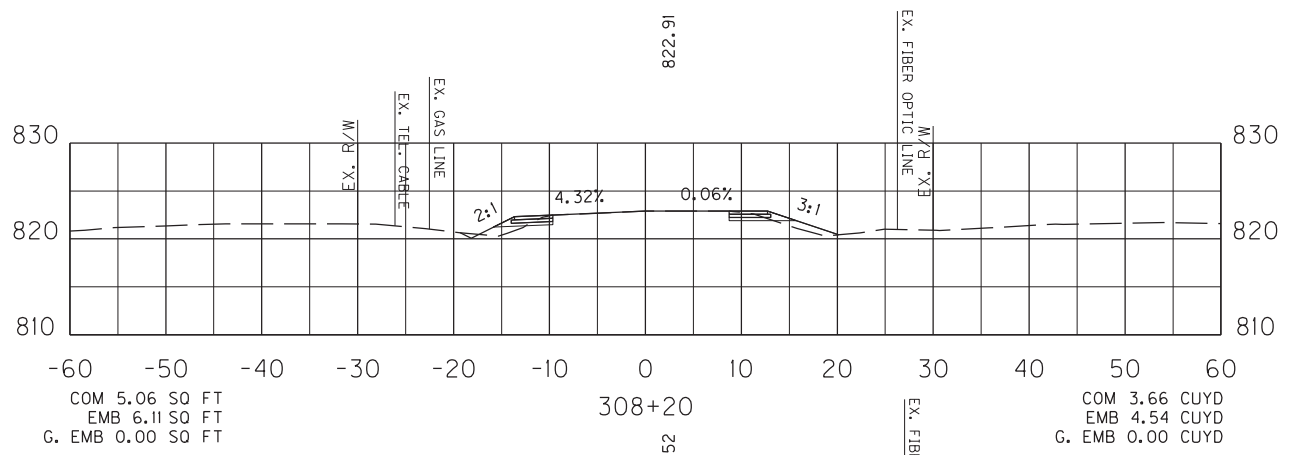


SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X10

CURVE WIDENING SECTION 1
STA. 304+50 TO STA. 306+50
CROSS SECTIONS

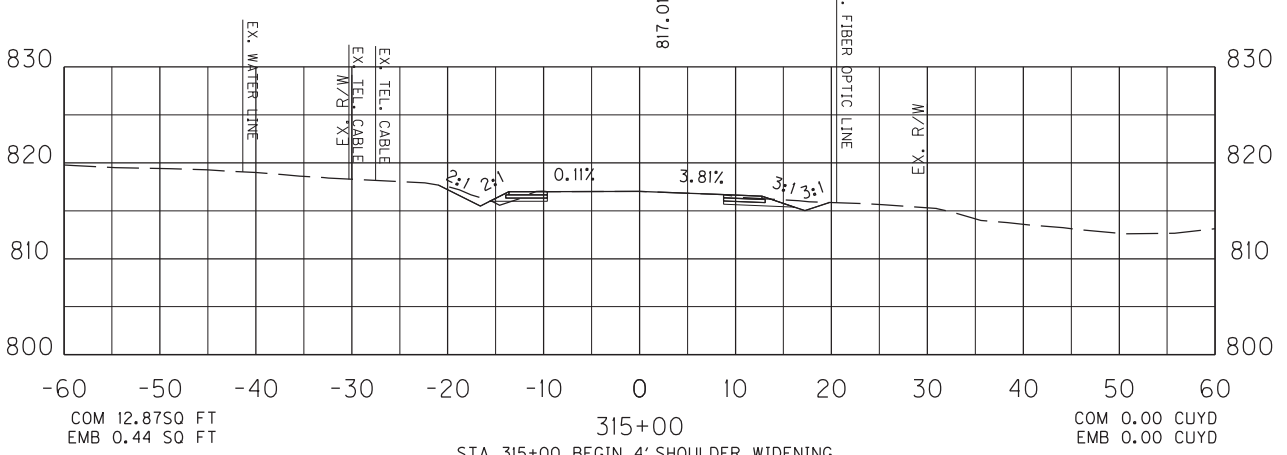
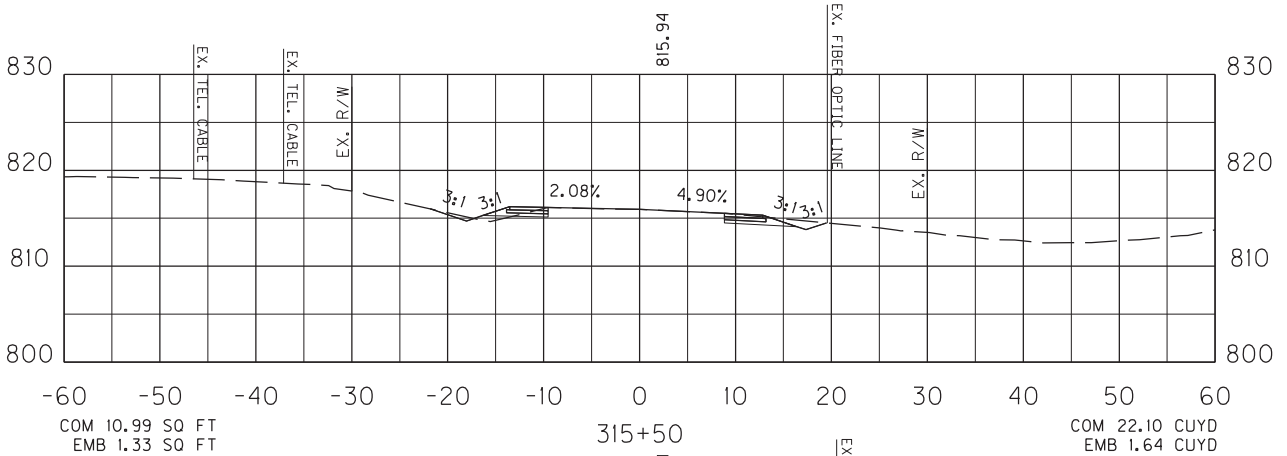
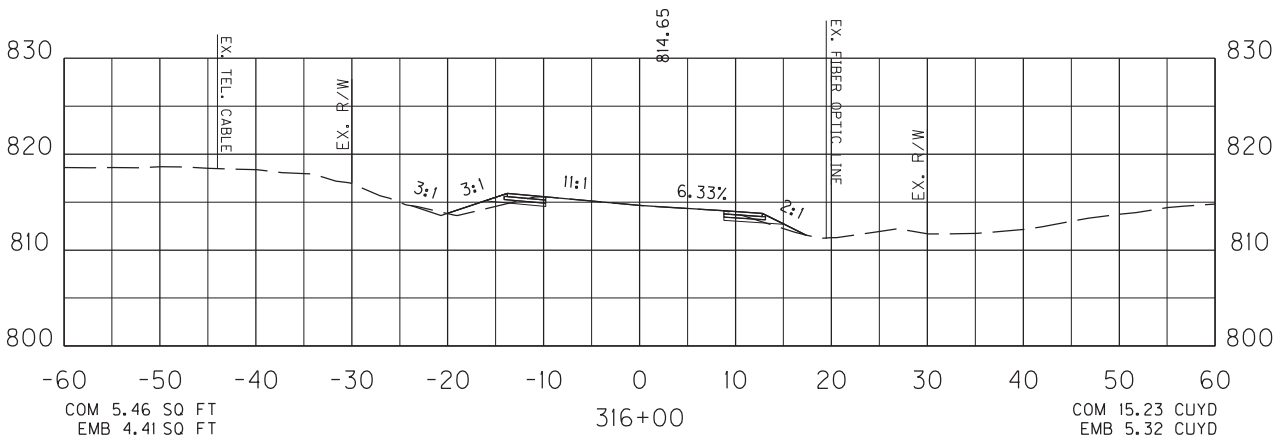
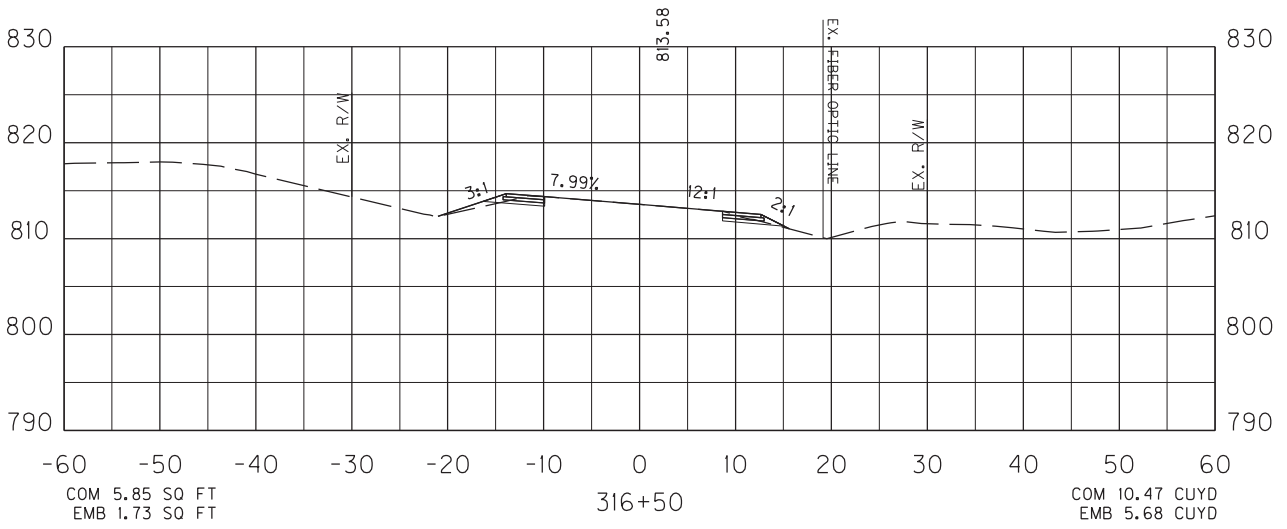
CURVE WIDENING SECTION 1 TOTALS
COM 345.10 CUYD
EMB 111.40 CUYD
G. EMB 844.72 CUYD



SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X11

CURVE WIDENING SECTION 1
STA. 307+00 TO STA. 308+20
CROSS SECTIONS

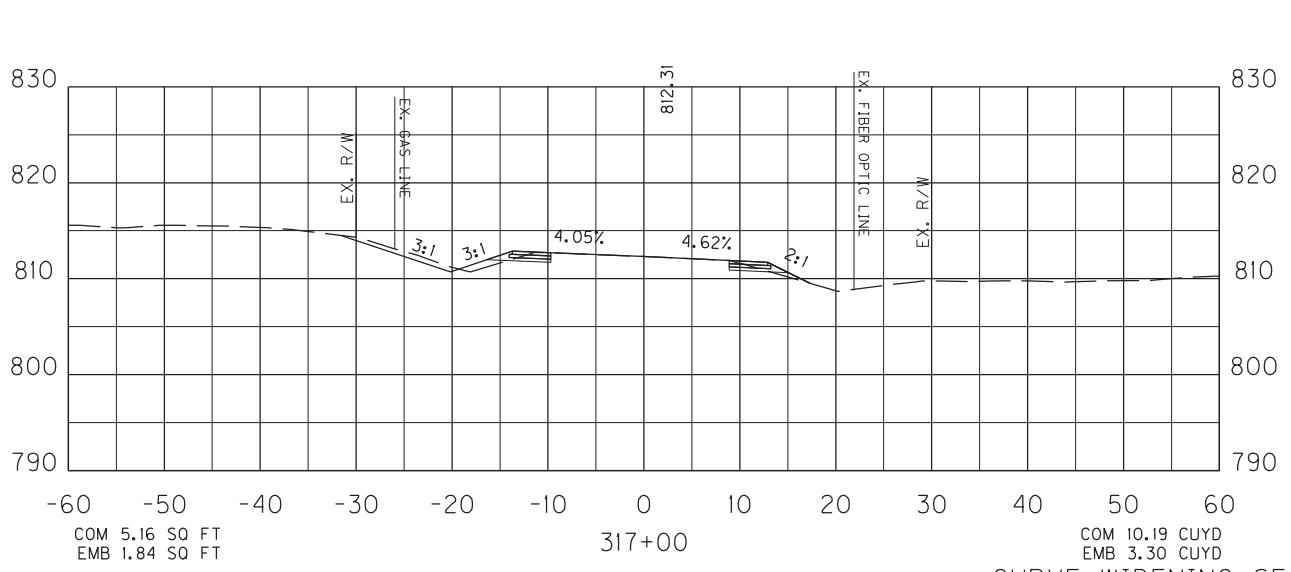
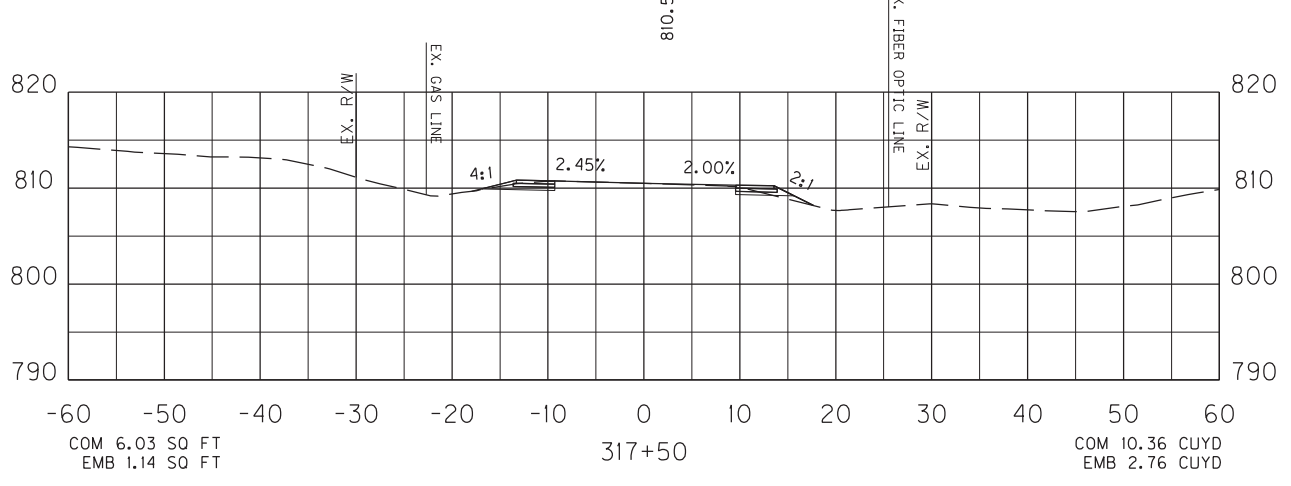
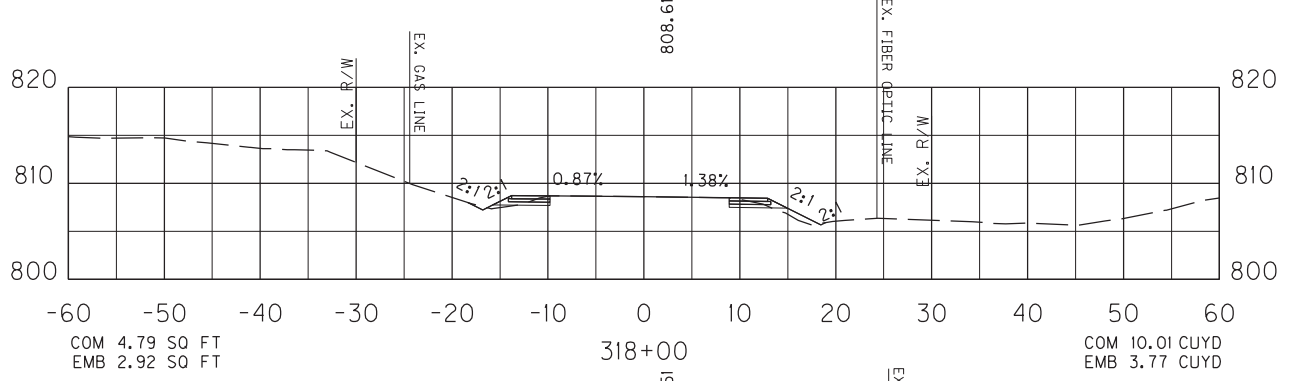
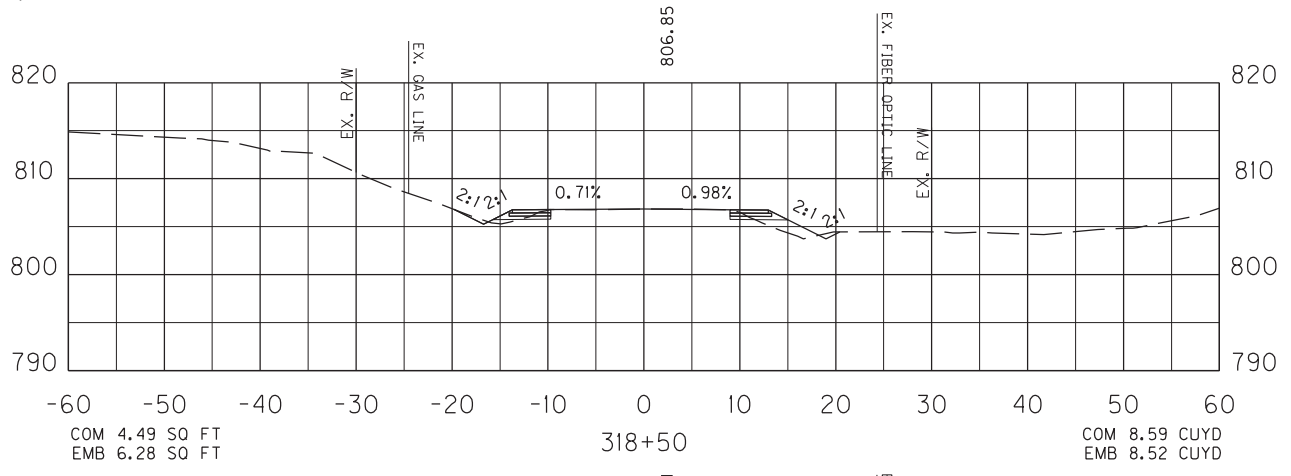


STA 315+00 BEGIN 4' SHOULDER WIDENING
SEE TYPICAL SECTIONS FOR DETAILS

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X12

SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

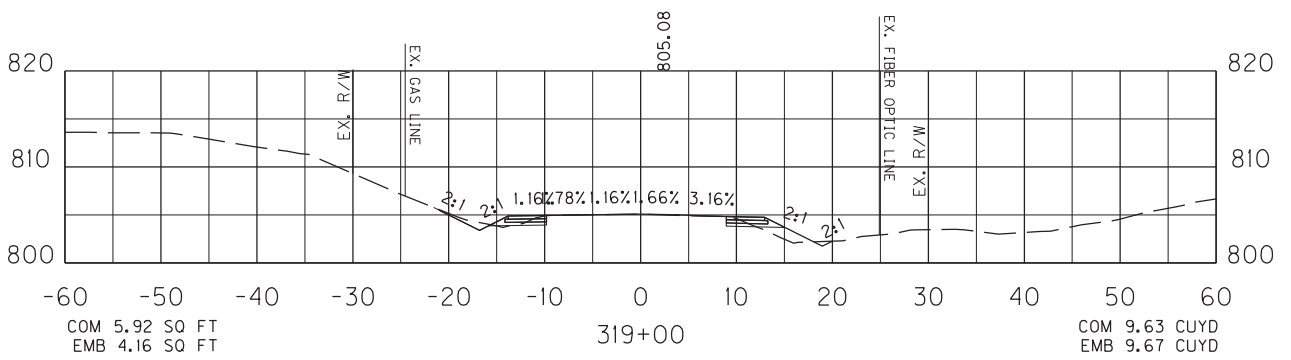
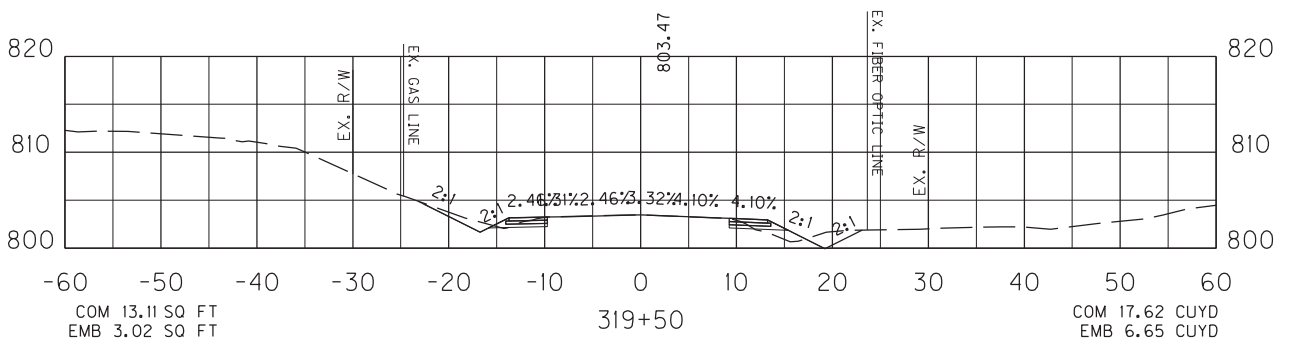
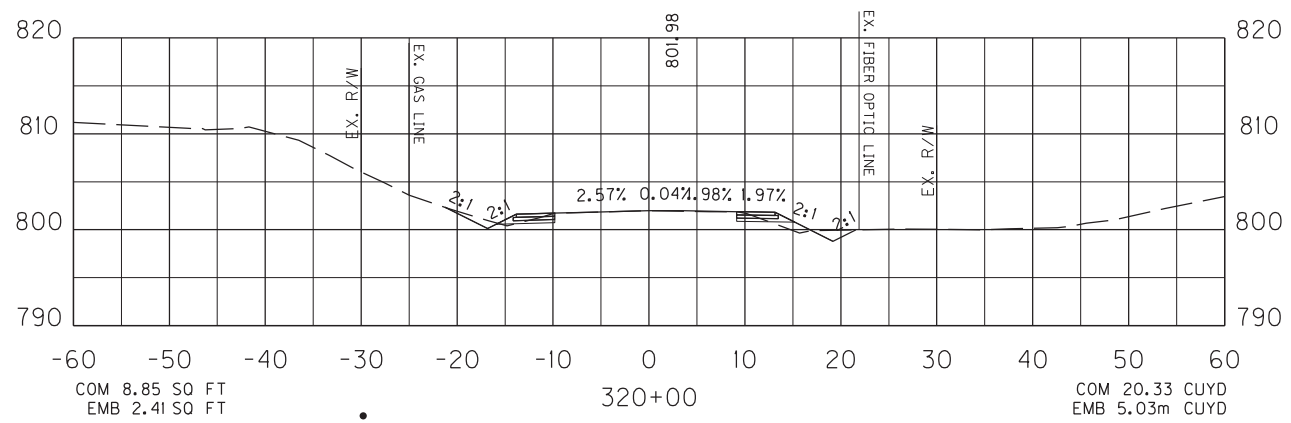
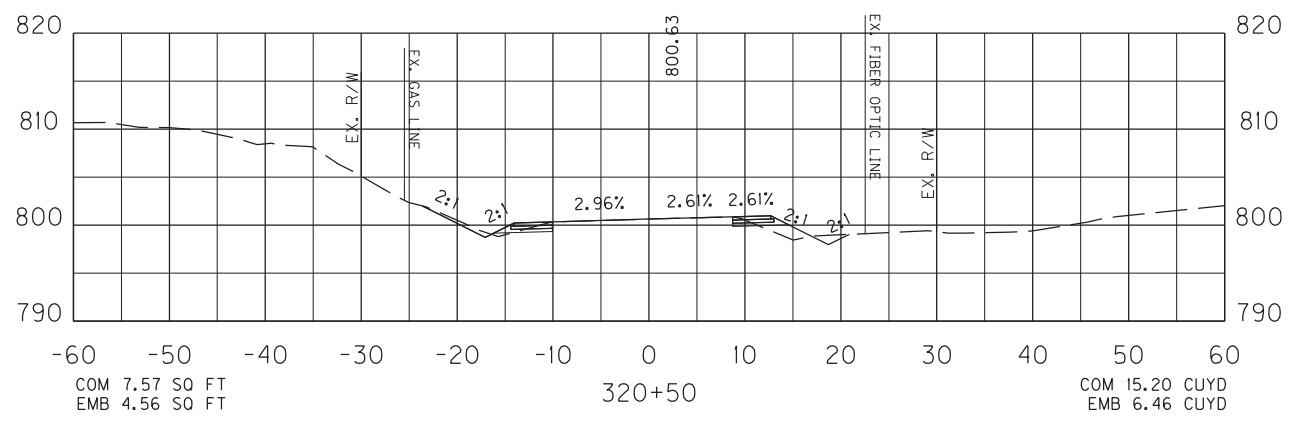
CURVE WIDENING SECTION 2
STA. 315+00 TO STA. 316+50
CROSS SECTIONS



SCALE: 1" = 20 HORIZONTAL
1" = 20 VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X13

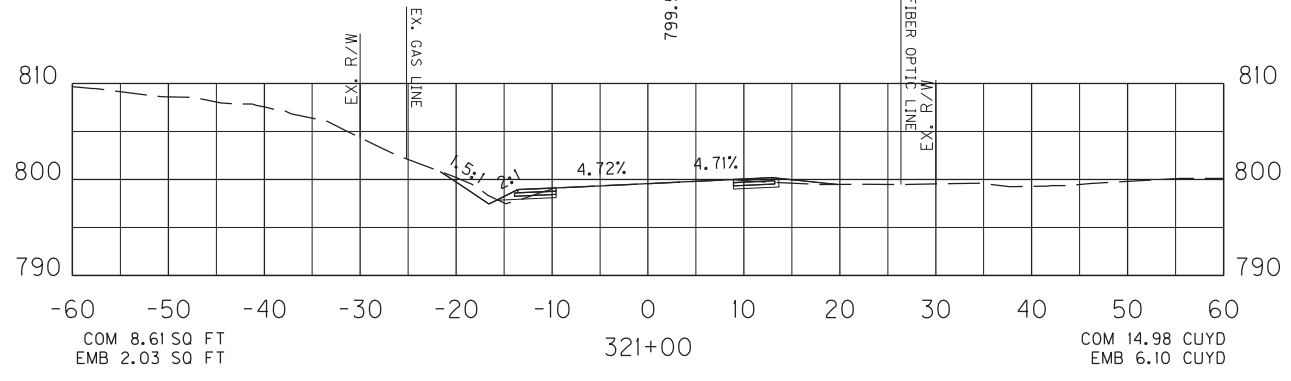
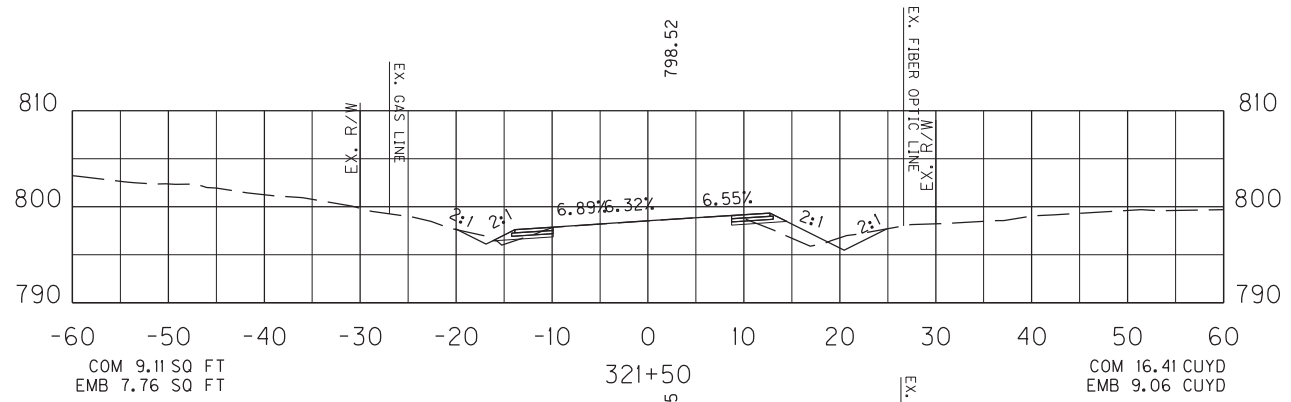
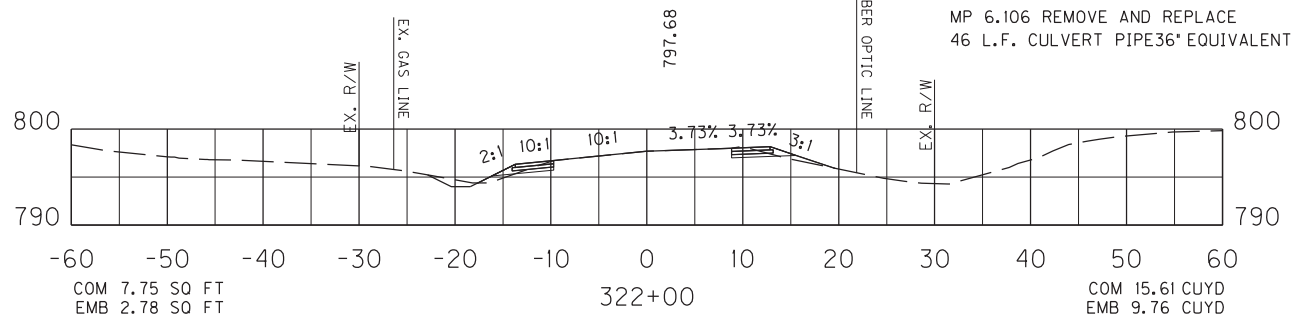
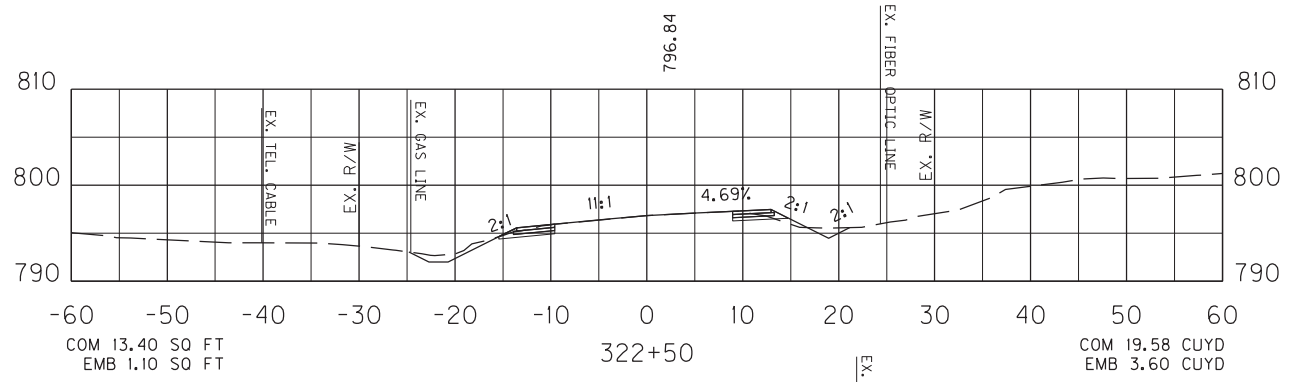
CURVE WIDENING SECTION 2
STA. 317+00 TO STA. 318+50
CROSS SECTIONS



CURVE WIDENING SECTION 2
STA. 319+00 TO STA. 320+50
CROSS SECTIONS

SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X14



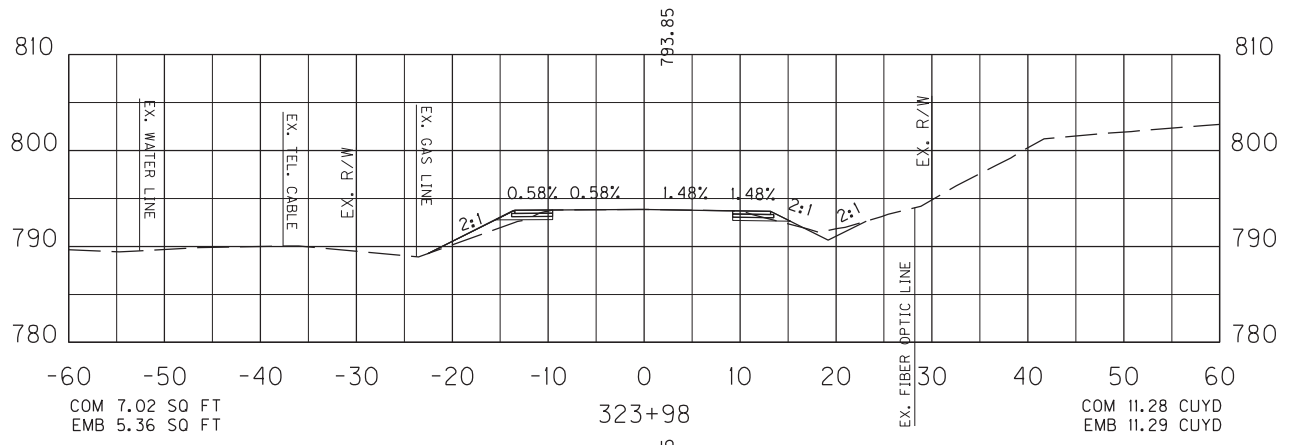
STA 321+00 TIE INTO ENTRANCE
MP 6.080 28 L.F. 18\"/>

CURVE WIDENING SECTION 2
STA. 321+00 TO STA. 322+50
CROSS SECTIONS

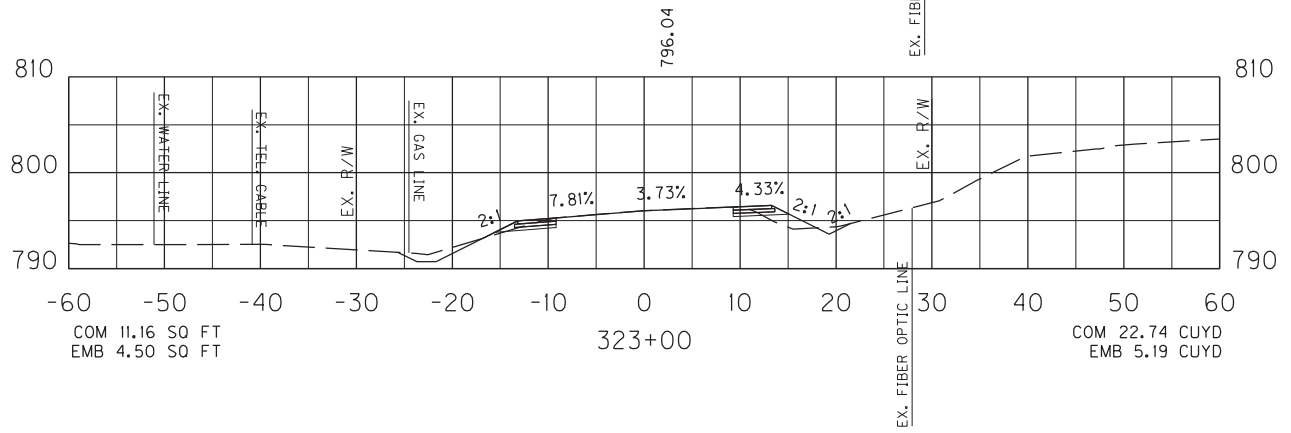
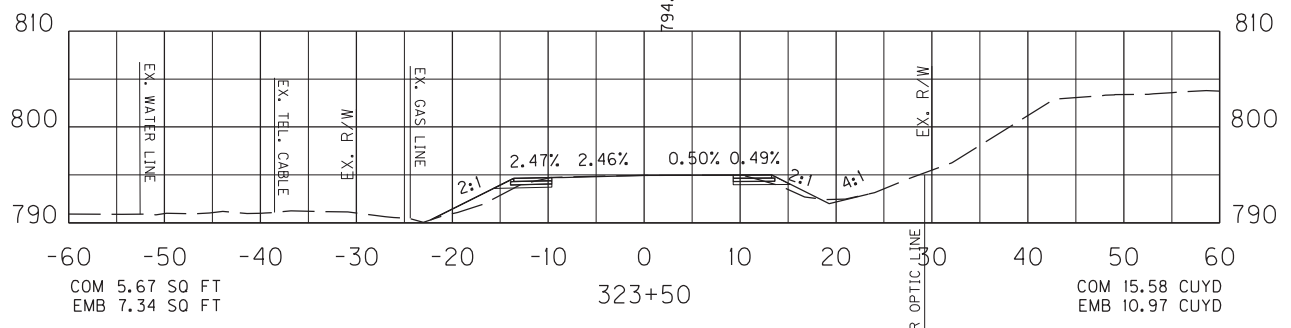
SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X15

CURVE WIDENING SECTION 2 TOTALS
 COM 265.92 CUYD
 EMB 114.77 CUYD



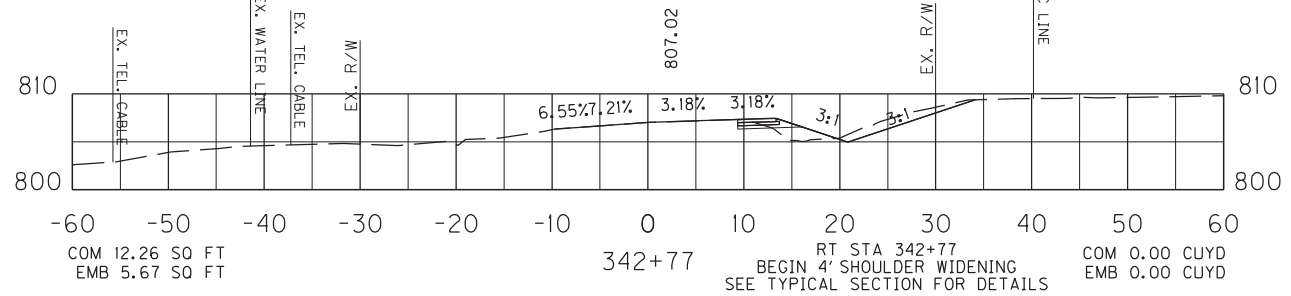
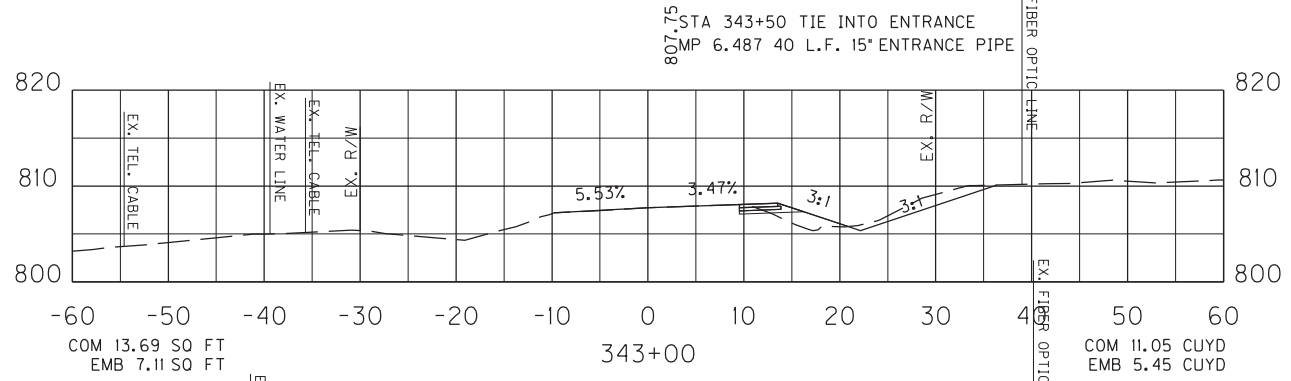
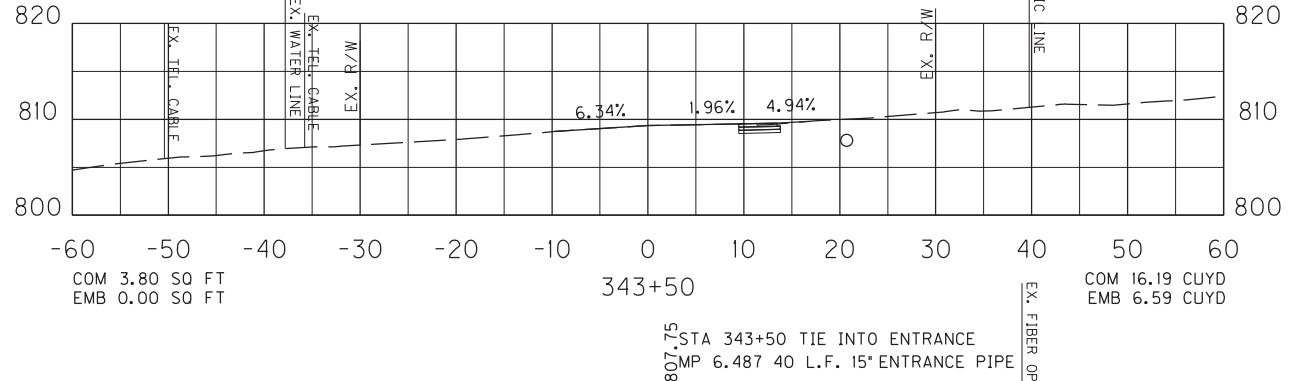
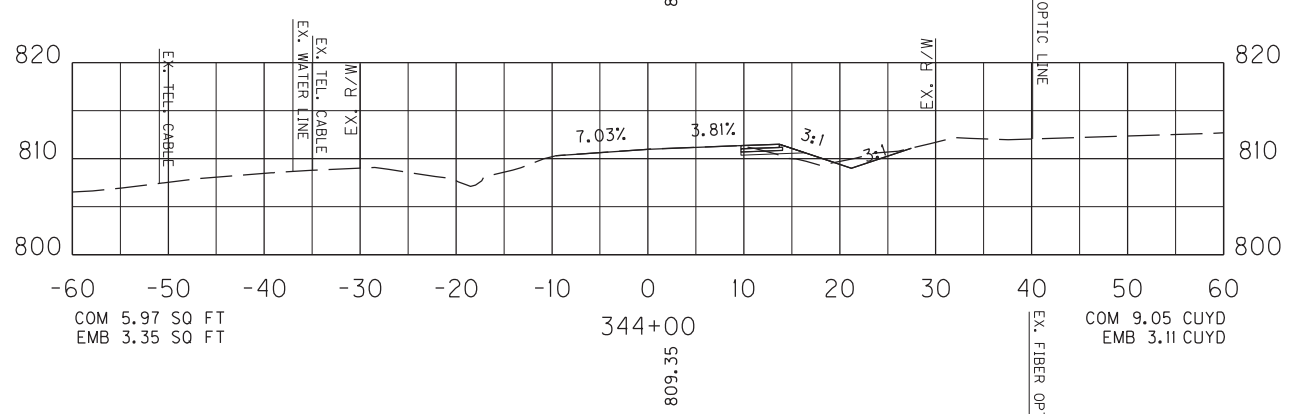
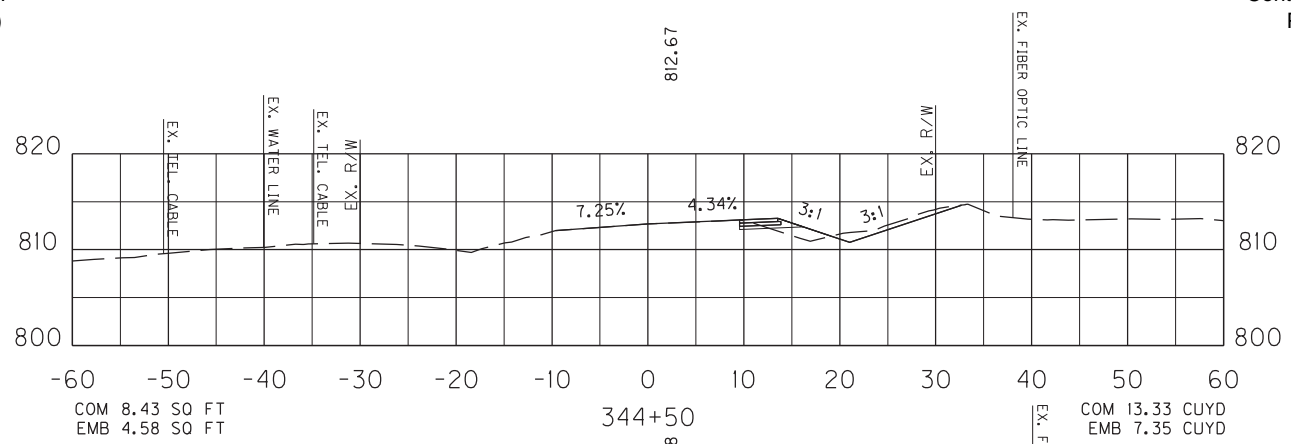
STA 323+98 END 4' SHOULDER WIDENING



CURVE WIDENING SECTION 2
 STA. 323+00 TO STA. 323+98
 CROSS SECTIONS

SCALE: 1" = 20' HORIZONTAL
 1" = 20' VERTICAL

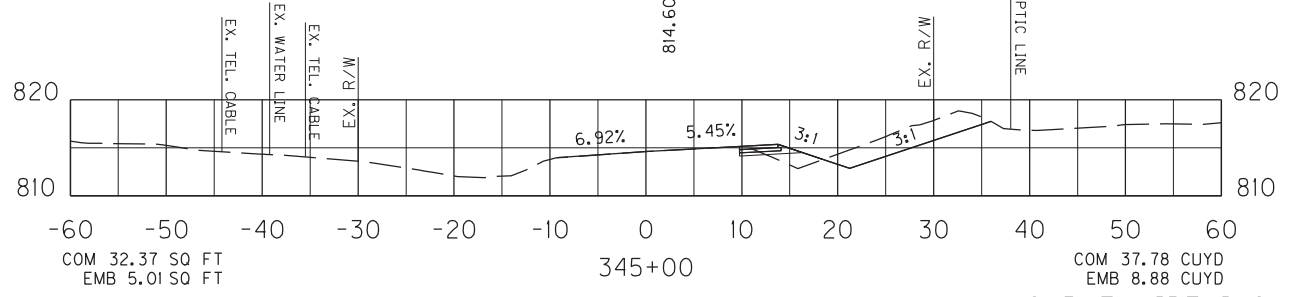
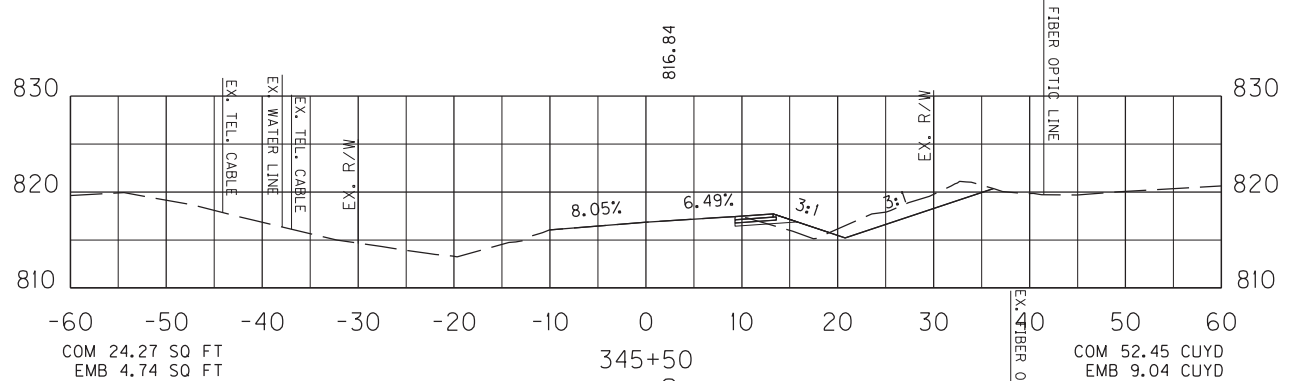
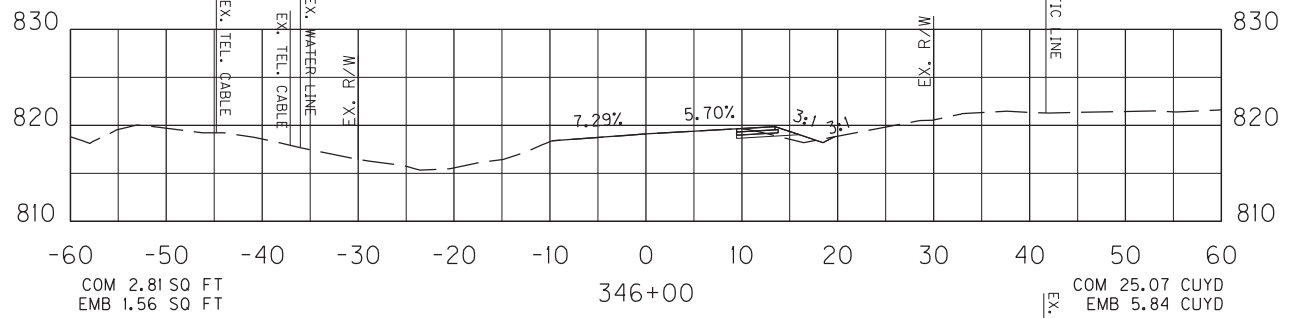
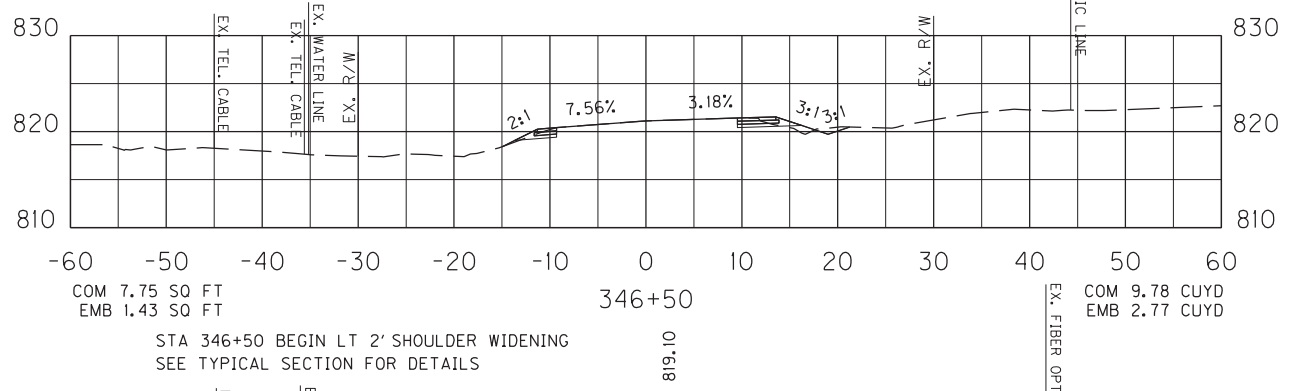
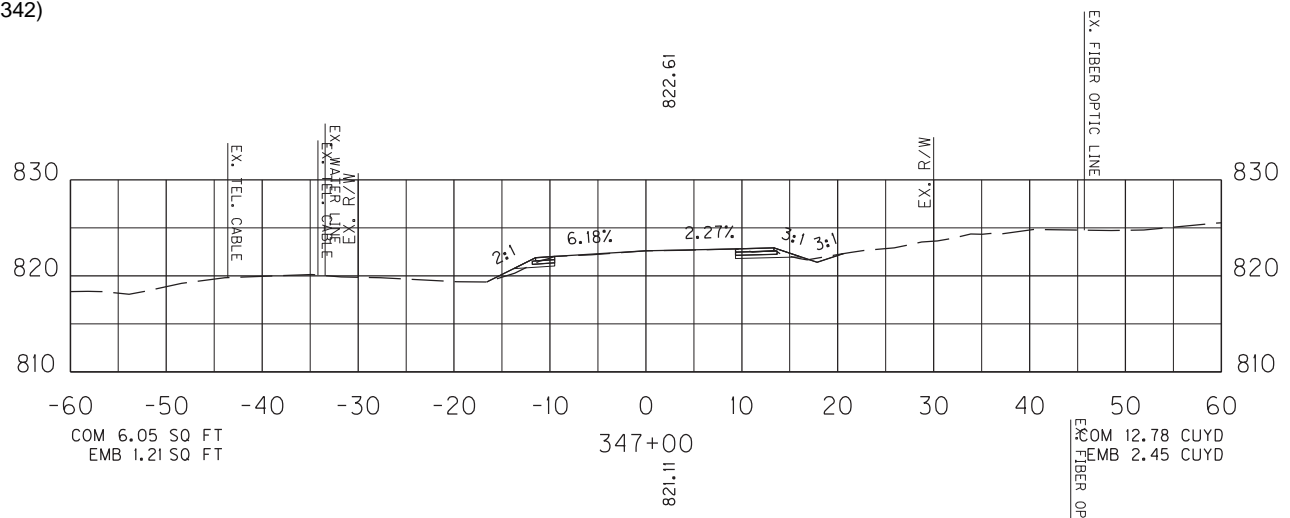
COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X16



SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X17

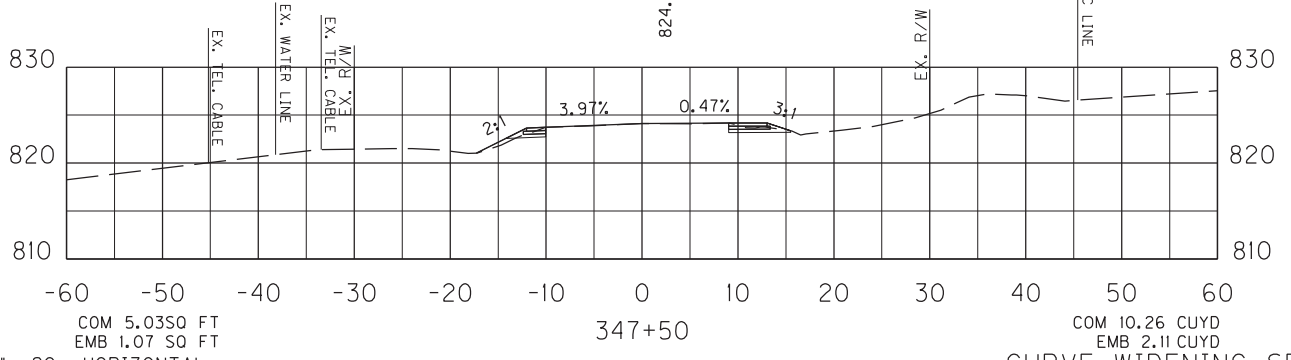
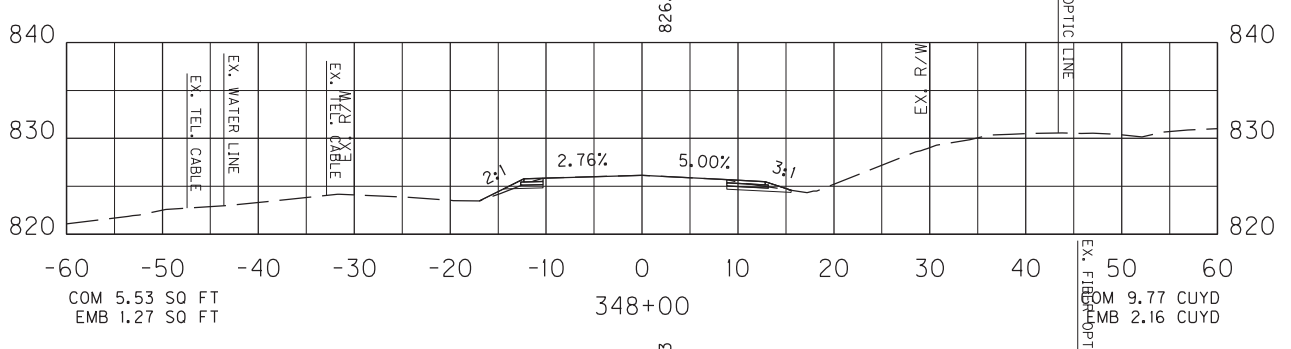
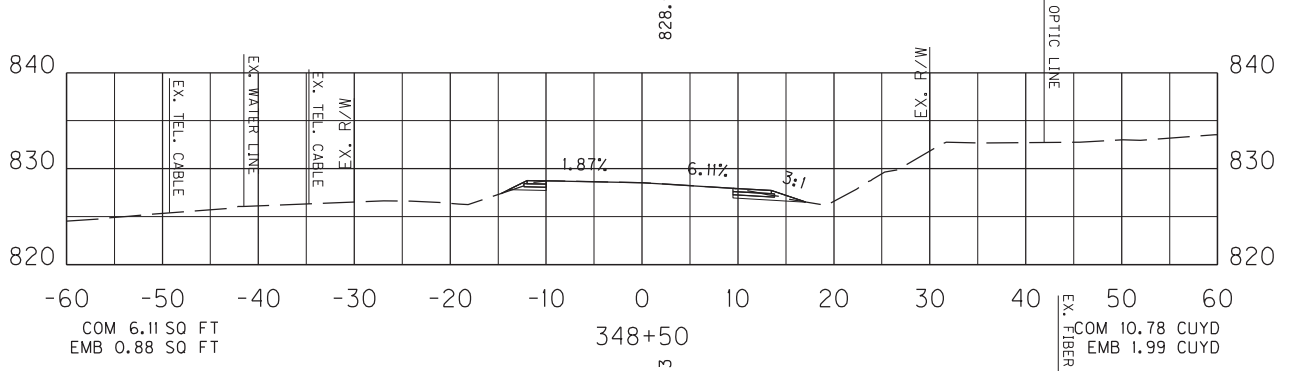
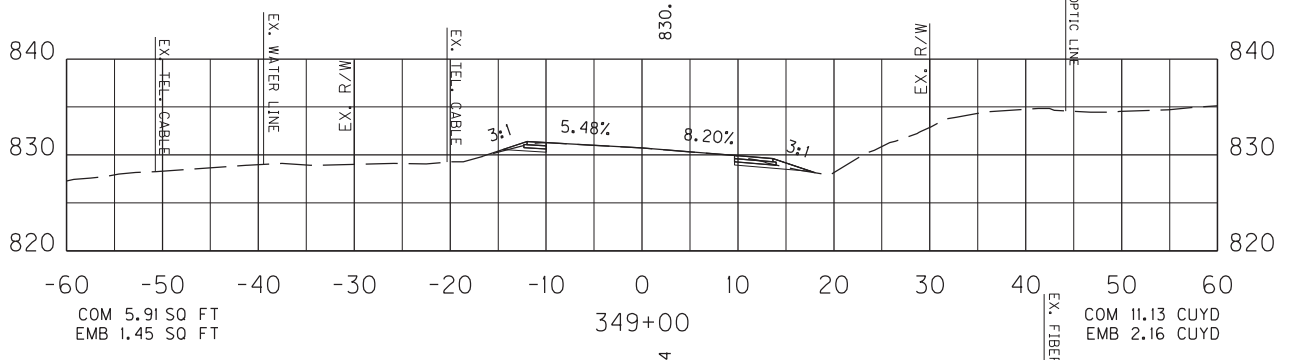
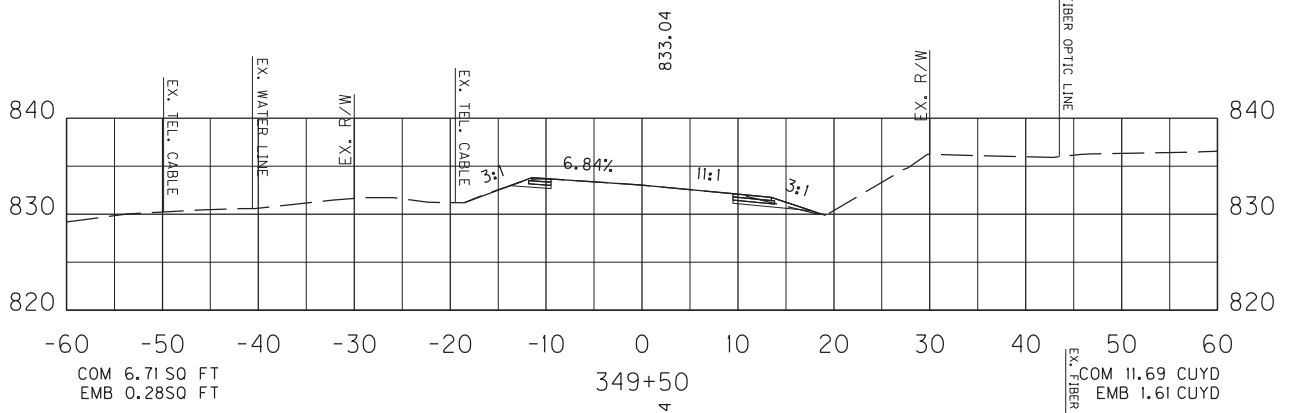
CURVE WIDENING SECTION 3
STA. 342+77 TO STA. 344+50
CROSS SECTIONS



SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X18

CURVE WIDENING SECTION 3
STA. 345+00 TO STA. 347+00
CROSS SECTIONS



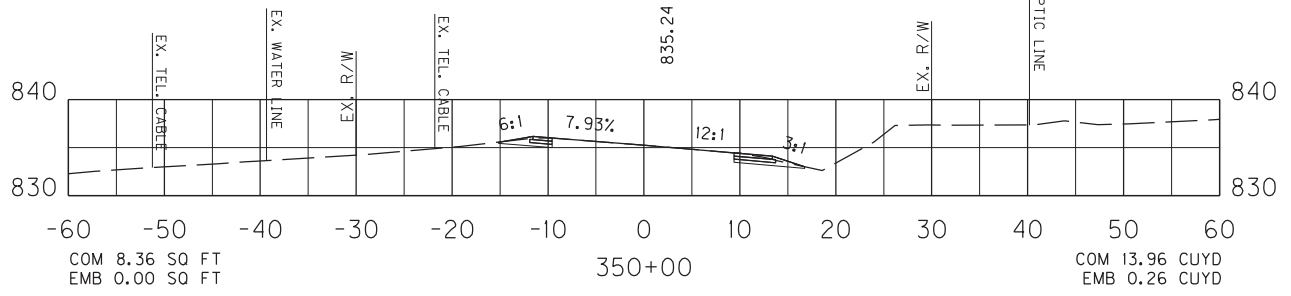
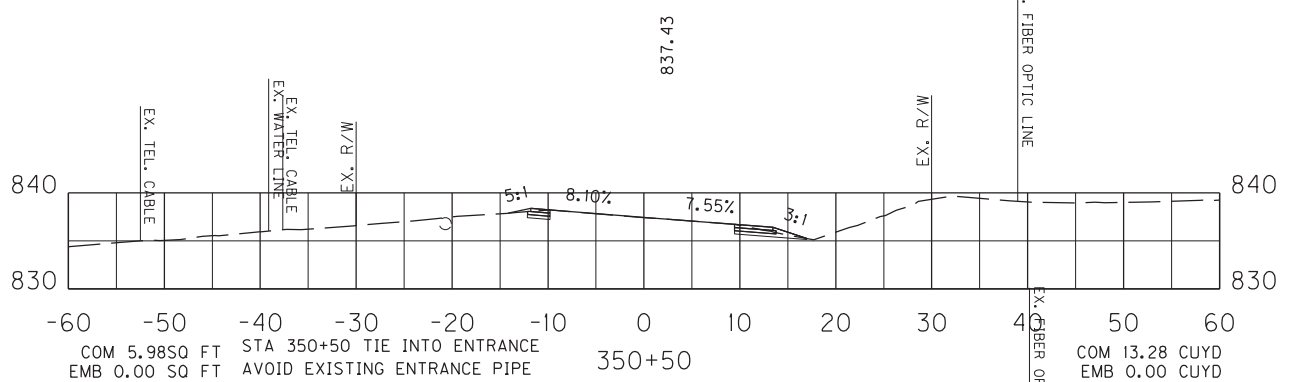
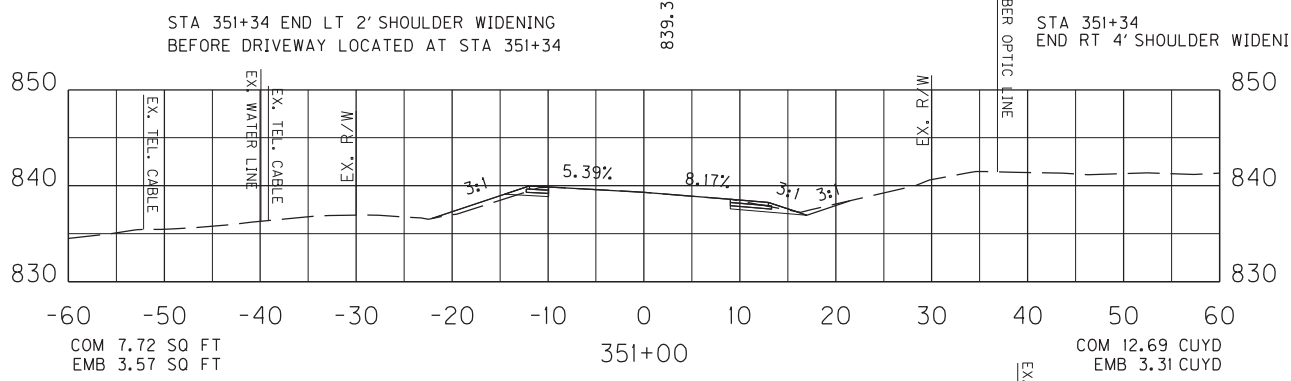
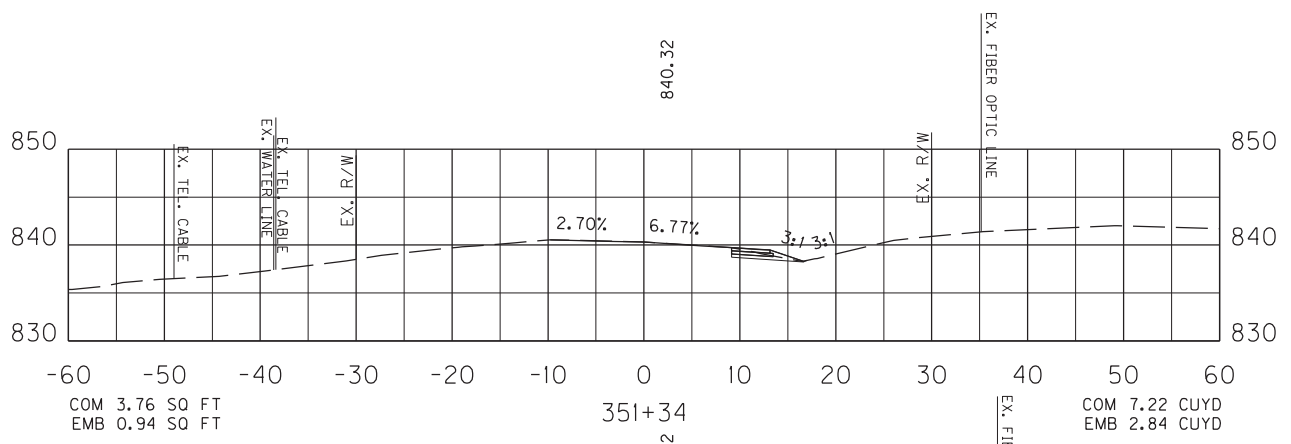
SCALE: 1" = 20'
HORIZONTAL
1" = 20'
VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X19

CURVE WIDENING SECTION 3
STA. 347+50 TO STA. 349+00
CROSS SECTIONS

PROJECT TOTALS
COM 973.89 CUYD
EMB 788.73 CUYD
G. EMB 844.72 CUYD

CURVE WIDENING SECTION 3 TOTALS
COM 288.24 CUYD
EMB 67.90 CUYD

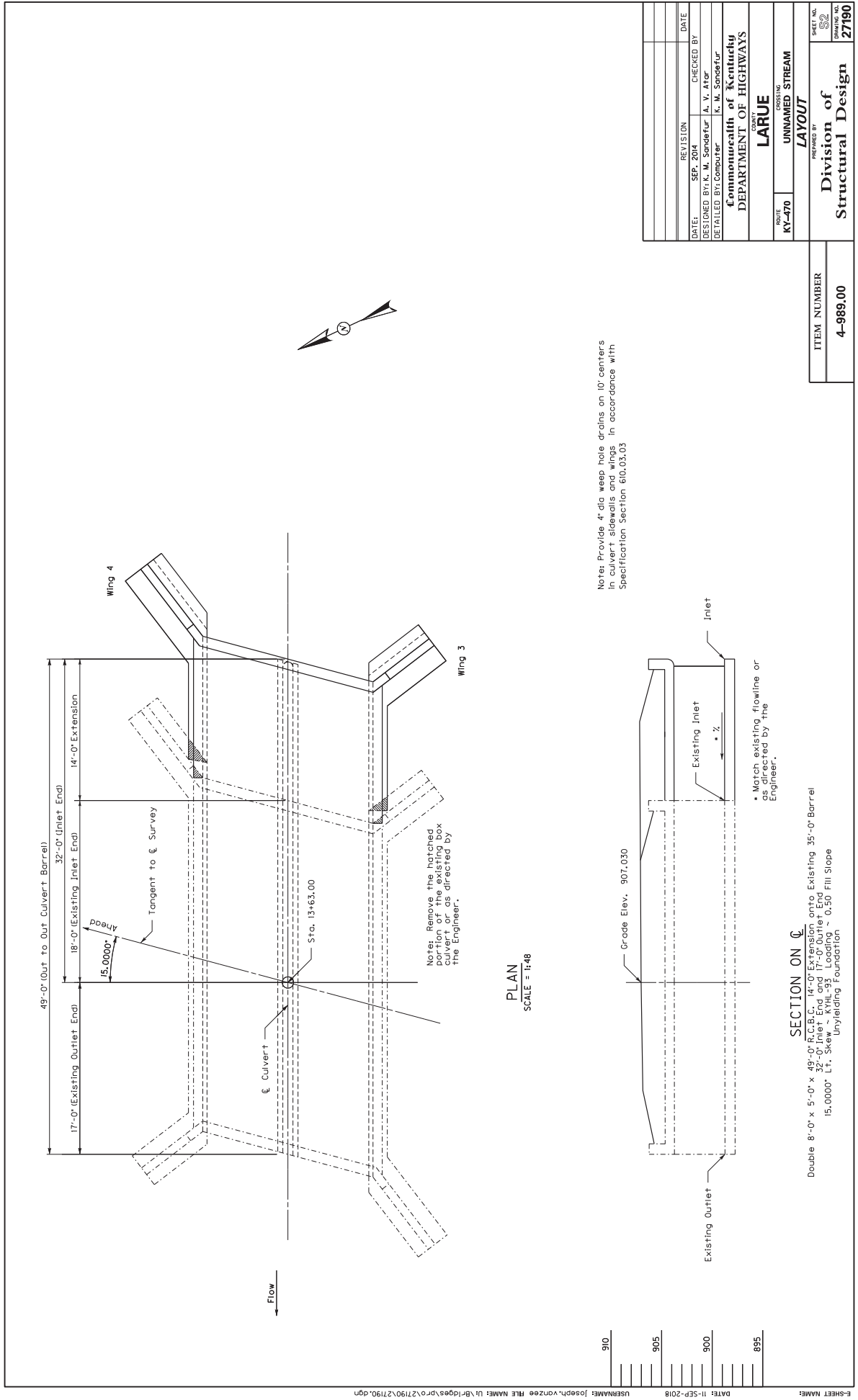


SCALE: 1" = 20 HORIZONTAL
1" = 20 VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	X20

CURVE WIDENING SECTION 3
STA. 349+50 TO STA. 351+34
CROSS SECTIONS

<p>LETTING DATE</p> <p>CONSTRUCTION PROJECT NO.</p>	<h1 style="margin: 0;">TRANSPORTATION CABINET</h1> <h2 style="margin: 0;">DEPARTMENT OF HIGHWAYS</h2> <h1 style="margin: 0;">LARUE COUNTY</h1> <h2 style="margin: 0;">BUFFALO - WHITE CITY ROAD</h2> <h3 style="margin: 0;">KY 470 OVER UNNAMED STREAM</h3> <h3 style="margin: 0;">Station 289+50</h3>	<p style="margin: 0;">INDEX OF SHEETS</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><th>Sheet No.</th><th>Title</th><th>Description</th></tr> <tr><td>2</td><td>Layout</td><td></td></tr> <tr><td>3 & 4</td><td>Barrel Details</td><td></td></tr> <tr><td>5</td><td>Wings 1 & 3</td><td></td></tr> <tr><td>6</td><td>Wings 2 & 4</td><td></td></tr> <tr><td>7</td><td>Bill of Reinforcement</td><td></td></tr> </table> <p style="margin: 0;">SPECIAL NOTES</p> <p style="margin: 0;">SPECIAL PROVISIONS</p> <p style="margin: 0;">STANDARD DRAWINGS</p> <p style="margin: 0;">RCX-306-09 Steel for Structures</p> <p style="margin: 0;">SPECIFICATIONS</p> <p style="margin: 0;">2012 Standard Specifications for Road and Bridge Construction</p> <p style="margin: 0;">2014 AASHTO LRFD Bridge Design Specifications</p>	Sheet No.	Title	Description	2	Layout		3 & 4	Barrel Details		5	Wings 1 & 3		6	Wings 2 & 4		7	Bill of Reinforcement																											
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<p>GENERAL NOTES</p> <p>SPECIFICATIONS: All references to the standard Specifications are to the current edition of the Standard Specifications for Road and Bridge Construction with current Supplemental Specifications. All references to the AASHTO are to the current edition of the AASHTO LRFD Bridge Design Specifications, with Interims.</p> <p>DESIGN LOAD: This structure is designed for HL-93 live load increased by 25%. The 25% increase is arrived by increasing the design truck or tandem and the design lane load by 25%.</p> <p>MASONRY COATING: Masonry coating will not be required for this structure.</p> <p>COMPLETION OF THE STRUCTURE: The Contractor is required to complete the structure in accordance with the plans and specifications. Material, labor or equipment used in the construction shall be the responsibility of the Contractor. The bid item most appropriate to the work involved, this may include cofferdams, shoring, excavations, backfilling, removal of all or parts of existing structures, phase construction, incidental materials, labor, or anything else required to complete the structure.</p> <p>REINFORCEMENT: Dimensions shown from the face of concrete to bars are to center of bars unless otherwise shown. Spacing of bars is from center to center unless otherwise shown. Reinforcing bars designated by suffix (e) in the Plans shall be epoxy coated in accordance with section 811.0 of the Standard Specifications. Any reinforcing bars designated by suffix (s) in a Bill of Reinforcement shall be considered a stir-up for purposes of bend diameters.</p> <p>BEVELED EDGES: All exposed edges shall be beveled 3/4" unless otherwise shown.</p> <p>DIMENSIONS: Dimensions are for a normal temperature of 60 degrees Fahrenheit. Layout dimensions are horizontal measurements.</p> <p>WEIGHT OF FILL MATERIAL: The assumed weight of fill material is 120 lbs per cubic foot.</p> <p>CONCRETE: Class "A" concrete shall be used throughout.</p> <p>CONSTRUCTION JOINTS: Vertical construction joints shall be located in the field, except that no construction joint shall be located in the barrel within six feet of the ends of the culvert.</p> <p>FOOTING PRESSURE: Foundation materials for barrel and wing footings shall resist a maximum bearing pressure of 4177 PSF.</p> <p>FOOTING REINFORCEMENT: Reinforcement in the side and center wall footings shall be #4 bars at 18 in centers in each direction or an equivalent area of welded deformed steel fabric. The bars shall extend a minimum of 12 in into wing and barrel. The reinforcement shall be Class "A".</p>		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">ESTIMATE OF QUANTITIES</th> </tr> <tr> <th>BID CODE</th> <th>ITEM</th> <th>QUANTITY UNIT</th> </tr> </thead> <tbody> <tr> <td>8100</td> <td>Class "A" Concrete</td> <td>25.4 C.Y.</td> </tr> <tr> <td>8150</td> <td>Reinforcement</td> <td>2894 Lb</td> </tr> <tr> <td>8003</td> <td>Foundation Preparation</td> <td>1 L.S.</td> </tr> <tr> <td>8002</td> <td>Structure Excavation Rock</td> <td>13 C.Y.</td> </tr> <tr> <td>2403</td> <td>Removing Concrete Masonry</td> <td>0.4 C.Y.</td> </tr> </tbody> </table> <p style="margin-top: 10px;">CULVERTS WITH UNYIELDING FOUNDATIONS: If solid rock is not encountered at the design footing elevation, soil must be excavated and backfilled with "granular embankment", non-erodible only, meeting the material requirements of Section 811.0 of the Standard Specifications. The maximum size of aggregate shall be 1 1/2 inches, with the exception that the maximum size is 4 inches. Payment for this work shall be included in the lump sum bid for Foundation Preparation.</p> <p style="margin-top: 10px;">CONSTRUCTION NOTE: Dimensions and orientation taken from existing plans, Drawing Number 8655 & Reference Drawing Number 4855. Adjust as needed based on site conditions, field measurements, and in conjunction with the Engineer.</p>	ESTIMATE OF QUANTITIES			BID CODE	ITEM	QUANTITY UNIT	8100	Class "A" Concrete	25.4 C.Y.	8150	Reinforcement	2894 Lb	8003	Foundation Preparation	1 L.S.	8002	Structure Excavation Rock	13 C.Y.	2403	Removing Concrete Masonry	0.4 C.Y.																							
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<p style="text-align: right; margin: 0;">DATE: 11-SEP-2018</p> <p style="text-align: right; margin: 0;">USERNAME: joseph.vorzea</p> <p style="text-align: right; margin: 0;">FILE NAME: U:\Bridges\p\021790\21790.dgn</p>		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">DATE: SEP 2018</td> <td style="width:50%;">REVISION</td> <td style="width:50%;">CHECKED BY</td> <td style="width:50%;">DATE</td> </tr> <tr> <td>DESIGNED BY: K. M. Seneffur</td> <td></td> <td>A. V. A. for</td> <td></td> </tr> <tr> <td>DETAILED BY: K. M. Seneffur</td> <td></td> <td>K. M. Seneffur</td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">Commonwealth of Kentucky</td> </tr> <tr> <td colspan="4" style="text-align: center;">DEPARTMENT OF HIGHWAYS</td> </tr> <tr> <td colspan="4" style="text-align: center;">LARUE</td> </tr> <tr> <td colspan="4" style="text-align: center;">PROJECT NO. UNNAMED STREAM</td> </tr> <tr> <td colspan="4" style="text-align: center;">DRAWING NO. DOUBLE 8.0 x 5.0 CULVERT</td> </tr> <tr> <td colspan="4" style="text-align: center;">PREPARED BY Division of Structural Design</td> </tr> <tr> <td colspan="4" style="text-align: center;">SHEET NO. 27190</td> </tr> <tr> <td colspan="4" style="text-align: center;">DRAWING NO. 4-989.00</td> </tr> </table>	DATE: SEP 2018	REVISION	CHECKED BY	DATE	DESIGNED BY: K. M. Seneffur		A. V. A. for		DETAILED BY: K. M. Seneffur		K. M. Seneffur		Commonwealth of Kentucky				DEPARTMENT OF HIGHWAYS				LARUE				PROJECT NO. UNNAMED STREAM				DRAWING NO. DOUBLE 8.0 x 5.0 CULVERT				PREPARED BY Division of Structural Design				SHEET NO. 27190				DRAWING NO. 4-989.00			
DATE: SEP 2018	REVISION	CHECKED BY	DATE																																											
DESIGNED BY: K. M. Seneffur		A. V. A. for																																												
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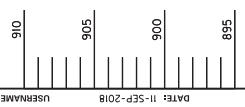
Notes: Provide 4" dia weep hole drains on 10' centers in culvert sidewalks and wings in accordance with Specification Section 610.03.03

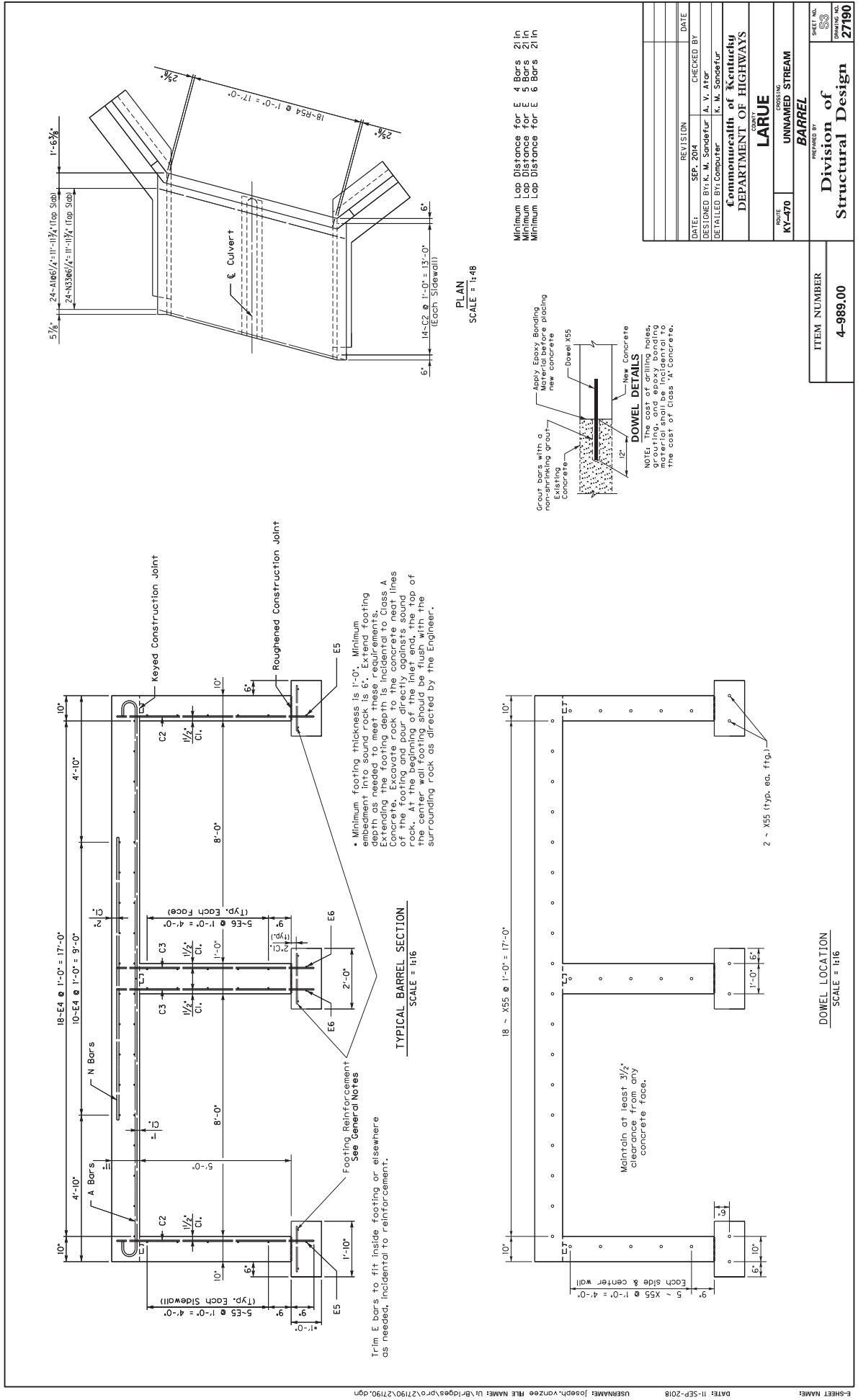
REVISION	DATE	CHECKED BY
SEP 2018		A. V. Asher
DESIGNED BY		K. M. Sanderfur
DETAILED BY		K. M. Sanderfur

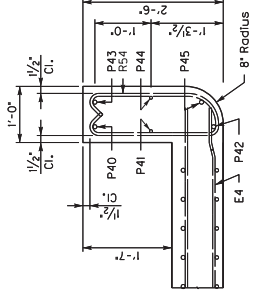
COMMUNICATED BY
LARUE
 CROSSING
 UNNAMED STREAM
 LAYOUT
 PREPARED BY
Division of Structural Design
 DEPARTMENT OF HIGHWAYS

ROUTE
 KY-470
 SHEET NO.
 27190

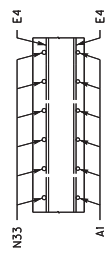
ITEM NUMBER	4-989.00
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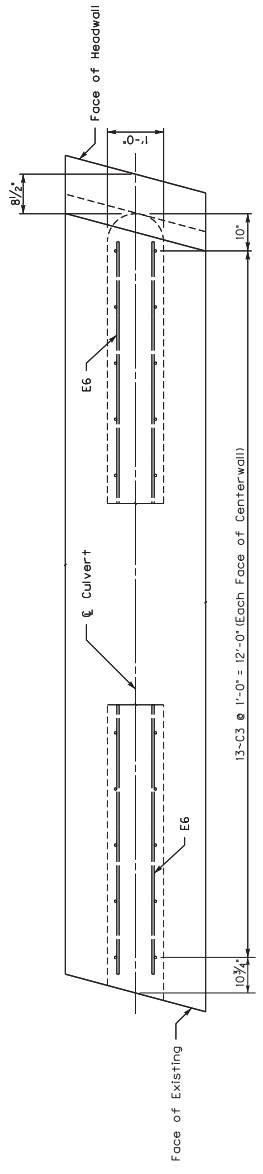
RIGHT PARAPET
SCALE = 1/12
(Perpendicular to Parapet)



SECTION ON C-C
SCALE = 1/12



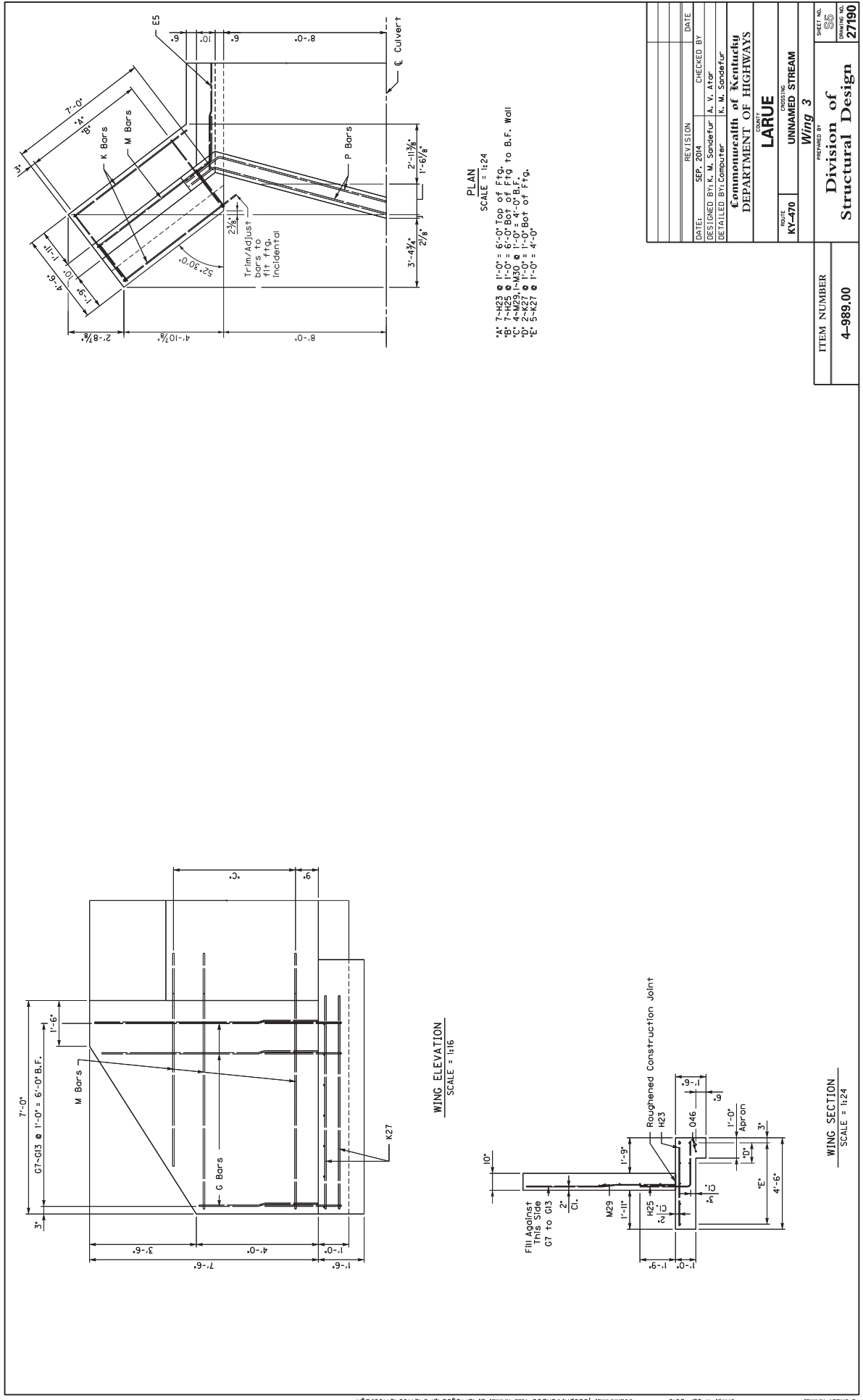
RIGHT END
SCALE = 1/12
(Perpendicular to Apron)

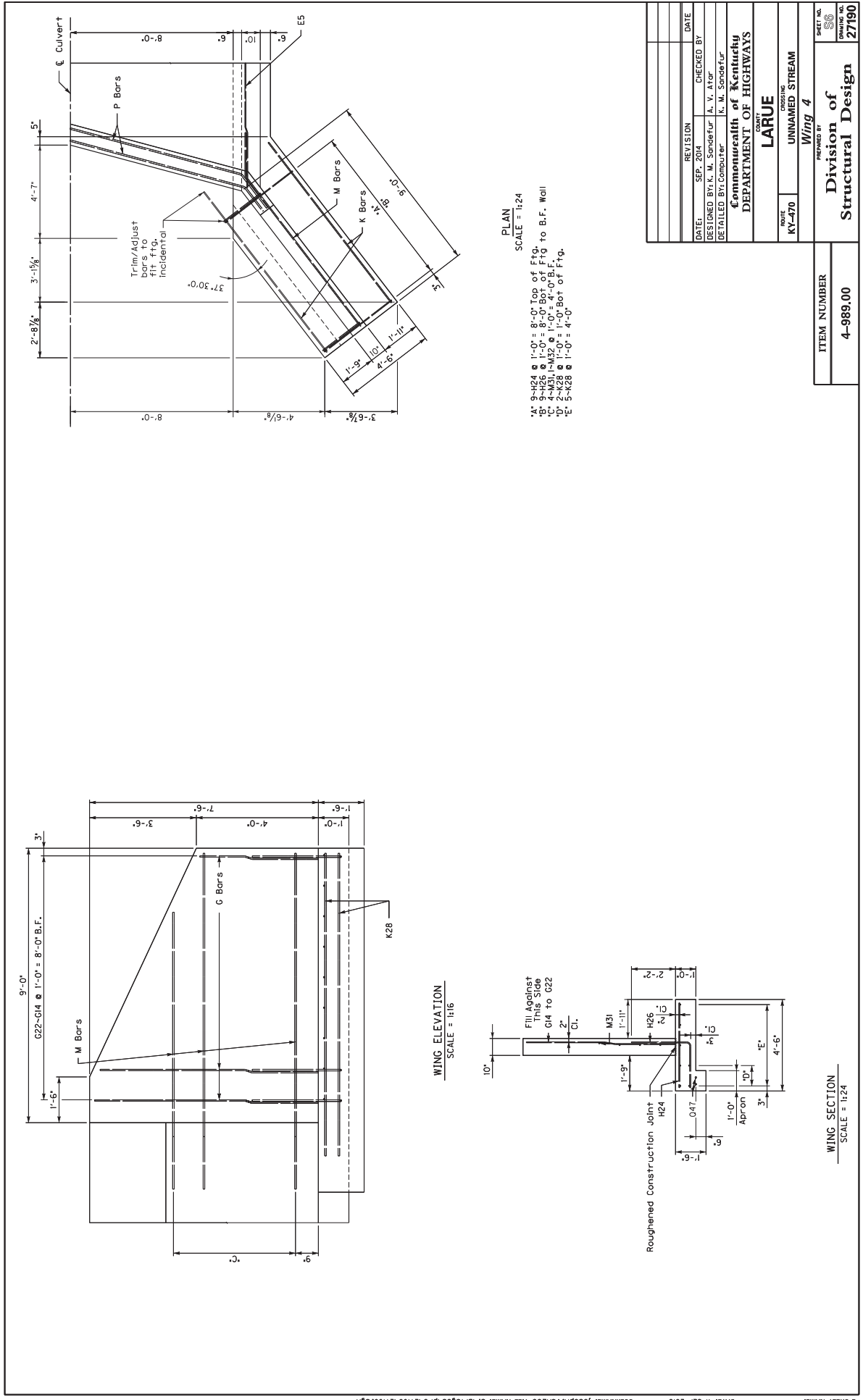


CENTERWALL
SCALE = 1/12

DATE	REVISION	CHECKED BY	DATE
SEP 2018			
DESIGNED BY: K. M. Sanderfur		A. V. A. Sanderfur	
DETAILED BY: K. M. Sanderfur		K. M. Sanderfur	
COUNTY OF LARUE CROSSING UNNAMED STREAM PREPARED BY BARREZ			
ROUTE KY-470		SHEET NO. 27190	
		DRAWING NO. 27190	
DIVISION OF LARUE DEPARTMENT OF HIGHWAYS			
PREPARED BY Division of Structural Design			

ITEM NUMBER	4-989.00
-------------	----------





PLAN
SCALE = 1:24

A: 9-H24 @ 1'-0" = 8'-0" Top of Ftg.
 B: 9-H26 @ 1'-0" = 8'-0" Bot of Ftg. to B.F. Wall
 C: 4-M31-M32 @ 1'-0" = 4'-0" B.F.
 D: 5-K28 @ 1'-0" = 4'-0"
 E: 5

WING ELEVATION
SCALE = 1:16

WING SECTION
SCALE = 1:24

DATE	REVISION	CHECKED BY	DATE
SEP 2018		A. V. A. for	
		K. M. Seneffur	
DESIGNED BY: K. M. Seneffur			
DETAILED BY: K. M. Seneffur			
COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS			
LARUE CROSSING UNNAMED STREAM			
PREPARED BY Wing 4			
ROUTE KY-470		SHEET NO. 58	
DRAWING NO. 277190		ITEM NUMBER 4-989.00	

COUNTY OF	ITEM NO.	SHEET NO.
LARUE	4-989	UT



HWY 470 WATER LINE RELOCATION PROJECT
LARUE COUNTY WATER DISTRICT #1
LARUE COUNTY, KENTUCKY

DATE: 10/20/11
 SCALE: AS NOTED
 GENERAL SUMMARY: GENERAL NOTES

JOB NO.	483
SHEET NO.	UT
OF	2

WATER GENERAL NOTES

ITEM	DESCRIPTION	UNIT	HWY 470 WIDENING	PROJECT TOTAL
14003	W CAP-EXISTING MAIN	EA	1	1
14004	W DIRECTIONAL BORE	LF	110	110
14023	W FLUSHING ASSEMBLY	EA	1	1
14089	W PIPE POLYETHYLENE/PLASTIC 06 INCH	LF	450	450
14089	W TAPPING SLEEVE AND VALVE SIZE 1	EA	1	1
14094	W TIE-IN 06 INCH	EA	1	1
14105	W VALVE 06 INCH	EA	1	1

GENERAL NOTES

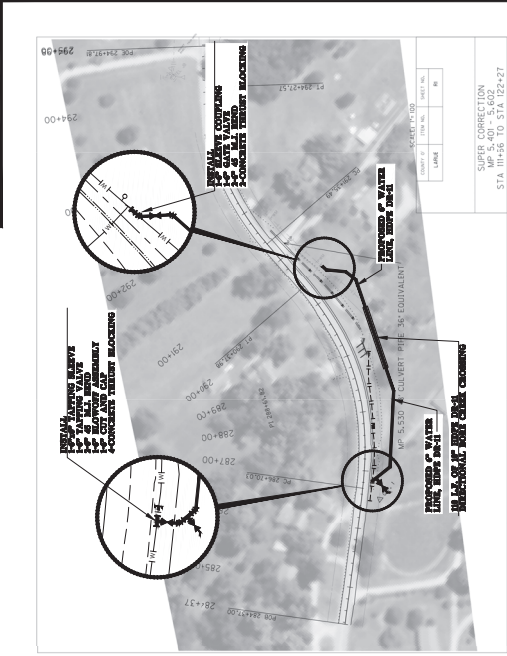
- ALL WATER MAINS SHALL BE HDPE DRI-1 UNLESS OTHERWISE NOTED ON THE PLANS.
- UNLESS OTHERWISE NOTED, A SEPARATE BID ITEM AS NOT BEEN ESTABLISHED FOR FITTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL FITTINGS, COUPLERS, ETC. CONTRACTOR SHALL INCLUDE THE COST OF THESE ITEMS IN THE UNIT PRICE BID FOR THE PIPE.
- NO PAY ITEM FOR EXTRA TRENCH DEPTH HAS BEEN ESTABLISHED. CONTRACTOR SHALL INCLUDE THE COST OF EXCAVATING TO THE REQUIRED DEPTH AND THE WATER PIPE CROSSES UNDER AN EXISTING UTILITY, CULVERT, DRAINAGE DITCH, ROADWAY, ETC.
- FINAL LOCATION OF SERVICES, GATE VALVES AND OTHER APPURTENANCES ARE TO BE FIELD LOCATED DURING CONSTRUCTION AND APPROVED BY THE ENGINEER.
- EXISTING UTILITIES, ESPECIALLY GAS LINE AND OIL LINES MAY BE CATHODICALLY PROTECTED; THEREFORE, DUCTILE IRON PIPE FITTINGS, GATE VALVES, AND/OR BOXES LAID WITHIN 50' OF THESE UTILITIES SHALL BE GALVANIZED. A SEPARATE ITEM HAS NOT BEEN ESTABLISHED. ALL COST FOR LABOR AND MATERIALS MUST BE INCLUDED IN THE UNIT PRICE BID FOR PIPE.
- ALL DAMAGE TO EXISTING UTILITIES CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- ALL CONCRETE THURST BLOCKS AND RESTRAINTS ARE NOT SHOWN ON THE DRAWINGS; HOWEVER, THURST BLOCKS SHALL BE SEED ACCORDINGLY AS SHOWN ON THE CONCRETE THURST BLOCK DETAIL. ALL CONCRETE SHALL BE READY MIX CONCRETE, MINIMUM 3000 P.S.I. FOR ALL CONCRETE. THE PIPE THURST BLOCK SHALL BE POURED IN PLACE READY MIX CONCRETE, MINIMUM 3000 P.S.I.
- THE CONTRACTOR SHALL CONFIRM ALL CONSTRUCTION ACTIVITY TO THE AREA WITHIN THE EXISTING EASEMENTS AND CONSTRUCTION LIMITS, UNLESS OTHERWISE APPROVED IN WRITING BY THE OWNER.
- THE CONTRACTOR WILL BE SOLELY LIABLE FOR ANY WORK HE PERFORMS OUTSIDE OF LEGAL EASEMENTS OR CONSTRUCTION LIMITS.
- SEPTIC SYSTEMS MAY BE LOCATED IN SOME AREAS. CONTRACTOR TO USE CAUTION IN THESE AREAS. WATER MAIN TO BE ENCASED IN CONCRETE WHEN LAID WITHIN 4' OF DRAIN LINES OR FIELDS. ALL CONSTRUCTION SHALL BE APPROVED IN WRITING BY THE OWNER. THE CONTRACTOR SHALL BE PAID AT THE UNIT PRICE BID FOR CONCRETE. NO OTHER ADDITIONAL COMPENSATION WILL BE PROVIDED.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATIONS OF ANY AND ALL UTILITIES AND TO TAKE THE NECESSARY MEASURES TO PROTECT THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORD DRAWINGS. CONTRACTOR SHALL CONTACT GENERAL UTILITIES AND NOT BE RESPONSIBLE FOR RECORD DRAWINGS. CONTRACTOR SHALL CONTACT REPRESENTATIVES OF LOCAL UTILITIES A MINIMUM OF 48 HOURS BEFORE COMMENCING WORK ON THE PROJECT.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND OBTAIN ALL NOTICES REQUIRED FOR EXECUTION OF CONSTRUCTION. CONTRACTOR SHALL PAY FOR ALL FEES AND OBTAIN ALL APPLICABLE WATER SERVICE INSPECTION FEES.
- THE APPROVAL WHERE NECESSARY PRIOR TO COMMENCEMENT OF THE WORK.

- ALL WORKING DRAWINGS ARE NOT THE ENGINEER'S WORK ON THE DRAWINGS. ADDITIONAL WORK MAY BE NECESSARY TO CONFORM WITH ELEVATIONS SHOWN AND TO MAINTAIN ADEQUATE GROUND COVER. ANY ADDITIONAL ITEMS REQUIRED SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE PIPE. THE ENGINEER RESERVES THE RIGHT TO MAKE MINOR FIELD ADJUSTMENTS IN THE WORK IN ORDER TO ACCOMPLISH THE INTENT OF THE DESIGN.
- WHERE ANY RIGHT-OF-WAY LINES ARE INDICATED THE LOCATION IS APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL FINAL RIGHT-OF-WAY LINES.
- EFFORTS HAVE BEEN MADE TO INDICATE ACCURATE LOCATIONS OF EXISTING STRUCTURES, TAPPING POINTS, AND OTHER EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING WHICH WOULD SOLELY ALTER THE DESIGN INTENT OF THE CONSTRUCTION OPERATIONS. DIMENSIONS OF EXISTING STRUCTURES AND JOB SITE RESTRICTIONS ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTING CONDITIONS AND TO MAKE ANY ADJUSTMENTS TO EXISTING STRUCTURES AND TO PROVIDE ANY FIELD NECESSARY FOR HIS CONSTRUCTION OPERATION.
- THE CONTRACTOR SHALL USE ALL POSSIBLE CARE DURING EXCAVATION ON THIS PROJECT SO AS TO AVOID DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES CAUSED DIRECTLY OR INDIRECTLY BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES CAUSED DIRECTLY OR INDIRECTLY BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL EXISTING UTILITY OWNERS AND HAVE THEM FIELD LOCATE THEIR EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- EXISTING UTILITIES REPLICATED IN THE CONSTRUCTION DRAWINGS WERE LOCATED FROM ACTUAL FIELD SURVEY DATA AND NOT FROM ANY OTHER SOURCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES SHOWN ON THE DRAWINGS. UTILITIES MAY EXIST AND NOT BE SHOWN OR ANY WORK DONE IN THESE AREAS SHALL BE DONE AT THE CONTRACTOR'S RISK AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF UTILITIES SHOWN HEREON, BUT NOT VISIBLE FROM THE SURFACE.
- THE CONTRACTOR SHALL CONFIRM ALL CONSTRUCTION ACTIVITIES TO THE AREA WITHIN EXISTING EASEMENTS AND CONSTRUCTION LIMITS. UNLESS OTHERWISE APPROVED IN WRITING BY THE OWNER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES CAUSED DIRECTLY OR INDIRECTLY BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO WORK ALL APPLICABLE DRAWINGS AND FROM APPROPRIATE REGULATIONS AS A UNIT. ANY OMISSIONS, DELETIONS, OR CONFLICTS ARISING AS A RESULT OF CONSTRUCTION SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO CORRECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORD DRAWINGS. CONTRACTOR SHALL CONTACT GENERAL UTILITIES AND NOT BE RESPONSIBLE FOR RECORD DRAWINGS. CONTRACTOR SHALL CONTACT REPRESENTATIVES OF LOCAL UTILITIES A MINIMUM OF 48 HOURS BEFORE COMMENCING WORK ON THE PROJECT.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND OBTAIN ALL NOTICES REQUIRED FOR EXECUTION OF CONSTRUCTION. CONTRACTOR SHALL PAY FOR ALL FEES AND OBTAIN ALL APPLICABLE WATER SERVICE INSPECTION FEES.
- THE APPROVAL WHERE NECESSARY PRIOR TO COMMENCEMENT OF THE WORK.

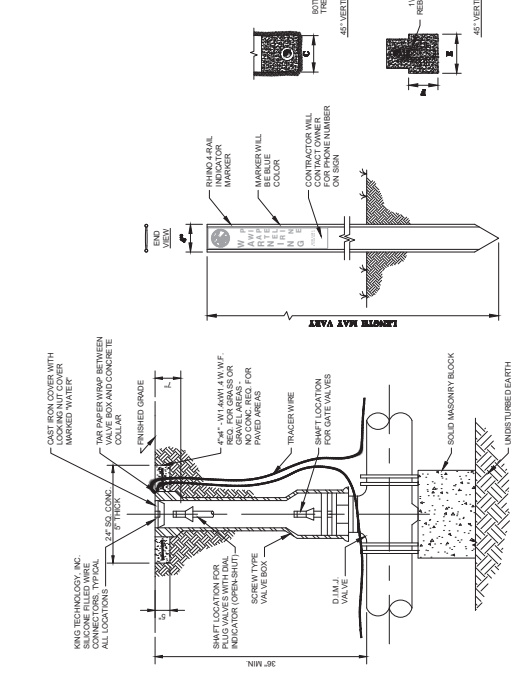
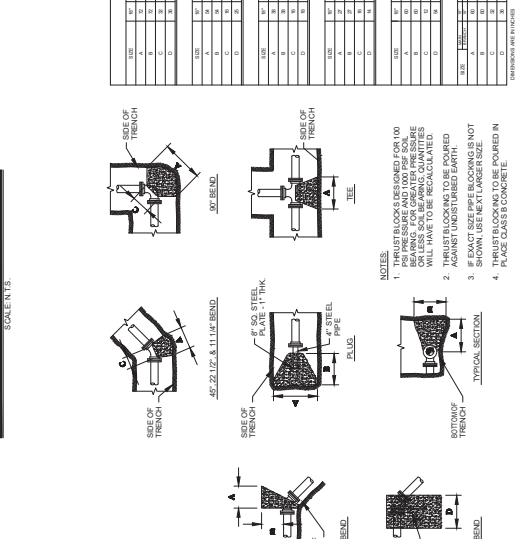
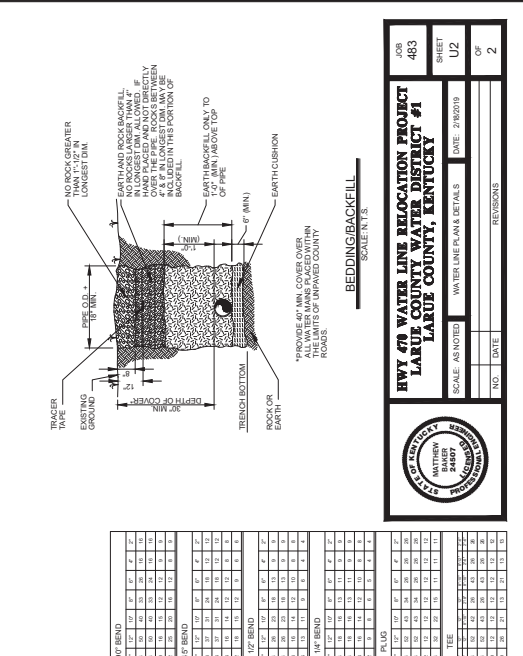
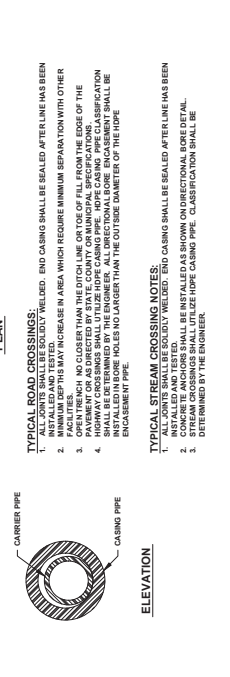
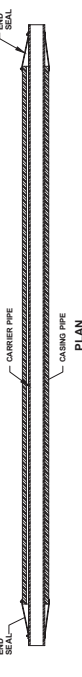
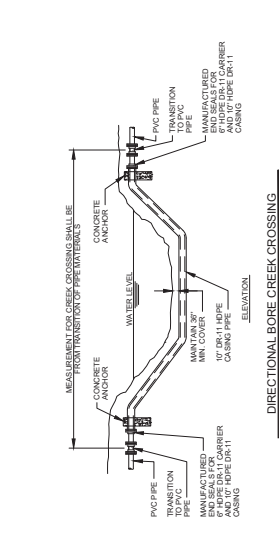
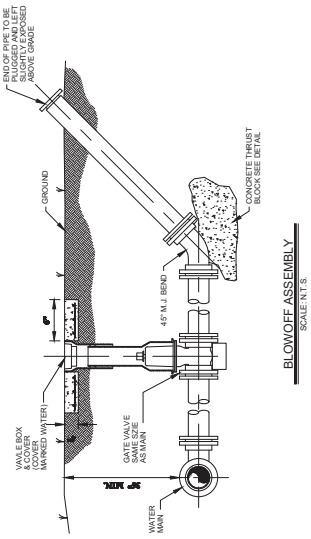
- RECORD DRAWINGS**
- THE CONTRACTOR SHALL MAINTAIN THESE PLANS & BE NECESSARY TO FIELD DRAWINGS AND PROVIDE ANY ADDITIONAL ITEMS REQUIRED SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE PIPE. THE ENGINEER RESERVES THE RIGHT TO MAKE MINOR FIELD ADJUSTMENTS IN THE WORK IN ORDER TO ACCOMPLISH THE INTENT OF THE DESIGN.
- STANDARD SPECIFICATIONS AND DRAWINGS**
- THE CONTRACTOR WILL COMPLY WITH ALL STANDARD SPECIFICATIONS AND DRAWINGS BY THE CITY OF CLARKSON. THE CONTRACTOR WILL CONTACT CANN TECH LLC FOR THE SPECIFICATIONS AND DRAWINGS.
- BEFORE YOU DIG**
- THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-325-6007 (REACH411) THE ONE CALL SYSTEM FOR ALL UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES SHOWN ON THE DRAWINGS. UTILITIES MAY EXIST AND NOT BE SHOWN OR ANY WORK DONE IN THESE AREAS SHALL BE DONE AT THE CONTRACTOR'S RISK AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF UTILITIES SHOWN HEREON, BUT NOT VISIBLE FROM THE SURFACE.
- SUBSURFACE UTILITY ENGINEERING (S.U.E.)**
- THE CONTRACTOR SHALL CONFIRM ALL CONSTRUCTION ACTIVITIES TO THE AREA WITHIN EXISTING EASEMENTS AND CONSTRUCTION LIMITS. UNLESS OTHERWISE APPROVED IN WRITING BY THE OWNER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES CAUSED DIRECTLY OR INDIRECTLY BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- GENERAL NOTES -KTC**
- THE CONTRACTOR SHALL CONFIRM ALL CONSTRUCTION ACTIVITIES TO THE AREA WITHIN EXISTING EASEMENTS AND CONSTRUCTION LIMITS. UNLESS OTHERWISE APPROVED IN WRITING BY THE OWNER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES CAUSED DIRECTLY OR INDIRECTLY BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.

PLAN - HWY 470 SUPER CORRECTION
WATER LINE SUMMARY & GENERAL NOTES

COUNTY OF	LARUE
ITEM NO.	4-989
SHEET NO.	U2



SUPER CORRECTION
MP 5.407 - 5.602
STA 11+56 TO STA 12+27



NO.	DATE	REVISIONS
1		
2		

HWY 470 WATER LINE RELOCATION PROJECT
LARUE COUNTY WATER DISTRICT #1
LARUE COUNTY, KENTUCKY

JOB NO. 483
SHEET U2 OF 2

SCALE: AS SHOWN WATER LINE PLAN & DETAILS DATE: 2/28/2011

DESIGNED BY: MATTHEW SHAW
CHECKED BY: [Signature]

PROJECT LOCATION: [Location]

PLAN - HWY 470 SUPER CORRECTION
WATER LINE PLAN & DETAILS

USER: M8
DATE PLOTTED: October 25, 2011
FILE NAME: C:\PWORK\YASHTH\0414457\KTC\SHEET.CEL

GUARDRAIL DELIVERY VERIFICATION SHEET

Contract Id: _____

Contractor: _____

Section Engineer: _____

District & County: _____

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY LEAVING PROJECT</u>	<u>QTY RECEIVED@BB YARD</u>
GUARDRAIL (Includes End treatments & crash cushions)	LF	_____	_____
STEEL POSTS	EACH	_____	_____
STEEL BLOCKS	EACH	_____	_____
WOOD OFFSET BLOCKS	EACH	_____	_____
BACK UP PLATES	EACH	_____	_____
CRASH CUSHION	EACH	_____	_____
NUTS, BOLTS, WASHERS	BAG/BCKT	_____	_____
DAMAGED RAIL TO MAINT. FACILITY	LF	_____	_____
DAMAGED POSTS TO MAINT. FACILITY	EACH	_____	_____

***Required Signatures before Leaving Project Site**

Printed Section Engineer's Representative _____ & Date _____

Signature Section Engineer's Representative _____ & Date _____

Printed Contractor's Representative _____ & Date _____

Signature Contractor's Representative _____ & Date _____

***Required Signatures after Arrival at Bailey Bridge Yard (All material on truck must be counted & the quantity received column completed before signatures)**

Printed Bailey Bridge Yard Representative _____ & Date _____

Signature Bailey Bridge Yard Representative _____ & Date _____

Printed Contractor's Representative _____ & Date _____

Signature Contractor's Representative _____ & Date _____

**Payment for the bid item remove guardrail will be based upon the quantities shown in the Bailey Bridge Yard received column. Payment will not be made for guardrail removal until the guardrail verification sheets are electronically submitted to the Section Engineer by the Bailey Bridge Yard Representative.

Completed Form Submitted to Section Engineer Date: _____ By: _____

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 2012* 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>

2016 STANDARD DRAWINGS THAT APPLY

ROADWAY ~ *BARRIERS* ~

TYPICAL BARRIER INSTALLATIONS

TYPICAL GUARDRAIL INSTALLATIONS.....	SEPIA-024
INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1.....	SEPIA-025

GUARDRAIL HARDWARE

STEEL BEAM GUARDRAIL (W-BEAM).....	SEPIA-027
GUARDRAIL COMPONENTS.....	RBR-005-11
GUARDRAIL TERMINAL SECTIONS.....	RBR-010-06
STEEL GUARDRAIL POSTS.....	SEPIA-028
GUARDRAIL END TREATMENT TYPE 7.....	SEPIA-034
DELINEATORS FOR GUARDRAIL.....	SEPIA-032

~ *DRAINAGE* ~

BOX INLETS AND OUTLETS

DROP BOX INLET TYPE 1.....	RDB-001-12
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PAVED DITCHES, FLUME INLETS AND CHANNEL LININGS

CHANNEL LINING CLASS II AND III.....	RDD-040-05
--------------------------------------	------------

TYPICAL DRAINAGE INSTALLATIONS

CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE).....	RDI-001-10
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (27" – 42" PIPE).....	RDI-002-05
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (NON-CIRULAR, 15" – 60" PIPE).....	RDI-011-03
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE.....	RDI-020-09
PIPE BEDDING, TRENCH CONDITION.....	RDI-025-05
EROSION CONTROL BLANKET SLOPE INSTALLATION.....	RDI-040-01
EROSION CONTROL BLANKET CHANNEL INSTALLATION.....	RDI-041-01

MISCELLANEOUS DRAINAGE

SILT TRAP - TYPE B.....	RDX-225-01
SILT TRAP - TYPE C.....	RDX-230-01

~ *PAVEMENT* ~

MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.

APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT.....	RPM-110-07
--	------------

TRAFFIC

~ *TEMPORARY* ~

TRAFFIC CONTROL

LANE CLOSURE MULTI-LANE HIGHWAY CASE I.....	TTC-115-03
SHOULDER CLOSURE.....	TTC-135-02

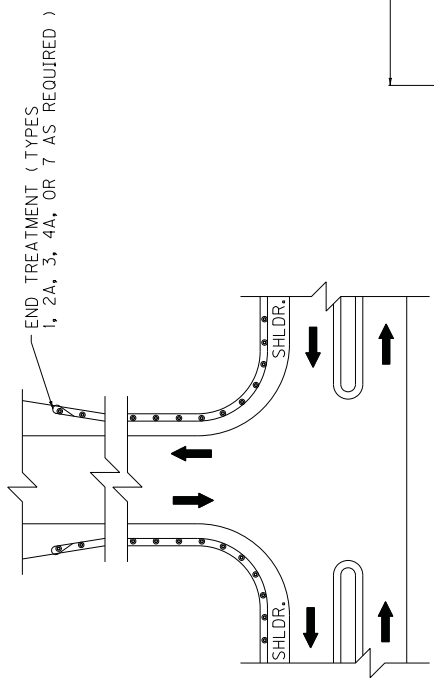
STRIPING OPERATIONS

MOBILE OPERATION FOR PAINT STRIPING CASE II.....	TTS-105-02
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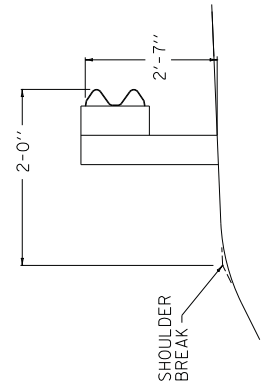
COUNTY OF	TITLING	SHEET NO.

~ NOTES ~

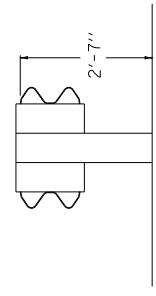
1. FOR END TREATMENT TYPE 4A USE CUR. STD. DWG. RBR-035 FOR OFFSETS.
2. THE MINIMUM LENGTH OF GUARDRAIL, INCLUDING THE END TREATMENT, PRECEDING A FIXED OBJECT IS 200 FEET: (LENGTH MAY BE REDUCED SHOULD FIELD CONDITIONS WARRANT).



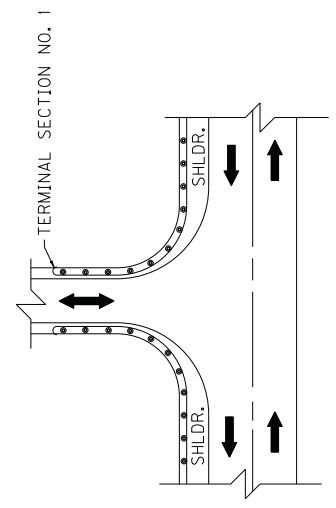
APPROACH ROADS



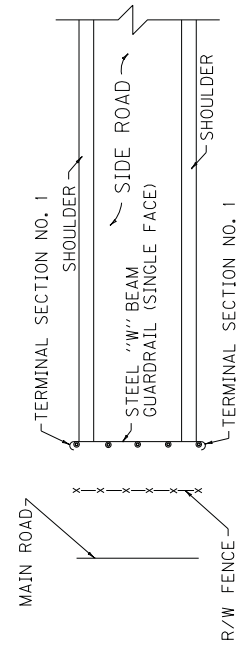
NORMAL GUARDRAIL INSTALLATION



TYPICAL DOUBLE FACE GUARDRAIL INSTALLATION



ENTRANCES



GUARDRAIL USED AS A BARRICADE

USE WITH CUR. STD. DWG.
RBI-002, RBR-035

KENTUCKY
DEPARTMENT OF HIGHWAYS

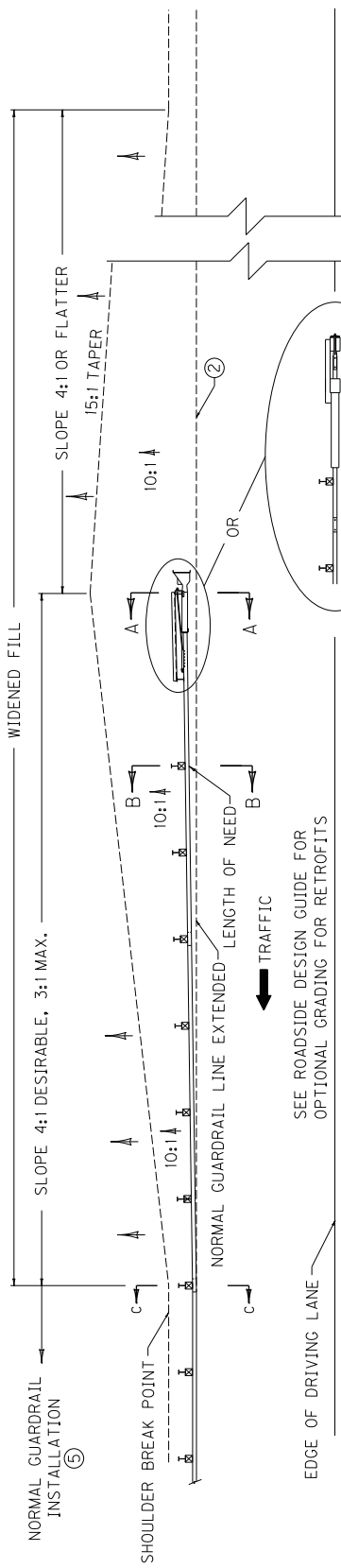
TYPICAL GUARDRAIL
INSTALLATIONS

SUBMITTED: *[Signature]*
DIRECTOR DIVISION OF DESIGN

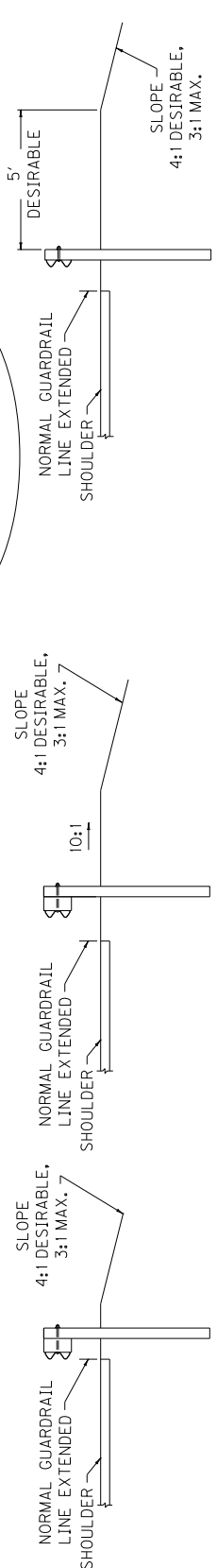
J1-17-17
DATE

024

COUNTY OF	ITEM NO.	SHEET NO.



SEE ROADSIDE DESIGN GUIDE FOR
OPTIONAL GRADING FOR RETROFITS



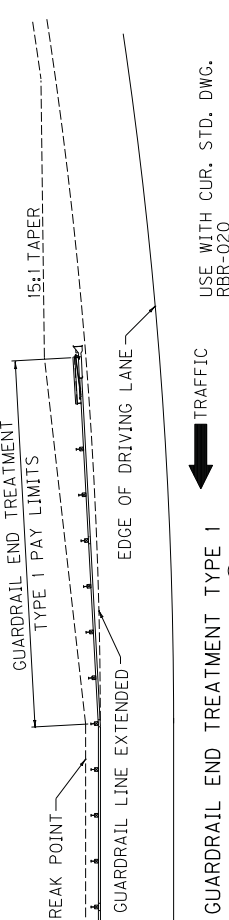
SECTION A-A

SECTION B-B

SECTION C-C

~ NOTES ~

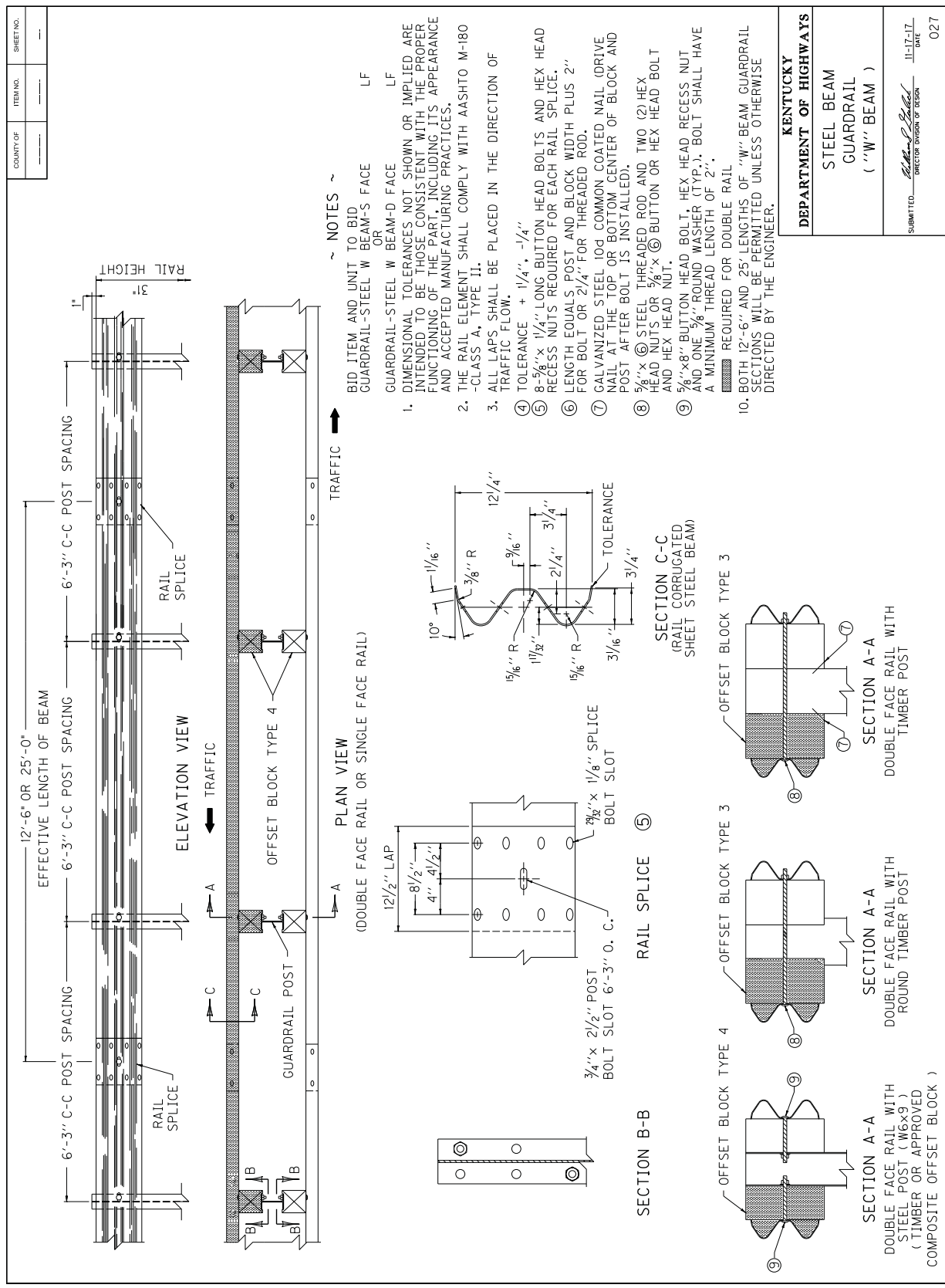
- BID ITEMS AND UNIT TO BID:
GUARDRAIL END TREATMENT TYPE 1
ROADWAY OR BORROW EXCAVATION,
OR EMBANKMENT IN PLACE
EACH
CUYD
- 1. THE MINIMUM LENGTH OF GUARDRAIL, INCLUDING THE
END TREATMENT, PRECEDING A FIXED OBJECT IS 200 FEET
(LENGTH MAY BE REDUCED SHOULD FIELD CONDITIONS
WARRANT).
- 2. GUARDRAIL EXTRUDER EDGE CLOSEST TO TRAFFIC SHALL BE PLACED
ON NORMAL GUARDRAIL LINE EXTENDED.
- 3. END TREATMENT TYPE 1 MAY BE ATTACHED TO CURVED GUARDRAIL PROVIDED CURVE
IS A 550' RADIUS OR MORE. END TREATMENT TYPE 1 SHALL BE INSTALLED ON A STRAIGHT LINE
TAPER WITHIN THE PAY LIMITS.
- 4. INTENDED USE: FILLS WITH ADEQUATE VEHICLE RECOVERY ZONE BEHIND GUARDRAIL.
- 5. FOR MAINTENANCE AND REPAIR PROJECTS, USE "GUARDRAIL SYSTEM TRANSITION "SEPIA 33",
TO TRANSITION BACK TO 27" OR 29" GUARDRAIL HEIGHT, IF ONLY THE TERMINAL IS PROPOSED
TO BE REPLACED.



USE WITH CUR. STD. DWG.
RBR-020

KENTUCKY
DEPARTMENT OF HIGHWAYS
INSTALLATION OF
GUARDRAIL
END TREATMENT
TYPE 1

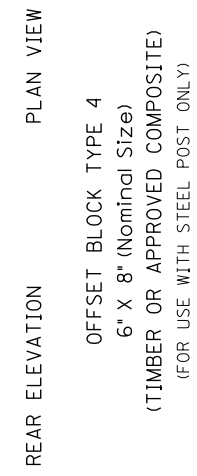
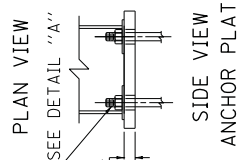
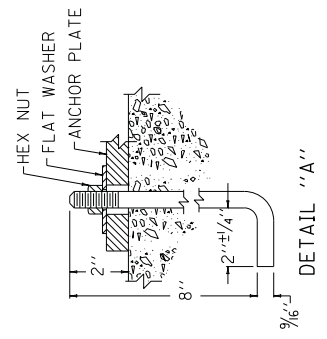
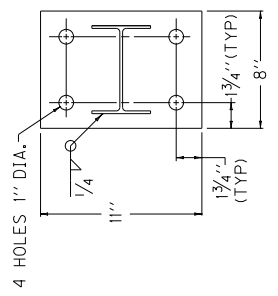
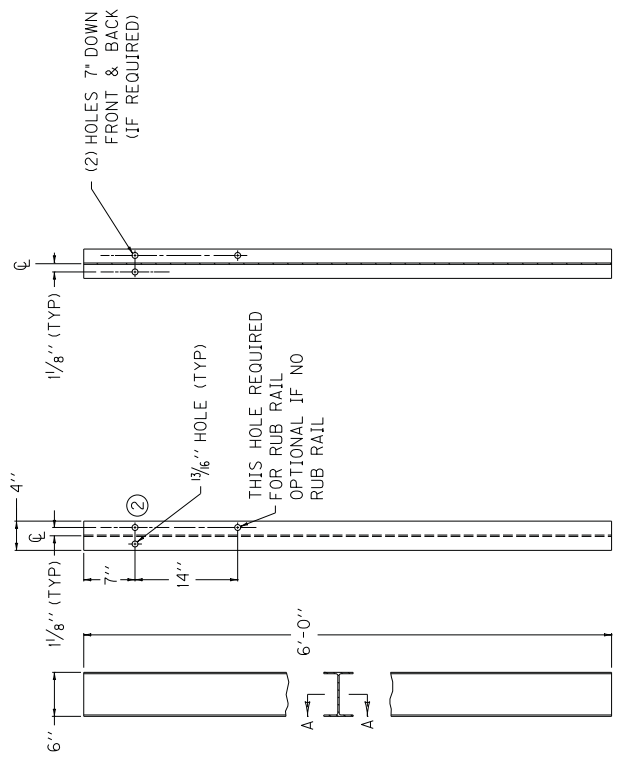
SUBMITTED: *[Signature]*
DIRECTOR IN CHARGE OF DESIGN
DATE: 11-17-17
025



COUNTY OF	ITEM NO.	SHEET NO.

DATE	028
SUBMITTED	3-06-18
DIRECTOR DIVISION OF DESIGN	

- ~ NOTES ~
- ① W6 X 8.5 IS AN ACCEPTABLE ALTERNATE.
 - ② THESE HOLES ARE REQUIRED FOR ATTACHING RAIL.
 - ③ TIMBER OR COMPOSITE BLOCKOUTS MAY BE USED WITH STEEL POST.



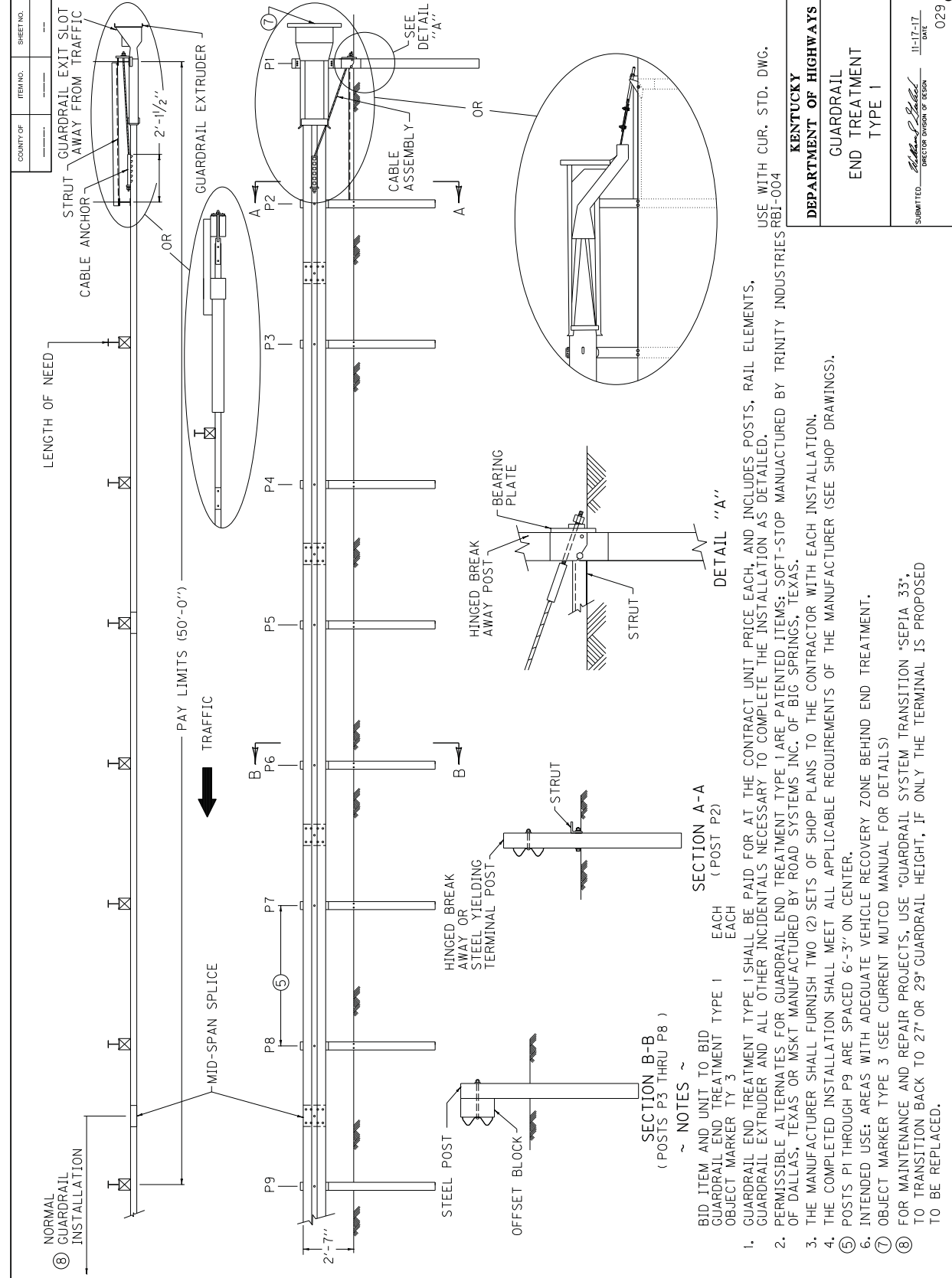
KENTUCKY
DEPARTMENT OF HIGHWAYS

STEEL
GUARDRAIL POSTS

SUBMITTED: *William P. Sells*
DIRECTOR DIVISION OF DESIGN

DATE: 3-06-18

028



USE WITH CUR. STD. DWG.
RBI-004

KENTUCKY
DEPARTMENT OF HIGHWAYS

GUARDRAIL
END TREATMENT
TYPE 1

DATE: 11-17-17
SUBMITTED: *Michael P. Scales*
DIRECTOR DIVISION OF DESIGN

029

- SECTION A-A
(POST P2)
- SECTION B-B
(POSTS P3 THRU P8)
- ~ NOTES ~
- BID ITEM AND UNIT TO BID
GUARDRAIL END TREATMENT TYPE 1 EACH
OBJECT MARKER TY 3 EACH
1. GUARDRAIL END TREATMENT TYPE 1 SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH, AND INCLUDES POSTS, RAIL ELEMENTS, GUARDRAIL EXTRUDER AND ALL OTHER INCIDENTALS NECESSARY TO COMPLETE THE INSTALLATION AS DETAILED.
 2. PERMISSIBLE ALTERNATES FOR GUARDRAIL END TREATMENT TYPE 1 ARE PATENTED ITEMS: SOFT-STOP MANUFACTURED BY TRINITY INDUSTRIES OF DALLAS, TEXAS OR MSKT MANUFACTURED BY ROAD SYSTEMS INC. OF BIG SPRINGS, TEXAS.
 3. THE MANUFACTURER SHALL FURNISH TWO (2) SETS OF SHOP PLANS TO THE CONTRACTOR WITH EACH INSTALLATION.
 4. THE COMPLETED INSTALLATION SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE MANUFACTURER (SEE SHOP DRAWINGS).
 5. POSTS P1 THROUGH P9 ARE SPACED 6'-3" ON CENTER.
 6. INTENDED USE: AREAS WITH ADEQUATE VEHICLE RECOVERY ZONE BEHIND END TREATMENT.
 7. OBJECT MARKER TYPE 3 (SEE CURRENT MUTCD MANUAL FOR DETAILS)
 8. FOR MAINTENANCE AND REPAIR PROJECTS, USE "GUARDRAIL SYSTEM TRANSITION 'SEP1A 33", TO TRANSITION BACK TO 27" OR 29" GUARDRAIL HEIGHT, IF ONLY THE TERMINAL IS PROPOSED TO BE REPLACED.

COUNTY OF	ITEM NO.	SHEET NO.

PLAN VIEW
 25:1 TAPER
 2'-0" MIN.
 8'-0" DES.
 GRADE LINE
 SOIL PLATE
 SEE DETAIL "A" FOR METAL PLATE PLACEMENT

ELEVATION VIEW
 2'-0"
 6'-0 1/2"

FRONT VIEW
 2'-0"
 1'-6"
 1/2"
 2"
 4"
 1/4"
 2 1/2"
 7/8" DIA.
 1
 6
 6

DETAIL "A"
 2'-0"
 4" 4"
 1'-0"
 3/2"
 2 1/2"
 1" DIA.
 7/8" DIA.
 1/2"
 ANCHOR PLATE ASSEMBLY ②

SIDE VIEW
 1'-0"
 6"
 3'-0"
 6'-0 1/2"
 6'-0"
 5/16"
 5

TAB PLATE
 7/8" DIA.
 1 1/4" TYP.
 2"
 4"
 5"
 3

SOIL PLATE
 10 1/4"
 3 1/2"
 7/8" DIA.
 2'-0"
 1'-6"
 9"
 5

BILL OF MATERIAL

NO.	QTY.	DESCRIPTION
①	1	W6x15 W-BEAM
②	1	2' x 1' x 1/2" ANCHOR PLATE ASSEMBLY
③	2	4" x 5" x 1/2" TAB PLATE
④	2	3/4" DIA. x 2 1/2" HEAVY HEX HD BOLT w/NUT & (2) FLAT WASHERS
⑤	1	2' x 18" x 1/4" SOIL PLATE
⑥	2	3/4" DIA. x 2" HEAVY HEX HD BOLT w/NUT & (2) FLAT WASHERS

ANCHOR PLATE ASSEMBLY ②
 USE WITH CUR. STD. DWG. RBR-001, RBR-005, RBR-010 RBR-015, RBR-050
KENTUCKY DEPARTMENT OF HIGHWAYS
 GUARDRAIL END TREATMENT TYPE 7 ALTERNATE ANCHOR

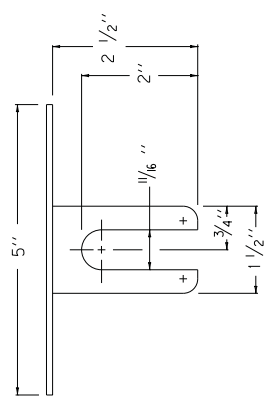
NOTES ~
 BID ITEM AND UNIT TO BID EACH GUARDRAIL END TREATMENT TYPE 7 SHALL BE TO THE PAY LIMITS AS DETAILED AND THE CONTRACT UNIT PRICE EACH SHALL INCLUDE TERMINAL SECTION NO. 2, STEEL "W" BEAM GUARDRAIL (SINGLE FACE), GUARDRAIL POSTS, MI, STEEL ANCHOR PLATE AND POST, SOIL PLATE, TAB PLATES, EXCAVATION, LABOR, HARDWARE AND ALL INCIDENTALS NECESSARY FOR THE INSTALLATION.
 7. SPLICE BOLTS AT TERMINAL SECTION NO. 2 SHALL BE LOOSELY TIGHTENED AND CENTERED TO ALLOW MAXIMUM MOVEMENT DUE TO EXPANSION. ONE (1) 1/6" ROUND WASHER AND (1) RECTANGULAR PLATE WASHER REQUIRED FOR EACH SPLICE BOLT, AT TERMINAL SECTION NO. 2.
 8. THE DESIRABLE OFFSET DISTANCE FROM THE NORMAL GUARDRAIL LINE SHALL BE 4'-0". THE MINIMUM OFFSET DISTANCE FROM THE NORMAL GUARDRAIL LINE IS ZERO FEET.
 9. SEE CUR. STD. DWG. RBR-001, RBR-005, RBR-010 AND RBR-015 FOR APPLICABLE DETAILS AND SPECIFICATIONS.
 11. LEAVE CLEARANCE IN BETWEEN TAB PLATES FOR GALVANIZED W6 x 15 W-BEAM POST.

SUBMITTED: *[Signature]*
 DIRECTOR DIVISION OF DESIGN
 DATE: 11-17-17
 031

COUNTY OF	ITEM NO.	SHEET NO.

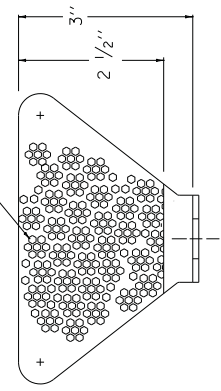
~ NOTES ~

- BID ITEMS AND UNIT TO BID
 DELINEATOR FOR GUARDRAIL B/W EACH
 DELINEATOR FOR GUARDRAIL M/W EACH
 DELINEATOR FOR GUARDRAIL M/Y EACH
- DELINEATORS SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE EACH AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR ONE COMPLETE INSTALLATION.
 - DELINEATOR SHAPE AND DIMENSIONS ARE SHOWN FOR ILLUSTRATION PURPOSES ONLY. TYPES OF DELINEATORS PERMITTED SHALL BE FROM THE LIST OF APPROVED MATERIALS.
 - GUARDRAIL DELINEATORS SHALL BE REQUIRED ON ALL GUARDRAIL.
 - DELINEATORS SHALL NOT BE INSTALLED WITHIN THE PAY LIMITS OF THE END TREATMENT.
 - DELINEATORS SHALL BE MANUFACTURED FROM 12 GA. GALVANIZED STEEL.
 - DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MANUFACTURER'S TOLERANCES.
 - 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.
 - DELINEATORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

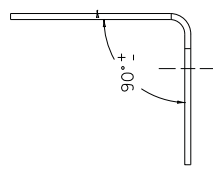


PLAN VIEW

TYPE IX SHEETING,
YELLOW OR WHITE

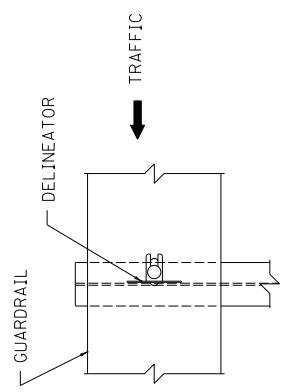


FRONT VIEW

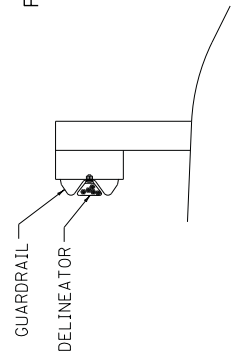


SIDE VIEW

DIMENSIONS SHOWN ARE FOR ONE VERSION OF A WEB-MOUNTED GUARDRAIL DELINEATOR. DELINEATORS WITH ALTERNATE DIMENSIONS MAY BE CONSIDERED FOR INCLUSION ON THE APPROVED PRODUCTS LIST.

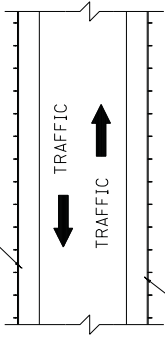


FRONT VIEW

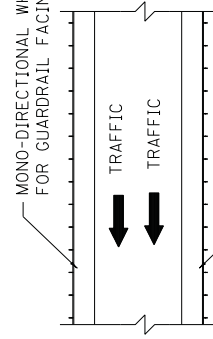


SIDE VIEW

BI-DIRECTIONAL WHITE DELINEATOR FOR GUARDRAIL FACING TRAFFIC



BI-DIRECTIONAL WHITE DELINEATOR FOR GUARDRAIL FACING TRAFFIC



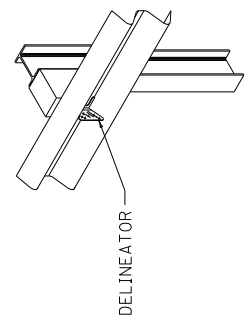
MONO-DIRECTIONAL WHITE DELINEATOR FOR GUARDRAIL FACING TRAFFIC

MONO-DIRECTIONAL YELLOW DELINEATOR FOR GUARDRAIL FACING TRAFFIC

PLACEMENT OF DELINEATORS FOR GUARDRAIL

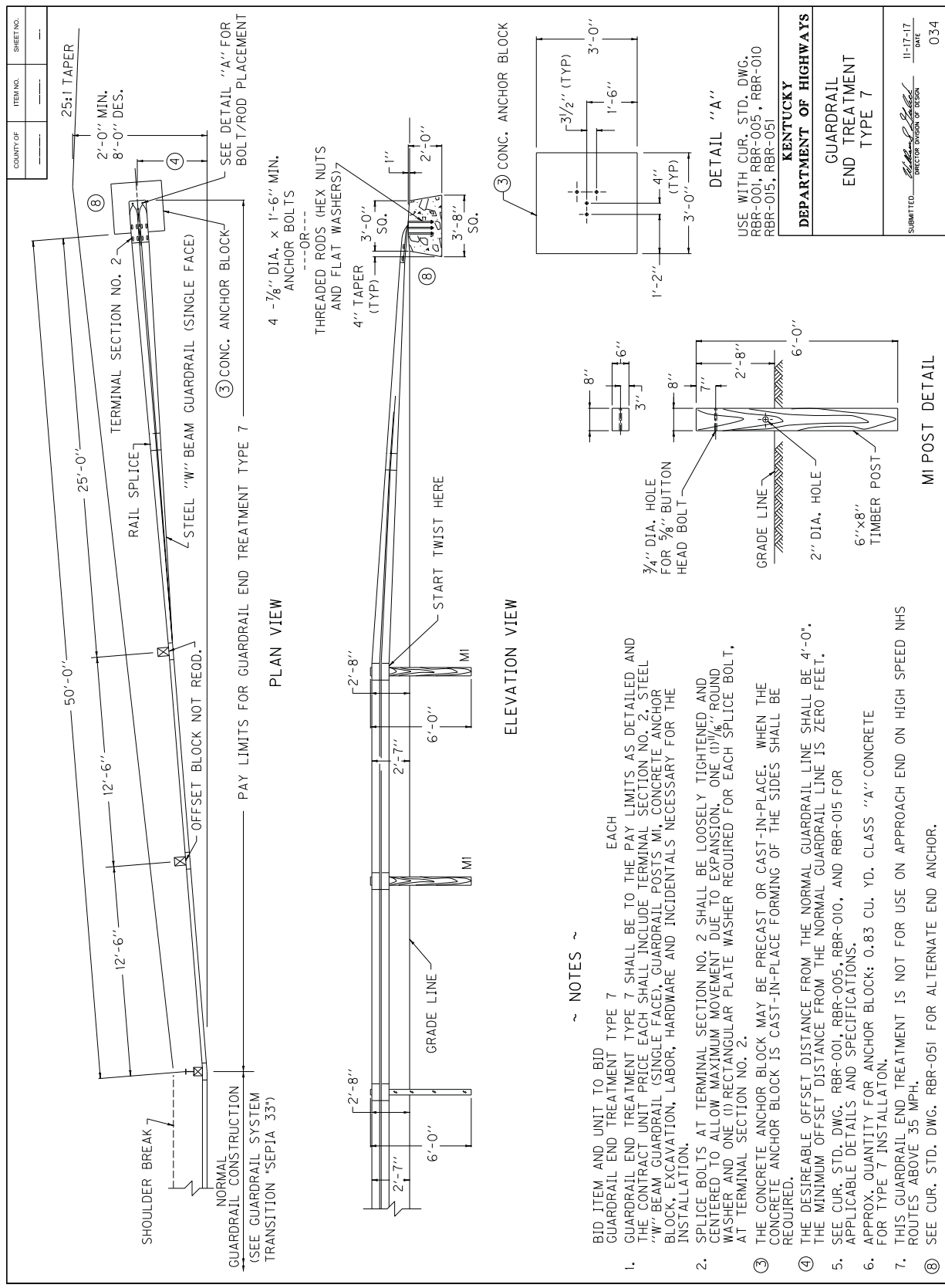
APPROXIMATE DELINEATOR SPACING	
TANGENT	100'
CURVE	50'

SPACING SHOULD BE ADJUSTED IN CURVES SO THAT SEVERAL DELINEATORS ARE ALWAYS SIMULTANEOUSLY VISIBLE TO THE ROAD USER.



ISOMETRIC VIEW
USE WITH CUR. STD. DWGS.
RBM-020, RBR-060

KENTUCKY	
DEPARTMENT OF HIGHWAYS	
DELINEATORS FOR GUARDRAIL	
SUBMITTED: <i>Mark P. Pickett</i>	DATE: 11-17-12
DIRECTOR DIVISION OF DESIGN 032	



~ NOTES ~

- BID ITEM AND UNIT TO BID GUARDRAIL END TREATMENT TYPE 7 EACH THE CONTRACT UNIT PRICE EACH SHALL BE TO THE PAY LIMITS AS DETAILED AND "W" BEAM GUARDRAIL (SINGLE FACE) GUARDRAIL POSTS MI, CONCRETE ANCHOR BLOCK, EXCAVATION, LABOR, HARDWARE AND INCIDENTALS NECESSARY FOR THE INSTALLATION.
- SPLICE BOLTS AT TERMINAL SECTION NO. 2 SHALL BE LOOSELY TIGHTENED AND CENTERED TO ALLOW MAXIMUM MOVEMENT DUE TO EXPANSION. ONE (1) 1/8" ROUND WASHER AND ONE (1) RECTANGULAR PLATE WASHER REQUIRED FOR EACH SPLICE BOLT, AT TERMINAL SECTION NO. 2.
- THE CONCRETE ANCHOR BLOCK MAY BE PRECAST OR CAST-IN-PLACE. WHEN THE CONCRETE ANCHOR BLOCK IS CAST-IN-PLACE FORMING OF THE SIDES SHALL BE REQUIRED.
- THE DESIRABLE OFFSET DISTANCE FROM THE NORMAL GUARDRAIL LINE SHALL BE 4'-0". THE MINIMUM OFFSET DISTANCE FROM THE NORMAL GUARDRAIL LINE IS ZERO FEET.
- SEE CUR. STD. DWG. RBR-001, RBR-005, RBR-010, AND RBR-015 FOR APPLICABLE DETAILS AND SPECIFICATIONS.
- APPROX. QUANTITY FOR ANCHOR BLOCK: 0.83 CU. YD. CLASS "A" CONCRETE FOR TYPE 7 INSTALLATION.
- THIS GUARDRAIL END TREATMENT IS NOT FOR USE ON APPROACH END ON HIGH SPEED NHS ROUTES ABOVE 35 MPH.
- SEE CUR. STD. DWG. RBR-051 FOR ALTERNATE END ANCHOR.

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

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.

ATTACHMENTS

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

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.

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).

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 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.

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.

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

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.

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).

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

General Decision Number: KY190038 02/15/2019 KY38

Superseded General Decision Number: KY20180100

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	02/15/2019

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 COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 27.81	13.01

BRKY0007-004 06/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.98	19.02

BRKY0017-004 06/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 26.47	12.76

CARP0064-001 05/01/2015

	Rates	Fringes
CARPENTER.....	\$ 27.50	16.06
Diver.....	\$ 41.63	16.06
PILEDRIVERMAN.....	\$ 27.75	16.06

ELEC0212-008 06/04/2018

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 28.39	18.98

* ELEC0212-014 11/26/2018

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0317-012 06/01/2018		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen) Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 33.75	20.03

ELEC0369-007 05/30/2018		

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.....	\$ 31.66	17.01

* ELEC0575-002 12/31/2018

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.75	16.69

ENGI0181-018 07/01/2017		

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1.....	\$ 31.95	15.15
GROUP 2.....	\$ 29.09	15.15
GROUP 3.....	\$ 29.54	15.15
GROUP 4.....	\$ 28.77	15.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
 Batcher Plant; Bituminous Paver; Bituminous Transfer
 Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
 Scoop; Carry Deck Crane; Central Compressor Plant; Cherry
 Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);
 Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;
 Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &
 Trenching Machine; Dragline; Dredge Operator; Dredge
 Engineer; Elevating Grader & Loaders; Grade-All; Gurries;
 Heavy Equipment Robotics Operator/Mechanic; High Lift;
 Hoe-Type Machine; Hoist (Two or More Drums); Hoisting
 Engine (Two or More Drums); Horizontal Directional Drill

Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2018

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.....	\$ 26.76	21.20
Structural.....	\$ 28.17	21.20

 IRON0070-006 06/01/2018

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.....	\$ 28.79	22.50

 IRON0769-007 06/01/2018

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

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 31.67	25.27
ZONE 2.....	\$ 31.67	25.27
ZONE 3.....	\$ 31.67	25.27

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

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

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

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

 LAB00189-008 07/01/2018

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

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

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

Air); Water Blaster

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

LABO0189-009 07/01/2018

BRECKINRIDGE & GRAYSON COUNTIES

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

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

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

Blasters; Troxler & Concrete Tester if Laborer is Utilized

 PAIN0012-005 06/11/2005

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

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

 PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

 PAIN0118-004 06/01/2018

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

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

 PAIN1072-003 12/01/2018

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

Rates Fringes

Painters:

Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 33.33	18.50
Power Generating Facilities.	\$ 30.09	18.50

 PLUM0248-003 06/01/2018

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

Rates Fringes

Plumber and Steamfitter.....	\$ 36.00	20.23
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 PLUM0392-007 06/01/2018

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

Rates Fringes

Plumbers and Pipefitters.....	\$ 32.01	19.67
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 PLUM0502-003 08/01/2018

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.....	\$ 34.62	20.78
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 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.

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

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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 after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

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

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

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

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

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

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

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

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

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

PART IV
INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) **KENTUCKY WORKMEN'S COMPENSATION INSURANCE.** The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V
BID ITEMS

PROPOSAL BID ITEMS

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Report Date 4/24/19

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	1,450.00	TON		\$	
0020	00190		LEVELING & WEDGING PG64-22	515.00	TON		\$	
0030	00212		CL2 ASPH BASE 1.00D PG64-22	1,320.00	TON		\$	
0035	24970EC		ASPHALT MATERIAL FOR TACK NON-TRACKING (ADDED: 4-24-19)	1.10	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0040	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	8.00	EACH		\$	
0050	02099		CEM CONC ENT PAVEMENT-6 IN	35.00	SQYD		\$	
0060	02159		TEMP DITCH	1,844.00	LF		\$	
0070	02160		CLEAN TEMP DITCH	922.00	LF		\$	
0080	02223		GRANULAR EMBANKMENT	845.00	CUYD		\$	
0090	02230		EMBANKMENT IN PLACE	1,763.00	CUYD		\$	
0100	02259		FENCE-TEMP	1,784.00	LF		\$	
0110	02268		REMOVE & REPLACE FENCE (6 STRAND BARBED WIRE)	338.00	LF		\$	
0120	02268		REMOVE & REPLACE FENCE (7 STRAND BARBED WIRE)	359.00	LF		\$	
0130	02268		REMOVE & REPLACE FENCE (HIGH TENSILE STRAND)	359.00	LF		\$	
0140	02268		REMOVE & REPLACE FENCE (WOVEN WIRE)	728.00	LF		\$	
0150	02351		GUARDRAIL-STEEL W BEAM-S FACE	400.00	LF		\$	
0160	02360		GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH		\$	
0170	02381		REMOVE GUARDRAIL	400.00	LF		\$	
0180	02562		TEMPORARY SIGNS	200.00	SQFT		\$	
0190	02650		MAINTAIN & CONTROL TRAFFIC (LARUE KY 470)	1.00	LS		\$	
0200	02701		TEMP SILT FENCE	1,844.00	LF		\$	
0210	02703		SILT TRAP TYPE A	4.00	EACH		\$	
0220	02704		SILT TRAP TYPE B	4.00	EACH		\$	
0230	02705		SILT TRAP TYPE C	4.00	EACH		\$	
0240	02706		CLEAN SILT TRAP TYPE A	4.00	EACH		\$	
0250	02707		CLEAN SILT TRAP TYPE B	4.00	EACH		\$	
0260	02708		CLEAN SILT TRAP TYPE C	4.00	EACH		\$	
0270	02726		STAKING (LARUE KY 470)	1.00	LS		\$	
0280	03269		TRIM & REMOVE TREES & BRUSH	1,584.00	LF		\$	
0290	05950		EROSION CONTROL BLANKET	1,866.00	SQYD		\$	
0300	05952		TEMP MULCH	11,778.00	SQYD		\$	
0310	05953		TEMP SEEDING AND PROTECTION	8,833.00	SQYD		\$	
0320	05964		MAINTENANCE FERTILIZER	.50	TON		\$	
0330	05985		SEEDING AND PROTECTION	7,502.00	SQYD		\$	
0340	05990		SODDING	2,050.00	SQYD		\$	

PROPOSAL BID ITEMS

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Page 2 of 3

Report Date 4/24/19

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0350	06510		PAVE STRIPING-TEMP PAINT-4 IN	3,652.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0360	00440		ENTRANCE PIPE-15 IN	69.00	LF		\$	
0370	00441		ENTRANCE PIPE-18 IN	28.00	LF		\$	
0380	00462		CULVERT PIPE-18 IN	26.00	LF		\$	
0390	00464		CULVERT PIPE-24 IN	10.00	LF		\$	
0400	00496		CULVERT PIPE-36 IN EQUIV	94.00	LF		\$	
0410	01310		REMOVE PIPE	223.00	LF		\$	
0420	01490		DROP BOX INLET TYPE 1	1.00	EACH		\$	
0430	02237		DITCHING	415.00	LF		\$	
0440	02483		CHANNEL LINING CLASS II	313.00	TON		\$	
0450	02625		REMOVE HEADWALL	4.00	EACH		\$	
0460	24575ES610		HEADWALL (SLOPED & MITERED CONCRETE FOR 18 INCH PIPE)	3.00	EACH		\$	
0470	24575ES610		HEADWALL (SLOPED & MITERED CONCRETE FOR 24 INCH PIPE)	1.00	EACH		\$	
0480	24575ES610		HEADWALL (SLOPED & MITERED CONCRETE FOR 36 INCH PIPE)	3.00	EACH		\$	

Section: 0004 - BRIDGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0490	02403		REMOVE CONCRETE MASONRY	.40	CUYD		\$	
0500	08002		STRUCTURE EXCAV-SOLID ROCK	13.00	CUYD		\$	
0510	08003		FOUNDATION PREPARATION (DBL RCBC @ STA 289+50)	1.00	LS		\$	
0520	08100		CONCRETE-CLASS A	25.40	CUYD		\$	
0530	08150		STEEL REINFORCEMENT	2,894.00	LB		\$	

Section: 0005 - WATERLINE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0540	14003		W CAP EXISTING MAIN	1.00	EACH		\$	
0550	14004		W DIRECTIONAL BORE	110.00	LF		\$	
0560	14023		W FLUSHING ASSEMBLY	1.00	EACH		\$	
0570	14069		W PIPE POLYETHYLENE/PLASTIC 06 INCH	450.00	LF		\$	
0580	14089		W TAPPING SLEEVE AND VALVE SIZE 1	1.00	EACH		\$	
0590	14094		W TIE-IN 06 INCH	1.00	EACH		\$	
0600	14105		W VALVE 06 INCH	1.00	EACH		\$	

0 0000 DEMOLITION

194209

PROPOSAL BID ITEMS

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Report Date 4/24/19

Section: 0006 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0610	02569		DEMOBILIZATION	1.00	LS		\$	

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 °F and rising during the application of the tack. This material is not suitable for use in colder temperatures. Prior to applying the tack, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 – 180 °F. After initial heating to between 170 – 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a 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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24970EC	Asphalt Material for Tack Non-Tracking	Ton

April 30, 2018