

CALL NO. 201
CONTRACT ID. 234413
BOYLE COUNTY
FED/STATE PROJECT NUMBER 011GR23T025-HSIP & FD05
DESCRIPTION S. DANVILLE BYPASS (US 150B)
WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE
PRIMARY COMPLETION DATE 11/15/2023

LETTING DATE: <u>June</u> 22,2023

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME June 22,2023. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 12.50%

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

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ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 234413 011GR23T025-HSIP & FD05 COUNTY - BOYLE

PCN - 07011150B2301 HSIP 1501(129)

S. DANVILLE BYPASS (US 150B) (MP 1.722) CONSTRUCTION OF AN RCUT AT THE INTERSECTION OF US 150B AND US 150 (MP 2.272), A DISTANCE OF 0.55 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 07-00965.00.

GEOGRAPHIC COORDINATES LATITUDE 37:37:09.27 LONGITUDE 84:44:01.12 ADT 11,129

PCN - MP011150B2301 FD05 011 150B 000-002

SOUTH DANVILLE BYPASS (US 150B) (MP 0.000) FROM US 127 EXTENDING EAST TO 0.272 MILES WEST OF US 150 (MP 2.000), A DISTANCE OF 02.00 MILES.ASPHALT RESURFACING GEOGRAPHIC COORDINATES LATITUDE 37:37:15.00 LONGITUDE 84:45:10.00

ADT 13,501

COMPLETION DATE(S):

COMPLETED BY 11/15/2023 APPLIES TO ENTIRE PROJECT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

BUILD AMERICA, BUY AMERICA ACT (BABA)

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

The Act will apply to construction materials as outlined in the guidance issued in OMB M-22-11.

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

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

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

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

BOYCOTT PROVISIONS

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

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

LOBBYING PROHIBITIONS

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

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

February 1, 2023

FEDERAL CONTRACT NOTES

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

102.02 Current Rating 102.08 Preparation and Delivery of Proposals

102.13 Irregular Bid Proposals 102.14 Disqualification of Bidders

102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

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CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

***** IMPORTANT *****

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

Revised: 5/3/2022

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

SURFACING AREAS

The Department estimates the mainline surfacing width to be 48 feet.

The Department estimates the total mainline area to be surfaced to be 74,610 square yards.

The Department estimates the shoulder width to be varied 4-10 feet on each side.

The Department estimates the total shoulder area to be surfaced to be 32,853 square yards.

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.

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DGA BASE

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

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

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

MATERIAL TRANSFER VEHICLE (MTV)

Provide and use a MTV in accordance with Sections 403.02.10 and 403.03.05.

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

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. Section references are to the Standard Specifications.

CAUTION

Potential bidders are cautioned that the information within this proposal is approximate only and is not to be taken as an exact evaluation of the bid quantities, nor the materials and conditions that may be encountered during construction. As such, before submitting a bid, potential bidders shall make a thorough inspection of the site to examine the conditions to be encountered per Section 104.07. Furthermore, during the execution of the work, the Engineer reserves the right to make changes to the bid item quantities and/or alterations in the work when necessary to complete the project satisfactorily per Section 104.02.

NOTE: The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

EXISTING MAPPING AND CONTROL

All survey information was obtained by field survey and should be field verified prior to beginning work. Refer to the Special Note for Staking concerning staking operations required to control and construct the work.

ON-SITE INSPECTION

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

RIGHT OF WAY LIMITS

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

UTILITY COORDINATION

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.

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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.

DESCRIPTION OF WORK

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

Construction of RCUT Intersections. The intent of this project is to construct an RCUT Intersection at the intersection of US 150 & US 150 Bypass. This will be accomplished by constructing:

- Island curb and gutter with grass/concrete medians along US 150 & US 150 Bypass.
- Deceleration lanes and U-turn crossovers a short distance upstream and downstream from the center of the intersection.
- Loons along the outside edge of the slow lane of the US 150 Bypass at the U-Turn Crossovers.
- Right-Turn Lane along the US 150 Bypass for traffic turning right onto US 150.

Island Curb and Gutter with Grass/Concrete Medians. To prevent any left-turn movements at the intersection, island curb and gutter along with grass or concrete medians (as specified) will be constructed along US 150 and the US 150 Bypass. Details within the Proposal show the design and layout for the curb and medians.

Deceleration Lanes and U-Turn Crossovers. Since all left turning movements at the intersection are being prohibited in this design, deceleration lanes and U-turn crossovers are to be constructed within the medians both upstream and downstream of the intersection. Details within the Proposal show the design and layout for the deceleration lanes and U-turn crossovers.

Loons. To accommodate vehicles that require a large turning radius at the U-Turns, Loons are to be constructed the outside edge of the slow lane of the US 150 Bypass at the U-Turn Crossovers. Details within the Proposal show the design and layout for the Loons.

Guardrail. A small section of proposed guardrail must be installed at the Eastern most Loon. Install new guardrail as shown in the plans and summaries.

Pavement Resurfacing. The existing roadway is to be resurfaced for sections on this project. Other items that may be associated with the pavement resurfacing include: removal of existing pavement by milling and texturing, construction of edge keys, leveling & wedging, application of non-tracking tack coat, installation of rumble strips, and application of pavement markings. Refer to the rumble strip Standard Drawings for recommended placement of rumble strips. Details within the Proposal show the location and limits of pavement milling and resurfacing.

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Full Depth Pavement Replacement. Areas of full depth pavement replacement have been established to fix cross slope irregularities and create a consistent pavement block. Details within the Proposal show the location of these areas.

Drainage. There are locations throughout the project where drainage structures and pipe are being added, replaced, and/or modified. Details within the Proposal show the location of these areas. Refer to the SPECIAL NOTES FOR DRAINAGE for more information on these items of work.

Signing, Striping & Pavement Markings. Install the proposed Signing, Striping, and Pavement Markings, as detailed on the Signing Detail Sheets, Striping Detail Sheets, and associated Summaries. The Contractor shall coordinate with the District Traffic Engineer to ensure that the District Traffic Engineer approves of the final signing and striping locations and detail.

Special Note for Staking

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

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

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locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks of notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.

- 5. Produce and furnish to the Engineer "As Built" information for the superelevation improvements and the drainage improvements. For superelevation improvements, as built information will consist of a record of the final pavement cross slopes every 50 feet, for each lane of travel along the curves and the transitions into and out of the curves. Elevation data of the curve improvements is not necessary; simply the cross slope percentage every 50 feet. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures (i.e. box inlets, headwalls, junction boxes, etc.), culvert pipes, and/or box culverts constructed. Final elevation data of the drainage improvements is not necessary.
- 6. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the striping and/or pavement markings.
- 7. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
- 8. Perform any and all other staking operations required to control and construct the work.

Special Note for Erosion Control

I. DESCRIPTION

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

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

II. MATERIALS

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

III. CONSTRUCTION

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

the construction and limit the haul roads to the minimum required to perform the work. Preserve existing

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

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

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

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

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

The use of Temporary Mulch is encouraged.

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

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

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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 Signage

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

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

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

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

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

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

Special Note for Signing

I. DESCRIPTION

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

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

II. MATERIALS

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

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

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform all site preparation only as approved or directed by the Engineer.
- **C. Staking.** See Special Note for Staking.
- **D. Signs and Posts.** Before beginning installation, the Contractor shall furnish to the Engineer drawings, descriptions, manufacturer's cuts, etc. describing and/or detailing all material to be used. Mill test reports for beams, steel panels, and each different gauge of aluminum or steel sheeting used must be submitted to the Division of Construction and approved prior to erection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. METHOD OF MEASUREMENT

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

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

V. BASIS OF PAYMENT

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

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

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

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

Special Note for Spray Applied Thermoplastic Pavement Marking Materials

I. Description

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

(1) Maintaining and Controlling Traffic; (2) Layout and staking of proposed pavement markings; (3) Installation of Spray Applied Thermoplastic Pavement Markings with reflectorized glass beads for permanent application; and (4) Any other work as specified by this contract.

II. Materials

- **A. Drop on Beads.** Use beads that will ensure the pavement marking material will meet retroreflectivity requirements. The Department will evaluate the beads as part of the marking system through retroreflectivity readings.
- **B.** Composition. Use a maleic-modified glycerol ester resin (alkyd binder) to formulate the thermoplastic material. Ensure the pigment, pre-mix beads, and filler are uniformly dispersed in the resin. Use material that is free from all dirt and foreign material. Annually provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content.

COMPOSITION (Percentage by Weight)			
Component	White	Yellow	
Binder, ⁽¹⁾	26.0 min. 26.0 min.		
Glass Beads (Premixed)	30 - 40	30 - 40	
Titanium Dioxide (Rutile, Type II)	10.0 min.	_	
Calcium Carbonate & Inert Fillers (2)	42.0 max. 50.0 max.		
Heavy Metals Content	Comply with 40 CFR 261	Comply with 40 CFR 261	

(1) Use a binder that consists of a mixture of synthetic resins, at least one being solid at room temperature, and high boiling point plasticizers. Ensure that at least one-third of the binder composition is solid maleic-modified glycerol ester resin and is not less than 8 percent by weight of the entire material formulation. Do not use alkyd binder that contains petroleum-based hydrocarbon resins

⁽²⁾The manufacturer may choose the amount of calcium carbonate and inert fillers, providing all other requirements of this section are met.

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- C. Approval. Select materials that conform to the composition and physical characteristic requirements below when evaluated in accordance with AASHTO T-250 or other test methods as cited. The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material from the date sampled.
- **D.** Physical Characteristics. For thermoplastic material heated for 4 hours at 425°F under agitation, conform to the following requirements.
 - **a) Color.** As determined with a spectrophotometer using D65 illuminant with a 45-degree entrance angle and 0-degree observation angle geometry.

CIELAB Color Coordinates			
	Yellow	White	
Daytime Color (CIELAB) Spectrophotometer using illuminant D65 at 459 illumination and 09 viewing with a 29 observer	L* 81.76 a* 19.79 b* 89.89 Maximum allowable variation 6.0ΔE*	L* 93.51 a* -1.01 b* 0.70 Maximum allowable variation 6.0 Δ E*	
Nighttime Color (CIELAB) Spectrophotometer using illuminant A at 45° illumination and 0° viewing with a 2° observer	L* 86.90 a* 24.80 b* 95.45 Maximum allowable variation 6.0∆E*	L* 93.45 a* -0.79 b* 0.43 Maximum allowable variation 6.0ΔE*	

- **b) Set Time.** Use material that, when applied at a temperature range of 375 \pm 25 $^{\circ}$ F and thickness of 60 \pm 10 mils, sets to bear traffic in not more than 2 minutes when the air and road surface temperature is approximately \geq 50 \pm 3 $^{\circ}$ F, and not more than 10 minutes when the air and road surface temperature is approximately < 50 \pm 3 $^{\circ}$ F.
- c) Softening Point. Ensure that the thermoplastic material has a softening point of 180 ± 15 °F.
- **d) Bond Strength.** Ensure that the bond strength of the thermoplastic material to concrete exceeds 180 psi.
- **e) Cracking Resistance at Low Temperature.** Ensure that the thermoplastic material shows no cracks when observed from a distance exceeding one foot.
- **f) Impact Resistance.** Ensure the impact resistance of the thermoplastic material is a minimum of 50 inch-pounds.
- g) Flash Point. Use thermoplastic material that has a flash point not less than 475 °F.

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- **E. Packaging.** Package thermoplastic material in suitable 50-pound containers to which the material shall not adhere during shipment or storage. Include a label stating that the thermoplastic material is to be maintained with a temperature range of 350 400°F during application. Provide the thermoplastic material in granular form.
- **F. Shelf Life.** Ensure that the thermoplastic material conforms to this section for a period of one year. Replace any thermoplastic material not conforming to the above requirements.
- **G. Manufacturer's Testing.** Perform testing in accordance with KM 64-268 on a minimum of one composite sample per 10,000 pounds, or portion thereof, per lot of thermoplastic produced.
- H. Certification. Submit manufacturer's certification stating conformance to the requirements of this section for each lot of extruded thermoplastic delivered for use on projects. Clearly state the manufacture, formulation identification, product name, color, date of manufacturer, total quantity of lot produced, actual quantity of thermoplastic material represented, sampling method utilized to obtain the samples, and required manufacturer's testing data for each composite sample tested to represent each lot produced.

III. Construction Methods

- **A. Surface Preparation.** The contractor will be required to sweep all pavement surfaces prior to striping and maintain the cleaning operation far enough in advance of the striping operation to prevent any dust from the cleaning operation from mixing with the paint. The sweeper must maintain contact with the roadway. When the Engineer determines abnormal amounts of debris or other material have accumulated beyond the capability of the required sweeping unit which will require shoveling or other means to remove, the Engineer will make arrangements, prior to painting, to have the material removed by the Department.
- **B. Installation.** Install thermoplastic materials in accordance with Section 714, Durable Pavement Striping, and the following exceptions:
 - Install the thermoplastic materials at a minimum thickness of 60 mils.
 - Ensure the material temperature is maintained between 350 and 400° F.
 - Do not allow the material temperature to exceed 400° F.
 - Removal of existing stripe on asphalt surfaces is not required.
- **C. Retroreflectivity.** The Department will evaluate installed markings in accordance with Section 714.03.06, Proving Period for Durable Markings.

IV. Method of Measurement

A. Acceptance and Payment. The Department will accept spray applied thermoplastic materials based on compliance of the manufacturer's certification and conformance of test results obtained by the Department to the requirements of this Special Note.

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Contrary to Section 714.03.08, Acceptance of Non-Specification Thermoplastic Markings, the Department will not accept markings that do not meet the retroreflectivity requirement of Section 714.03.06. Remove non-specification compliant markings by water blasting. The Department will perform random thickness tests on applied markings to determine compliance to thickness requirements.

The Department may accept thermoplastic found to be in non-conformance to the composition requirements at a reduction in pay. Thermoplastic with analytical test results not in conformation to the Specification Acceptance Range but within the Acceptance with Deduction may be accepted for incorporation into the project with applicable reduction in pay. Deductions are cumulative to a maximum of 60% reduction in pay applied to the contract unit bid price for the thermoplastic. Thermoplastic with three (3) or more analytical tests results in non-conformance to the Specification Acceptance Range or any analytical test result exceeding the Acceptance Range with Deduction will be rejected and removed from the project. Do not allow transfer of thermoplastic materials between projects that have analytical test results in the Acceptance Range with Deduction.

THERMOPLASTIC PRICE ADJUSTMENT SCHEDULE				
Analytical Test	Specification Acceptance Range	Acceptance Range with Deduction	Deduction Applied to Unit Cost	
Binder, %	26.0	23.0-25.99	50%	
Glass Beads % (Premixed)	30-40	28-30	20%	
Titanium Dioxide, % for white	10.0 min.	9.0 -9.9	20%	
Calcium Carbonate and Inert Fillers for white,	42.0 max.			
Calcium Carbonate and Inert Fillers for Yellow,	50.0 max.			
Heavy Metals Content	Comply with 40 CFR 261			
Color	6.0 ΔE*	6.0 ΔΕ*- 8.0 ΔΕ*	10%	

Spray Applied Thermoplastic Page 5 of 5

IV. Basis of Payment

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

<u>Code</u>	Pay Item	Pay Unit
24995EC	PAVE STRIPING-SPRAY THERMO-6 IN W	LF
24996EC	PAVE STRIPING-SPRAY THERMO-6 IN Y	LF

The Department will consider payment as full compensation for furnishing all labor, materials, equipment, and incidentals required to construct spray applied thermoplastic pavement markings.

Special Note for Completion Date & Liquidated Damages

I. COMPLETION DATE

The ultimate fixed completion date for this project will be **November 15, 2023**. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

II. LIQUIDATED DAMAGES

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

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

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

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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

SPECIAL NOTE FOR EXPERIMENTAL KYCT AND HAMBURG TESTING

1.0 General

1.1 Description. The KYCT (Kentucky Method for Cracking Test) and the Hamburg test results will help determine if the mixture is susceptible to cracking and rutting. During the experimental phase, data will be gathered and analyzed by the Department to determine the durability of the bituminous mixes. Additionally, the data will help the Department to create future performance-based specifications which will include the KYCT and Hamburg test methods.

2.0 Equipment

- **2.1 KYCT Testing Equipment.** The Department will require a Marshall Test Press with digital recordation capabilities. Other CT testing equipment may be used for testing with prior approval by the Department.
- **2.2 Water Baths.** One or more water baths will be required that can maintain a temperature of 77° +/- 1.8° F with a digital thermometer showing the water bath temperature. Also, one water bath shall have the ability to suspend gyratory specimen fully submerged in water in accordance with AASHTO T-166, current edition.
- **2.3** Hamburg Wheel Track Testing. The department encourages the use of the PTI APA/Hamburg Jr. test equipment to perform the loaded wheel testing. The Department will allow different equipment for the Hamburg testing, but the testing device must be approved by the Department prior to testing.
- **2.4 Gyratory Molds.** Gyratory molds will be required to assist in the production of gyratory specimens in accordance with AASHTO T-312, current edition.
- **2.5 Ovens.** Adequate (minimum of two ovens) will be required to accommodate the additional molds and asphalt mixture necessary to perform the acceptance testing as outlined in Section 402 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.
- **2.6 Department Equipment.** The Department will provide gyratory molds, PINE 850 Test Press with digital recordation, and CT testing equipment to assist during this experimental phase so data can be gathered. Hamburg test specimens will be submitted to the Division of Materials for testing on the PTI APA/Hamburg Jr if the asphalt contractor or district materials office does not have an approved Hamburg testing device.

3.0 Testing Requirements

- **3.1 Acceptance Testing.** Perform all acceptance testing and aggregate gradation as according with Section 402 and Section 403 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.
- **3.2 KYCT Testing.** Perform crack resistance analysis (KYCT) in accordance with the current Kentucky Method for KYCT Index Testing during the mix design phase and during the plant production of all surface mixtures. For mix design approvals, submit KYCT results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for verification.

- **3.2.1 KYCT Frequency.** Obtain an adequate sample of hot mix asphalt to ensure the acceptance testing, gradation, and KYCT gyratory samples can be fabricated and is representative of the bituminous mixture. Acceptance specimens shall be fabricated first, then immediately after, fabricate the KYCT samples with the gyratory compactor in accordance with Section 2.4 of this Special Note. Analysis of the KYCT specimens and gradation will be required one per sublot produced from the same asphalt material and at the same time as the acceptance specimen is sampled and tested.
- **3.2.2 Number of Specimens and Conditioning.** Fabricate specimens in accordance with the Kentucky Method for KYCT Index Testing. Contrary to the method, for field specimens, fabricate a minimum of 3 and up to 6 test specimens. The specimens shall be compacted at the temperature in accordance with KM 64-411. KYCT mix design specimens shall be short-term conditioned uncovered for four hours at compaction temperature in accordance with KM 64-411. Contrary to the Kentucky Method, plant produced bituminous material shall be short-term conditioned immediately after sampling for two hours uncovered in the oven at compaction temperature in accordance with KM 64-411. Additionally, fabricated specimens shall be allowed to cool in air (fan is permissible) for 30 minutes +/- 5 minutes and conditioned in a 77 °F water bath for 30 minutes +/- 5 minutes. To ensure confidence and reliability of the test results provided by KYCT testing and Hamburg testing, reheating of the asphalt mixture is prohibited.
- **3.2.3 Record Times.** For each sublot, record the time required between drying aggregates in the plant to KYCT specimen fabrication. The production time may vary due to the time that the bituminous material is held in the silo. Record the preconditioning time when the time exceeds the one-hour specimen cool down time as required in accordance with The Kentucky Method for KYCT Index Testing. The preconditioning time may exceed an hour if the technician is unable to complete the test on the same day or within the specified times as outlined in The Kentucky Method for KYCT Index Testing. The production time and the preconditioning time shall be recorded on the AMAW.
- **3.2.4 File Name.** As according to section 7.12 of The Kentucky Method for KYCT Index Testing, save the filename with the following format: "CID_Approved Mix Number_Lot Number_Sublot Number_Date"
- **3.3 Hamburg Testing.** Perform the rut resistance analysis (Hamburg) in accordance with AASTHO T-324, not to exceed 20,000 passes for all bituminous mixtures during the mix design phase and production. For mix design approvals, submit Hamburg results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for informational verification.
- **3.3.1 Hamburg Testing Frequency.** Perform testing and analysis per lot of material. The plant produced bituminous material sampled for the Hamburg test does not have to be obtained at the same time as the acceptance and KYCT sample. If the Hamburg test sample is not obtained at the same time as the KYCT sample, determine the Maximum Specific Gravity of the KYCT sample in accordance with AASHTO T-209 coinciding with the Hamburg specimens.
- **3.3.2 Record Times.** Record the production time as according to section 3.2.3 in this special note. Also record the time that the specimens were fabricated and the time the Hamburg testing was started. All times shall be recorded on the AMAW.

3.3.3 File Name. Save the Excel spreadsheet with the following file name; "Hamburg_CID_Approved Mix Number_Lot Number_Sublot Number_Date" and upload the file into the AMAW.

4.0 Data

Submit the AMAW and all test data that was obtained for acceptance, gradation, KYCT, and Hamburg testing within five working days once all testing has been completed for a lot to Central Materials Lab and the District Materials Engineer. Also, any data and or comments that the asphalt contractor or district personnel deem informational during this experimental phase, shall also be submitted to the Central Materials Lab and the District Materials Engineer. Any questions or comments regarding any item in this Special Note can be directed to the Central Office, Division of Materials, Asphalt Branch.

5.0 Payment

Any additional labor and testing equipment that is required to fabricate and test the KYCT and Hamburg specimens shall be considered incidental to the asphalt surface line item. The Department will perform the testing for the KYCT and Hamburg specimens if a producer does not possess the proper equipment.

June 15th, 2022

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.

 $\begin{array}{c} \text{1-3193 Coordination Contracts} \\ \text{01/02/2012} \end{array}$

SPECIAL NOTE FOR DOUBLE ASPHALT SEAL COAT

Use RS-2 or RS-2C asphalt material that is compatible with the seal aggregate. Apply the first course of asphalt seal coat at the rate of 3.2 lbs/sy of asphalt and 30 lbs/sy of size #78 seal coat aggregate. Apply the second course at 2.8 lbs/sy of asphalt and 20 lbs/sy of size #9M seal coat aggregate. The Engineer may adjust the rate of application as conditions warrant. Use caution in applying liquid asphalt material to avoid over spray getting on curbs, gutter, barrier walls, bridges, guardrail, and other roadway appurtenances.

The Department will not measure any surface preparation required prior to applying the asphalt seal coat, but shall be incidental to "Asphalt Material for Asphalt Seal Coat".

1-3215 Double Asphalt Seal Coat 01/02/2012

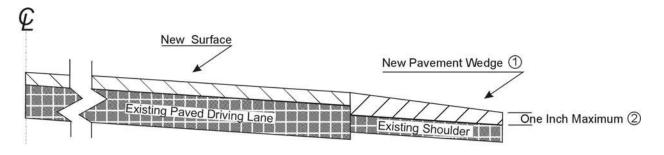
SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER SEPARATE OPERATION

- **1.0 MATERIALS.** Provide an Asphalt Mixture for Pavement Wedge conforming to Section 407 of the Standard Specifications or an Asphalt Surface Mixture conforming to Section 403 of the Standard Specifications, as applicable to the project, for the pavement wedge.
- **2.0 CONSTRUCTION.** Place the Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture as a separate operation from the driving lane. Prime the existing shoulder with tack material as the Engineer directs before placing the wedge. Construct according to Sections 407.03 and 403.03 as applicable.

When the Engineer deems it appropriate to pave both the driving lane and the adjoining wedge monolithically, equip the paver with a modified screed that extends the full width of the wedge being placed and is tapered to produce a wedge. Obtain the Engineer's approval of the modified screed before placing shoulder wedge monolithcly with the driving lane.

The wedge may vary in thickness at the edge of the driving lanes. Where existing site conditions permit, limit the outside edge thickness of the new paving limits to one inch above the existing shoulder wedge elevation. If an Asphalt Surface Mixture is furnished for the pavement wedge, texture according to Section 403.03.08.

The following sketch is primarily for the computation of quantities; however, the wedge will result in a similar cross-section where sufficient width exists. Do not construct a shoulder for placing the wedge unless specified elsewhere in the Contract.

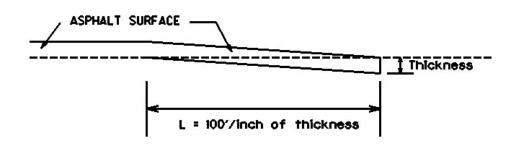


- ① Slope varies, but is down from the driving lanes except on outside of some curves where superelevation controls.
- ② Where existing site conditions permit.
- **3.0 MEASUREMENT.** The Department will measure Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture placed as the pavement wedge according to Sections 403 and 407 as applicable.
- **4.0 PAYMENT.** The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures placed as pavement wedge according to Section 403. The Department will make payment for the completed and accepted quantities of Asphalt Mixture for Pavement Wedge according to Section 407.

SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at ramps, as applicable. Unless specified in the Contract or directed by the Engineer, do not construct edge keys at intersecting streets, roads, alleys, or entrances. Cut out the existing asphalt surface to the required depth and width shown on the drawing and heel the new surface into the existing surface. The Department will make payment for this work at the Contract unit price per ton for Asphalt Pavement Milling and Texturing, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

EDGE KEY



Thickness = 1.25 Inches

L = 125 LF

L= Length of Edge Key

1-3309 Edge key by Ton 01/02//2012

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

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

Contrary to Section 408, the Department will retain possession of 200 TONS of the material obtained from the milling operations. Deliver the 200 TONS of material to the State Maintenance facility in BOYLE County.

NOTICE TO CONTRACTOR: The Department considers transfer of millings to the state maintenance facility to be a part of the construction project.

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

1-3530 48 hours State keeps millings 01/2/2012

SPECIAL NOTE FOR MEDIAN CROSS-OVERS

Resurface median cross-overs with the same asphalt material as specified for the outside shoulders. Except as specified herein, resurface the median crossovers according to Sections 402 and 403.

1-3710 Median Crossovers 01/02/2012

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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

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TRAFFIC CONTROL PLAN - FD05 and HSIP

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 - HSIP

Construction Phasing:

- 1. Shift and taper traffic to one lane towards existing median. Construct full depth widening, through the last base course, for the proposed loons and turn lane along the US 150 Bypass.
- 2. Shift and taper traffic to one lane away from existing median. Construct full depth widening, through the last base course, for the proposed inside turn lanes and cross overs along the US 150 Bypass. Construct proposed curb and median. Perform median work affecting the intersection after completion of paving, curb, and median work at proposed loon locations and traffic can be redirected to loons from the intersection.
- 3. Close left turn movement from US 150 to US 150 Bypass. Shift and taper traffic to one right turn only lane 2' from edge of the existing of paved shoulder. Construct full depth replacement, through the last base course, for a width that can maintain a 10' lane. Construct proposed curb and median.
- 4. Shift and taper traffic to one 10' right turn only lane on newly constructed pavement. Construct full depth replacement, through the last base course, and grading work on the remaining section of replacement along US 150.
- 5. Perform milling, finish final surface, and final dressing using flaggers and lane shifts.

Maintain one lane of traffic in each direction at all times during construction. Provide a minimum clear lane width of 12 feet for primary roadway and 10 feet for secondary roadway; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the school bus or emergency vehicle as quickly as possible.

At the discretion of the Engineer, days and hours may be specified when lane closures will not be allowed due to unforeseen events.

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

LANE CLOSURES

Do not leave lane closures in place during non-working hours or prohibited periods, unless otherwise approved by the Engineer. Contrary to Section 112.04.17, 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. Signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, only long-term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term signs (signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

CHANGEABLE MESSAGE SIGNS

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

ARROW PANELS

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

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replaced due to poor condition or readability for payment. Retain possession of the Arrow Panels upon completion of the work.

BARRICADES

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 for payment any replacements for damaged barricades, or any barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of construction.

TEMPORARY ENTRANCES

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

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

THERMOPLASTIC INTERSECTION MARKINGS

Consider the locations listed on the summary and/or shown on the plan sheets as approximate only. Prior to milling and/or resurfacing, locate and document the locations of the existing markings. After final surfacing operations, replace the markings at their approximate existing locations, as shown on the plan sheets, or as directed by the Engineer. Place markings not existing prior to resurfacing as shown on the plan sheets or as directed by the Engineer.

PAVEMENT MARKINGS

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

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

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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.

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USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

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

Application

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

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

CMS should not be used for:

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

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Messages

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

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

Placement

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

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

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Standard Abbreviations

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

	<u>Example</u>
	ACCIDENT AHEAD/ USE ACCS RD NEXT RIGHT
	ACCIDENT AHEAD/ USE ALT RTE NEXT RIGHT
	FIFTH AVE CLOSED/ DETOUR NEXT LEFT
	FIFTH AVE BLKD/ MERGE LEFT
	MAIN BLVD CLOSED/ USE ALT RTE
	SMITH BRDG CLOSED/ USE ALT RTE
	N I75 CLOSED/ DETOUR EXIT 30
CNTR	CNTR LANE CLOSED/ MERGE LEFT
	OVRSZ COMM VEH/ USE I275
	ICY COND POSSIBLE
CONG	HVY CONG NEXT 3 MI
CONST	CONST WORK AHEAD/ EXPECT DELAYS
DWNTN	DWNTN TRAF USE EX 40
E-BND	E-BND I64 CLOSED/ DETOUR EXIT 20
EMER	EMER VEH AHEAD/ PREPARE TO STOP
EX, EXT	DWNTN TRAF USE EX 40
	WTRSN EXPWY CLOSED/ DETOUR EXIT 10
•	GN SYNDR FWY CLOSED/ DETOUR EXIT 15
	HAZMAT IN ROADWAY/ ALL TRAF EXIT 25
HWY	ACCIDENT ON AA HWY/ EXPECT DELAYS
	ACCIDENT ON AA HWY/ 2 HR DELAY
INFO	TRAF INFO TUNE TO 1240 AM
I	E-BND I64 CLOSED/ DETOUR EXIT 20
	LN CLOSED MERGE LEFT
	LANE CLOSED MERGE LFT
	LOC TRAF USE ALT RTE
	MAINT WRK ON BRDG/ SLOW
	MAJ DELAYS I75/ USE ALT RTE
	ACCIDENT 3 MI AHEAD/ USE ALT RTE
MNR	ACCIDENT 3 MI MNR DELAY
	ACCIDENT 3 MI/ 30 MIN DELAY
	N-BND I75 CLOSED/ DETOUR EXIT 50
	OVRSZ COMM VEH/ USE I275 NEXT RIGHT
	EVENT PKING NEXT RGT
PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
	ACCIDENT 3 MI/ PREP TO STOP
	EVENT PKING NEXT RGT
	HAZMAT IN RD/ ALL TRAF EXIT 25
	RDWK NEXT 4 MI/ POSSIBLE DELAYS
RTE	MAJ DELAYS 175/ USE ALT RTE
SHLDR	SHLDR CLOSED NEXT 5 MI
SLIP	SLIP COND POSSIBLE/ SLOW SPD
S-BND	S-BND I75 CLOSED/ DETOUR EXIT 50
SPD	SLIP COND POSSIBLE/ SLOW SPD
	COMM COND CONG CONST DWNTN E-BND EMER EX, EXT EXPWY FRWY, FWY HAZMAT HWY HR INFO I LN LFT LOC MAINT MAJ MI MNR MIN N-BND OVRSZ PKING PKWY PREP RGT RD RDWK RTE SHLDR SLIP S-BND

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Standard Abbreviations (cont) Word Abbrev

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

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

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

Typical Messages

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

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

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Typical Messages (cont)

Reason/Problem **Action** FREEWAY CLOSED PREPARE TO STOP FRESH OIL REDUCE SPEED **HAZMAT SPILL SLOW ICE SLOW DOWN INCIDENT AHEAD** STAY IN LANE LANES (NARROW, SHIFT, MERGE, ETC.) STOP AHEAD LEFT LANE CLOSED STOP XX MILES LEFT LANE NARROWS **TUNE RADIO 1610 AM LEFT 2 LANES CLOSED USE NN ROAD** LEFT SHOULDER CLOSED **USE CENTER LANE** LOOSE GRAVEL **USE DETOUR ROUTE** MEDIAN WORK XX MILES **USE LEFT TURN LANE** MOVING WORK ZONE, WORKERS IN ROADWAY **USE NEXT EXIT USE RIGHT LANE** NEXT EXIT CLOSED NO OVERSIZED LOADS WATCH FOR FLAGGER

NO SHOULDER ONE LANE BRIDGE PEOPLE CROSSING RAMP CLOSED RAMP (SLIPPERY, ICE, ETC.)

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

ROAD CLOSED

NO PASSING

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

ROAD WORK

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

ROAD WORK XX MILES

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

NEW SIGNAL XX MILES

SLOW 1 (OR 2) - WAY TRAFFIC

SOFT SHOULDER

STALLED VEHICLES AHEAD

TRAFFIC BACKUP

TRAFFIC SLOWS

TRUCK CROSSING

TRUCKS ENTERING

TOW TRUCK AHEAD

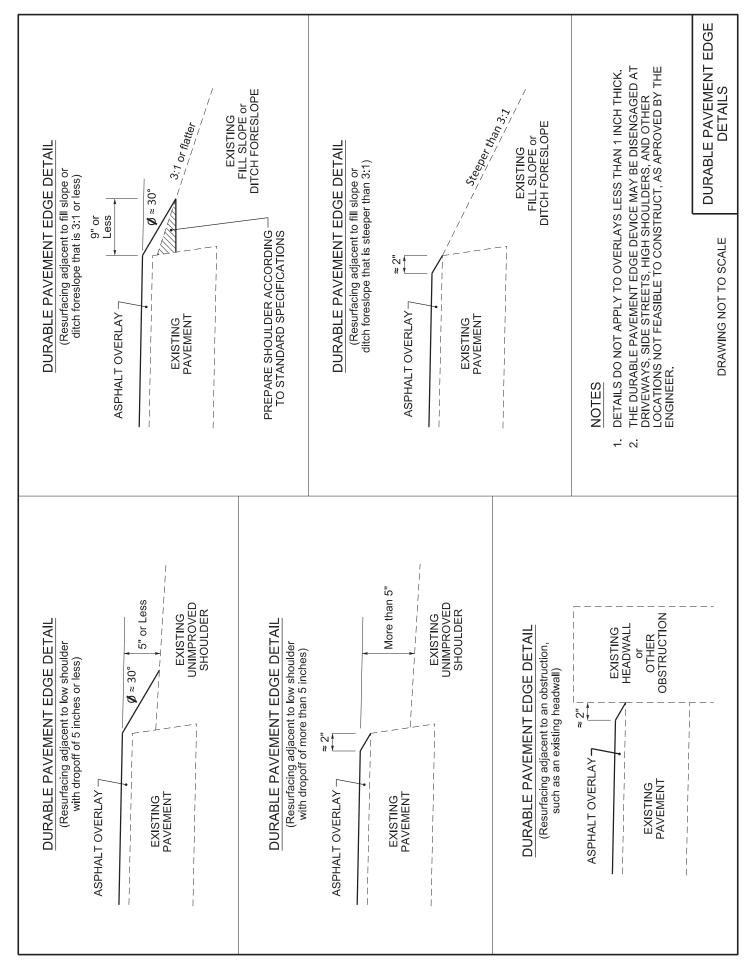
UNEVEN LANES

WATER ON ROAD

WET PAINT

WORK ZONE XX MILES

WORKERS AHEAD



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KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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RIGHT OF WAY CERTIFICATION

ITEM # COUNTY PROJECT # (STATE) PROJECT # (FEDERAL) P-7965.00 Boyle FD52 011 0150 001-002 HSIP 1501 (129)		Original		Re-C	ertificatio	n RIGHT OF WAY CERTIFICATION			
Construction of an RCUT at the Intersection of US 1508 & US 150 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) Condition #1 (Additional Right of Way Required and Cleared) Condition #1 (Additional Right of Way Required and Cleared) Condition #1 (Additional Right of Way Required and Cleared) Condition #1 (Additional Right of Way Required with each 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 FHWA directive HWA directi			#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
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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. That 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 is used to 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 encry has been obtained, but right of encryption of all pending parcels will be paid or deposited with the court for the proper execution of the project for any shall part to remove, salvage, or demolish all improvements used to encrypt the paid or deposited with the court prior to AWARD of construction contract or force benation 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 9c Tex Re35.	unde						No additional right of way or		
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UTILITIES AND RAIL CERTIFICATION NOTE

Boyle County - HSIP 1501(129) FD52 011 150B 001-003 US 150 Bypass and US 150 RCUT Intersection Item No. 07-0965.00

GENERAL PROJECT NOTES ON UTILITIES

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

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

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

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

BOYLE COUNTY 011GR23T025-HSIP & FD05 Contract ID: 234413 Page 64 of 205

UTILITIES AND RAIL CERTIFICATION NOTE

Boyle County - HSIP 1501(126) FD52 011 150B 001-003 US 150 Bypass and US 150 RCUT Intersection Item No. 07-0965.00

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

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

Gas Line – Crossing US 150 Bypass – Approx. Station 510+04
Water Line – Crossing US 150 Bypass – Approx. Station 511+52
Sanitary Sewer Line – Crossing US 150 Bypass – Approx. Station 511+62
Water Line – Running Along the South Side of US 150 Bypass – Approx. Station 511+52 to 531+53
Sanitary Sewer Line – Running Along the South Side of US 150 Bypass – Approx. Station 511+62 to 531+53
Fiber Optic Line – Crossing US 150 Bypass – Approx. Station 527+24
Fiber Optic and Overhead – Running Along the North Side of US 150 Bypass – Approx. Station 527+45 to 531+53

The Contractor is fully responsible for protection of all utilities encountered

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

None

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

None

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

None

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement □ Rail Involved □ Rail Adjacent



Kentucky Transportation Cabinet Highway District 7

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

Groundwater protection plan

For Highway Construction Activities

For

Highway Safety Improvement Project on US 150 Bypass & US 150 in Boyle County

Project: Item # 07-0965.00

KPDES BMP Plan Page 1 of 14

Project information

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

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

Phone number: (2) Contact: (2)

Contractor's agent responsible for compliance with the KPDES permit requirements (3):

- 4. Project Control Number: (2)
- 5. Route (Address): US 150 Bypass and US 150
- 6. Latitude/Longitude (project mid-point): 37.701731 / -84.732638
- 7. County (project mid-point): Boyle
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

A. Site description:

- Nature of Construction Activity (from letting project description): Asphalt Surface with Grade and Drain
- 2. Order of major soil disturbing activities: (2) and (3)
- 3. Projected volume of material to be moved: 2500 CY (Fill)
- 4. Estimate of total project area (acres): 4.2
- 5. Estimate of area to be disturbed (acres): 1.8
- Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Data describing existing soil condition: (1) & (2)
- 8. Data describing existing discharge water quality (if any): (1) & (2)
- 9. Receiving water name: Balls Branch
- 10. TMDLs and Pollutants of Concern in Receiving Waters: *TDML's were involved on this project.*
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
- 12. Potential sources of pollutants:
 - The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

B. Sediment and Erosion Control Measures:

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

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

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

KPDES BMP Plan Page 4 of 14

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

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

C. Other Control Measures

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

2. Waste Materials

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

3. Hazardous Waste

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

4. Spill Prevention

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

Good Housekeeping:

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

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

Hazardous Products:

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

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

The following product-specific practices will be followed onsite:

Petroleum Products:

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum

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

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

> Fertilizers:

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

> Paints:

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

Concrete Truck Washout:

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

Spill Control Practices

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

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

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

D. Other State and Local Plans

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

E. Maintenance

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

F. Inspections

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

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

G. Non – Storm Water Discharges

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

- Water from water line flushings.
- Water form cleaning concrete trucks and equipment.

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

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

H. Groundwater Protection Plan (3)

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

Contractors statement: (3)

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

2. (e) land treatment or land disposal of a pollutant;
2. (f) Storing,, or related handling of hazardous waste, solid waste or special waste,, in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);
2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;
2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;
2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);
2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

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

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

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

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

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		
Signedt Typed or printed name²	itle	signature
(3) Signed	title	, signature

- 1. 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.
- 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.

Sub-Contractor Certification

Subcontractor

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

	Name: Address: Address:		
	Phone:		
The pa	art of BMP plan this subcor	ntractor is responsible to	implement is:
Kentuc discha discha	cky Pollutant Discharge Eli rges, the BMP plan that ha rged as a result of storm o	mination System permit as been developed to ma events associated with th	s and conditions of the general that authorizes the storm water anage the quality of water to be ne construction site activity and ed as part of this certification.
Signed	Typed or printed name ¹	, title,	signature
1	Sub Contractor Note:	to be signed by a n	arean who is the owner a

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

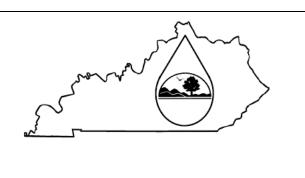
Item No.: 7-965.00 Boyle County Highway Safety Improvement Project along US 150B from MP 1.722 – 2.272

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

eForm Submittal ID: 358646

eForm Transaction ID: 6f9da399-f822-4746-8902-ce7130d085d8

Contract ID: 234413 Page 80 of 205



KENTUCKY POLLUTION DISCHARGE

ELIMINATION SYSTEM (KPDES)

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

Click here for Instructions (Controls/KPDES_FormKYR10_Instructions.htm)

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

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

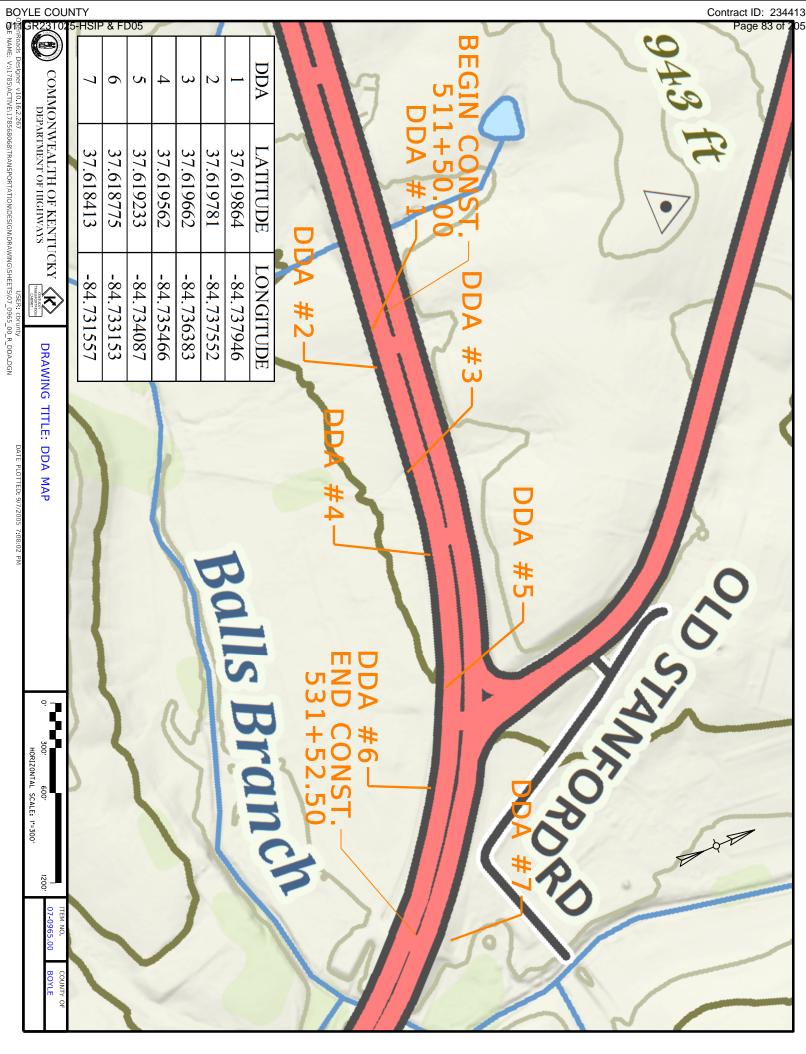
Reason for Submittal:(*)	Agency Inter	est ID:			Permit Number:(√)			
Application for New Permit Coverage	Agency In	terest ID			KPDES Permit Number			
If change to existing permit coverage is requested, descri	If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(//)							
ELIGIBILITY: Stormwater discharges associated with construction activ construction activities that cumulatively equal one (1) acre	•	•	e (1) acre or mo	ore, including, i	n the case of a	common plan	of development, contiguous	
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 (PE	RMITTEE)							
Company Name:(√) Kentucky Transportation Cabinet, District		First Name:(Kelly	√)		M.I.:	Last Name:	(√)	
Mailing Address:(*)	City:(*)			State:(*)			Zip:(*)	
800 Newtown Court	Lexington			Kentucky		~	40512-1127	
eMail Address:(*)			Business Phone:(*)			Alternate Phone:		
KellyA.Baker@ky.gov			(859)246-2	2355		Phone		
SECTION II GENERAL SITE LOCATION INFORMATIO	N							
Project Name:(*)			Status of Ow	/ner/Operator(*)	SIC Code(*))	
KYTC Project: Item # 7-9017.00			State Gov	vernment	~	1611 Higl	hway and Street Co 🗸	
Company Name:(√)		First Name:(√)		M.I.:	Last Name:	(√)	
Kentucky Transportation Cabinet - District 7		Kelly	MI		Baker			
Site Physical Address:(*)								
Fayette County KY 57 from MP 1.722 to MP 2.272								
City:(*)			State:(*)			Zip:(*)		
Lexington			Kentucky		~	40516		
County:(*)		imal degrees)(*			Longitude(de	ecimal degrees	5)(*)	
Fayette	(https://www 38.067628	.fcc.gov/media/	radio/dms-deci	mal)	-84.38871	6		
	38.007626)						
SECTION III SPECIFIC SITE ACTIVITY INFORMATION	N ?)							
Project Description:(*)								
Highway Safety Improvement Project consisting of cons	struction of an F	RCUT including	asphalt paving	g, ditching, sho	uldering, and si	gning		
a. For single projects provide the following information								

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Total Number of Acres in Project	ct:(√)			Total Number of Ac	res Disturbed:(√)		
4.2							
Anticipated Start Date:(√)				Anticipated Comple	etion Date (人)		
7 intorpated Start Bate.(v)				Tallagues complete State (1)			
h Fan annua alam of day							
b. For common plans of dev		ollowing information		Tatal Niverbar of As	Distructs - 4.7 ()		
Total Number of Acres in Project # Acre(s)	U(√)			Total Number of Ac	res Disturbed.(V)		
Number of individual lots in dev	velopment, if applicable	e:(√)		Number of lots in d	evelopment:(√)		
# lot(s)				# lot(s)			
Total acreage of lots intended to	o be developed:(√)				tended to be disturbed at any or	ne time:(√)	
Project Acres				Disturbed Acres			
Anticipated Start Date:(√)				Anticipated Comple	etion Date:(√)		
List Building Contractor(s) at th	e time of Application:(*)					
Company Name				Ţ			
+							
I							
4							
4						•	
SECTION IV IF THE PERMI	TTED SITE DISCHAR	SES TO A WATER B	ODV THE EO	LLOWING INFORMA	TION IS PEOLIBED 19		
SECTION IV II THE LEXIVI	TIED SITE DISCHAR	JES TO A WATER B	JODI IIILI O	LLOWING IN OND	(IION IS INE GOINED (I)		
ischarge Point(s):							
Unnamed Tributary?	Latitude	Longitude	Receiving	Water Name			
1 Yes	37.618413	-84.731557	Balls Brar	nch	Delete		
2 Yes	37.618775	-84.733153	Balls Bran	nch	Delete		
3 Yes	37.619233	-84.734087	Balls Bran	nch	Delete		
4 Yes	37.619562	-84.735466	Balls Bran	nch	Delete		
5 Yes	37.619662	-84.736383	Balls Bran	nch	Delete		
6 Yes	37.619781	-84.737552	Balls Bran		Delete		
7 Yes	37.619864	-84.737946	Balls Bran	nch	Delete		
+							
SECTION V IF THE PERMIT	TED SITE DISCHARG	SES TO A MS4 THE	FOLLOWING	INFORMATION IS RI	EQUIRED []		
Name of MS4:							
						~	
Date of application/notification	to the MS4 for constru	ction site permit cove	erage:	Discharge Point(s):	(*)		
Date		•		Latitude	Longitude		
Date				+			
						L. L.	
SECTION VI WILL THE PRO	DJECT REQUIRE CON	STRUCTION ACTIV	/ITIES IN A W	ATER BODY OR THE	RIPARIAN ZONE?		
Will the project require construc	ction activities in a wate	er body or the riparia	an zone?:	No		~	
(*) f Yes, describe scope of activit	v: (✓)						
				describe scope o	f activity		
s a Clean Water Act 404 permi	it required?:(*)			No		~	

Contract ID: 234413 Page 82 of 205

Is a Clean Water Act 401 Water Quality Ce	rtification requi	red?:(*)		No			~
SECTION VII NOI PREPARER INFORM	ATION						
First Name:(*) First Name	M.I.:	Last Name:(*) Last Name			Company Name:(*) Company Name		
Mailing Address:(*) Mailing Address		City:(*)			State:(*)	~	Zip:(*)
eMail Address:(*) eMail Address				Business Pho Phone	one:(*)	Alternate Ph Phone	none:
SECTION VIII ATTACHMENTS							
Facility Location Map:(*) Upload file							
Supplemental Information:				Upload file			
SECTION IX CERTIFICATION							
I certify under penalty of law that this docur qualified personnel properly gather and eva responsible for gathering the information so submitting false information, including the p	aluate the infor ubmitted is, to t	mation submitted. Base the best of my knowledo	ed on my ge and b	inquiry of the pelief, true, acc	person or persons who mana	ige the system	, or those persons directly
Signature:(*)					Title:(*)		
Signature					Title		
First Name:(*) First Name		M.I.:			Last Name:(*) Last Name		
eMail Address:(*) Business Phone:(*) Phone					Alternate Phone:		Signature Date:(*) Date
Click to Save Values for Future Retriev	val Click to	Submit to EEC					



MATERIAL SUMMARY

CONTRACT ID: 234413	011GR23T025-HSIP & FD05	07011150B2301
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S. DANVILLE BYPASS (US 150B) CONSTRUCTION OF AN RCUT AT THE INTERSECTION OF US 150B AND US 150 GRADE & DRAIN WITH ASPHALT SURFACE, A DISTANCE OF .55 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0115	00001	DGA BASE	6,386.00	TON
0120	00100	ASPHALT SEAL AGGREGATE	14.00	TON
0125	00103	ASPHALT SEAL COAT	2.00	TON
0130	00214	CL3 ASPH BASE 1.00D PG64-22	1,911.00	TON
0135	00356	ASPHALT MATERIAL FOR TACK	10.00	TON
0140	00388	CL3 ASPH SURF 0.38B PG64-22	1,285.00	TON
0145	02676	MOBILIZATION FOR MILL & TEXT - (BOYLE US 150B HSIP)	1.00	LS
0150	02677	ASPHALT PAVE MILLING & TEXTURING	947.00	TON
0155	01825	ISLAND CURB AND GUTTER	4,720.00	LF
0160	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	6.00	EACH
0165	02014	BARRICADE-TYPE III	2.00	EACH
0170	02230	EMBANKMENT IN PLACE	2,500.00	CUYD
0175	02351	GUARDRAIL-STEEL W BEAM-S FACE	275.00	LF
0180	02360	GUARDRAIL TERMINAL SECTION NO 1	1.00	EACH
0185	02369	GUARDRAIL END TREATMENT TYPE 2A	1.00	EACH
0190	02545	CLEARING AND GRUBBING - (1.8 AC)	1.00	LS
0195	02562	TEMPORARY SIGNS	150.00	SQFT
0200	02650	MAINTAIN & CONTROL TRAFFIC - (BOYLE US 150B HSIP)	1.00	LS
0205	02671	PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH
0210	02690	SAFELOADING	4.50	CUYD
0215	02696	SHOULDER RUMBLE STRIPS	3,910.00	LF
0220	02701	TEMP SILT FENCE	1,216.00	LF
0225	02703	SILT TRAP TYPE A	5.00	EACH
0230	02704	SILT TRAP TYPE B	5.00	EACH
0235	02705	SILT TRAP TYPE C	5.00	EACH
0240	02706	CLEAN SILT TRAP TYPE A	5.00	EACH
0245	02707	CLEAN SILT TRAP TYPE B	5.00	EACH
0250	02708	CLEAN SILT TRAP TYPE C	5.00	EACH
0255	02720	SIDEWALK-4 IN CONCRETE	587.00	SQYD
0260	02726	STAKING - (BOYLE US 150B HSIP)	1.00	LS
0265	02775	ARROW PANEL	2.00	EACH
0270	05950	EROSION CONTROL BLANKET	500.00	SQYD
0275	05952	TEMP MULCH	13,584.00	SQYD
0280	05953	TEMP SEEDING AND PROTECTION	10,188.00	SQYD
0285	05963	INITIAL FERTILIZER	.30	TON
0290	05964	MAINTENANCE FERTILIZER	.50	TON
0295	05985	SEEDING AND PROTECTION	8,990.00	SQYD
0300	05990	SODDING	5,738.00	SQYD
0305	05992	AGRICULTURAL LIMESTONE	12.70	TON
0310	06511	PAVE STRIPING-TEMP PAINT-6 IN	9,750.00	LF
0315	06542	PAVE STRIPING-THERMO-6 IN W	7,351.00	LF

MATERIAL SUMMARY

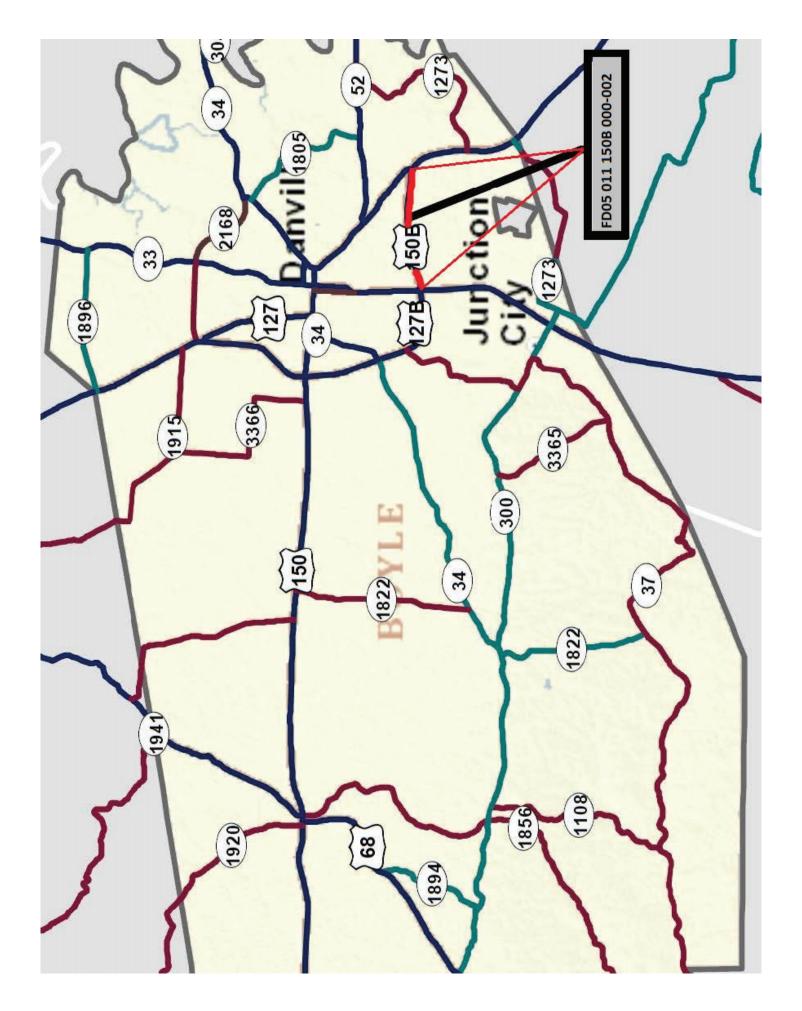
Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0320	06543	PAVE STRIPING-THERMO-6 IN Y	4,481.00	LF
0325	06544	PAVE STRIPING-THERMO-8 IN W	231.00	LF
0330	06545	PAVE STRIPING-THERMO-8 IN Y	821.00	LF
0335	06568	PAVE MARKING-THERMO STOP BAR-24IN	16.00	LF
0340	06569	PAVE MARKING-THERMO CROSS-HATCH	668.00	SQFT
0345	06574	PAVE MARKING-THERMO CURV ARROW	7.00	EACH
0350	06576	PAVE MARKING-THERMO ONLY	4.00	EACH
0355	10020NS	FUEL ADJUSTMENT	7,272.00	DOLL
0360	20071EC	JOINT ADHESIVE	4,800.00	LF
0365	21289ED	LONGITUDINAL EDGE KEY	2,857.00	LF
0370	24889EC	PAVE MARKING-THERMO U-TURN	10.00	EACH
0375	24969ED	LONGITUDINAL SAW CUT	5,729.00	LF
0380	00521	STORM SEWER PIPE-15 IN	701.00	LF
0385	00522	STORM SEWER PIPE-18 IN	71.00	LF
0390	00524	STORM SEWER PIPE-24 IN	12.00	LF
0395	01433	SLOPED BOX OUTLET TYPE 1-18 IN	1.00	EACH
0400	01456	CURB BOX INLET TYPE A	7.00	EACH
0405	01458	CURB BOX INLET TYPE A T	1.00	EACH
0410	01634	CAP CURB BOX INLET	1.00	EACH
0415	01792	ADJUST MANHOLE	2.00	EACH
0420	24814EC	PIPELINE INSPECTION	784.00	LF
0425	06406	SBM ALUM SHEET SIGNS .080 IN	446.88	SQFT
0430	06407	SBM ALUM SHEET SIGNS .125 IN	48.75	SQFT
0435	06410	STEEL POST TYPE 1	473.00	LF
0440	06490	CLASS A CONCRETE FOR SIGNS	9.00	CUYD
0445	21596ND	GMSS TYPE D	35.00	EACH
0450	24631EC	BARCODE SIGN INVENTORY	73.00	EACH
0455	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 234413	011GR23T025-HSIP & FD05	MP011150B2301
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SOUTH DANVILLE BYPASS (US 150B) FROM US 127 EXTENDING EAST TO 0.272 MILES WEST OF US 150 ASPHALT RESURFACING, A DISTANCE OF 2 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE	1,100.00	TON
0010	00190	LEVELING & WEDGING PG64-22	310.00	TON
0015	00301	CL2 ASPH SURF 0.38D PG64-22	1,620.00	TON
0020	00356	ASPHALT MATERIAL FOR TACK	49.00	TON
0025	00388	CL3 ASPH SURF 0.38B PG64-22	5,800.00	TON
0030	02562	TEMPORARY SIGNS	270.00	SQFT
0035	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0040	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0045	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS
0050	02677	ASPHALT PAVE MILLING & TEXTURING	85.00	TON
0055	02696	SHOULDER RUMBLE STRIPS	31,870.00	LF
0060	06510	PAVE STRIPING-TEMP PAINT-4 IN	25,000.00	LF
0065	06542	PAVE STRIPING-THERMO-6 IN W	33,000.00	LF
0070	06543	PAVE STRIPING-THERMO-6 IN Y	22,000.00	LF
0075	06547	PAVE STRIPING-THERMO-12 IN Y	630.00	LF
0800	06565	PAVE MARKING-THERMO X-WALK-6 IN	476.00	LF
0085	06568	PAVE MARKING-THERMO STOP BAR-24IN	454.00	LF
0090	06574	PAVE MARKING-THERMO CURV ARROW	99.00	EACH
0095	06600	REMOVE PAVEMENT MARKER TYPE V	420.00	EACH
0100	10020NS	FUEL ADJUSTMENT	12,032.00	DOLL
0105	10030NS	ASPHALT ADJUSTMENT	30,221.00	DOLL
0110	02569	DEMOBILIZATION	1.00	LS



2 Ft ₁ 10 Ft DGA Outside shoulder = 2 ft. Average Depth = 2 inches 1.25" CL 3 Asph Surf 0.38B, PG64-22 Shoulder, CL 2 Asphalt Surf 0.38D, PG 64-22 Existing Roadway, Do not disturb Average Depth = 1.25 inches Max. Width = 10 ft. 12 Ft FD05 011 150B 000-002 (EB/WB) MP 0.000-2.000 **TYPICAL HALF SECTION BOYLE COUNTY** 24 Ft. Level and wedge as directed by Inside Shoulder (SAME AS MAINLINE) CL 3 Asphalt Surf 0.38B, PG 64-22 12 Ft Average Depth = 1.25 inches Max. Width = 4 Ft. 4 Ft Half Section

*Where Existing Site Conditions Permit

Milling Summary FD05 011 150B 000-002

				Total	85
Milepoint	Comment	Length	Width	Avg Depth	Tons
0.000	EB	125	38	0.625	18
0.000	WB	125	48	0.625	23
2.000	EB	125	50	0.625	24
2.000	WB	125	38	0.625	18

Boyle County
THERMOPLASTIC INTERSECTION PAVEMENT MARKINGS SUMMARY
FD05 011 150B 000-002

MPT.	INTERSECTION	X-WALKS	STP BARS	∢			THERMO		RAILROAD	
		6 INCH	24 INCH	CURVE STR		COMB	12" Y	6 INCH	"R" 6 FOOT	OSS BUCK 16"
		LF	LF	EA		EA	LF	LF	EA	LF.
0	US 127/US127B	232	26	6			80			
0.177	BRENT AVE	244	112	11			80			
0.322	BRENDA AVE		20	7			100			
0.491	SOUTHTOWN DR		20	10			0.2			
0.638	DANIEL/COMMERCE		112	10			80			
0.779	UNNAMED 14 ROAD			10			80			
0.958	UNNAMED 14 ROAD		16	10			02			
1.197	GOSE PIKE		118	12			02			
1.5	QUARRY ENT			8						
1.7	UNNAMED ENT			9						
1.9	UNNAMED ENT			9						
TOTAL		476	454	66	0	0	0 630	0	0	0

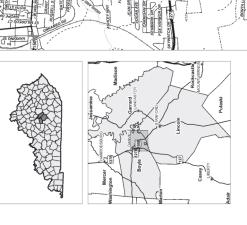
Contract ID: 234413

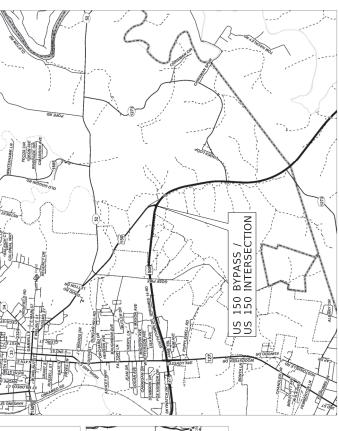
07-0965.00

COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

PROPOSED PROJECT PLANS OF

US 150 BYPASS AND US 150 INTERSECTION







LAYOUT MAP

Designer v10.16.2.267 USER: cbrunty FILE NAME: WY.1785/ACTIVE.1785680681TRANSPORTATION, DESIGNIDRAWING/SHEETS\07_0965_00_R_LAYOUT_SHEET.DGN

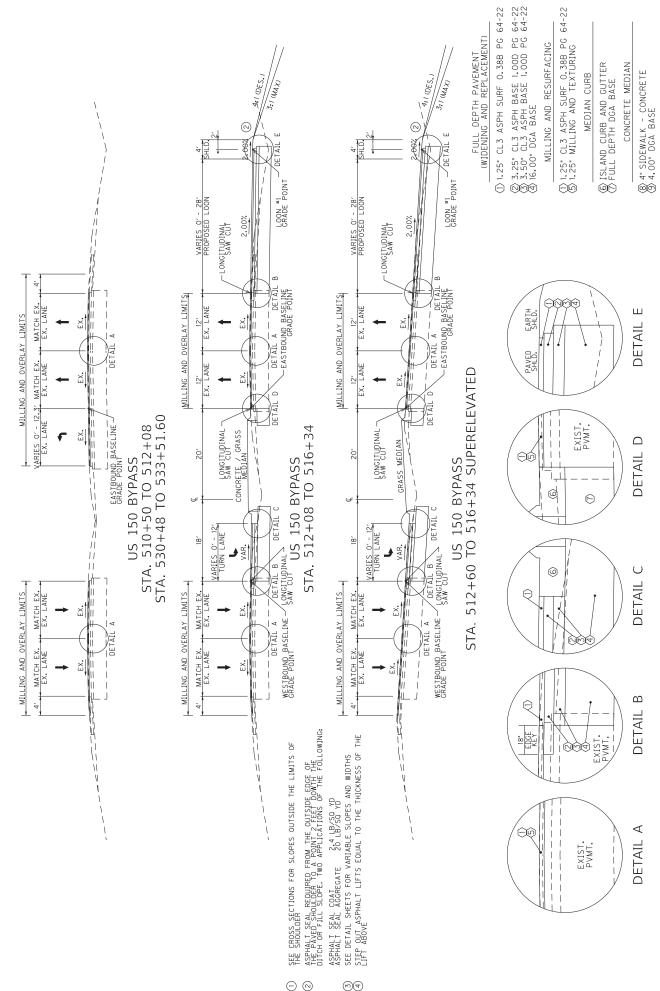
COUNTY OF BOYLE

07-0965.00

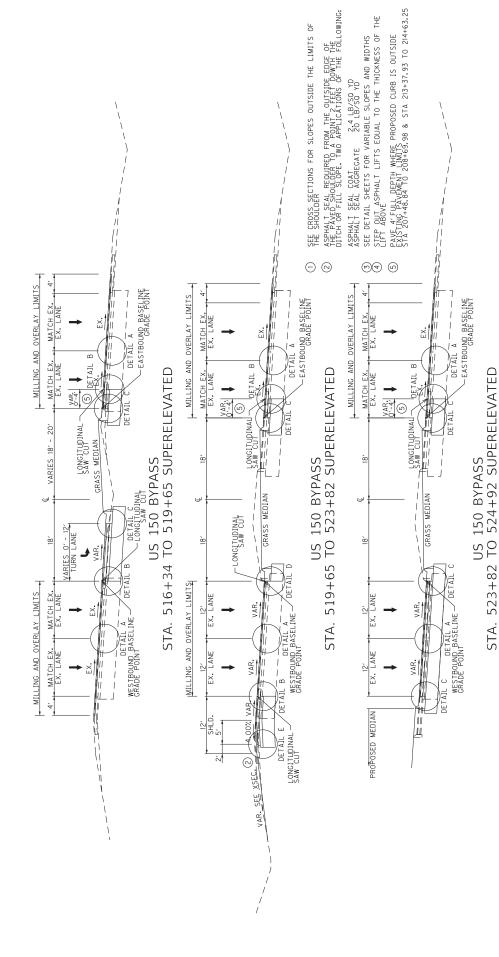
SHEET NO.

N.T.S.

TYPICAL SECTIONS

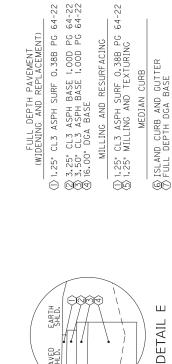


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PAVED SHLD. 0

EXIST. PVMT.





KENTUCKY TRANSPORTATION CABINET COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

DRAWING TITLE: TYPICAL SECTION

DETAIL D

DETAIL C

DETAIL B

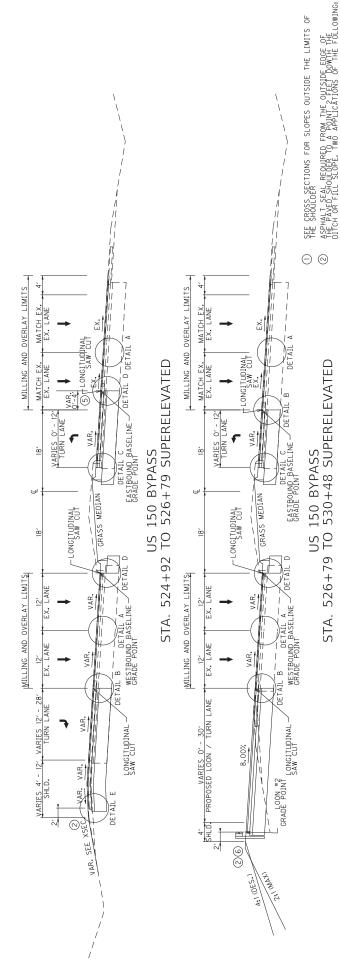
DETAIL A

EXIST. PVMT.

COUNTY OF BOYLE 07-0965.00 SHEET NO. R2A ITEM NO. N.T.S.

Contract ID: 234413

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MILLING AND OVERLAY LIMITS MATCH EX. LONGITUDINAL | MATCH EX. EX. LANE CONCRETE MEDIAN -LONGITUDINAL MILLING AND OVERLAY LIMITS

MATCH EX.

■ VAR.

(S)

PANE 4'FUL DEPTH WHERE PROPOSED CURB IS OUTSIDE EXISTING VANDERN LIMINISS STA 213+37.93 TO 214+63.25

WIDEN EARTH SHOULDER TO 3'-5" FOR GUARDRAIL

JET ABOVE

(v)

SEE DETAIL SHEETS FOR VARIABLE SLOPES AND WIDTHS

2.4 LB/S0 YD 20 LB/S0 YD

ASPHALT SEAL COAT ASPHALT SEAL AGGREGATE

EARTH SHI D. PAVED SHLD. EXIST. PVMT.

0

FULL DEPTH PAVEMENT (WIDENING AND REPLACEMENT)

US 150 BYPASS STA, 530+48 TO 531+19 SUPERELEVATED

EASTBOUND BASELINE GRADE POINT

WESTBOUND E

(2) 3.25° CL3 ASPH BASE 1.00D PG 64-22 (3) 3.50° CL3 ASPH BASE 1.00D PG 64-22 (4) 16.00° DGA BASE (I) 1.25" CL3 ASPH SURF 0.38B PG 64-22

(I) 1.25" CL3 ASPH SURF 0.38B PG 64-22 (S) 1.25" MILLING AND TEXTURING MILLING AND RESURFACING

⑤ ISLAND CURB AND GUTTER
⑦ FULL DEPTH DGA BASE MEDIAN CURB

CONCRETE MEDIAN

ш

DETAIL

DETAIL D

DETAIL C

DETAIL B

DETAIL A

EXIST. PVMT.

(8) 4" SIDEWALK - CONCRETE (9) 4.00" DGA BASE

COUNTY OF BOYLE 07-0965.00 SHEET NO. R2B

N.T.S.

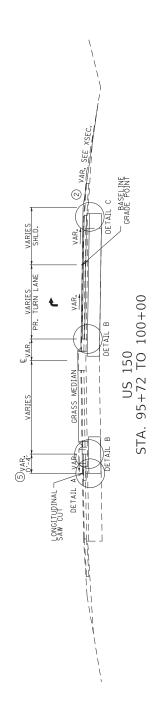
Contract ID: 234413

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DRAWING TITLE: TYPICAL SECTION

TYPICAL SECTIONS



- SEE CROSS SECTIONS FOR SLOPES OUTSIDE THE LIMITS OF THE SHOULDER ⊝ ⊚
- ASPHALT SEAL REQUIRED FROM THE OUTSIDE EDGE OF THE PAVIO SHOULDER TO A POINT 2 FEET DOWTH THE DITCH OR FILL SLOPE. TWO APPLICATIONS OF THE FOLLOWING.
- ASPHALT SEAL COATE 204 LB/S0 YD ASPHALT SEAL AGGREGATE 204 LB/S0 YD
- SEE DETAIL SHEETS FOR VARIABLE SLOPES AND WIDTHS STEP OUT ASPHALT LIFTS EQUAL TO THE THICKNESS OF THE LIFT ABOVE
- - PANE 4'FULL DEPTH WHERE PROPOSED CURB IS OUTSIDE STATMOC PAVEMENT LIMIT SENSTING 374-29.40 TO 99+26.63

(WIDENING AND REPLACEMENT)

- ① 1.25" CL3 ASPH SURF 0.38B PG 64-22
- PG 64-22 PG 64-22 (2) 3.25° CL3 ASPH BASE 1.00D (3) 3.50° CL3 ASPH BASE 1.00D (4) 16.00° DGA BASE

EARTH SHI D.

PAVED SHLD.

MEDIAN CURB

- ⑤ ISLAND CURB AND GUTTER
 ⑦ FULL DEPTH DGA BASE
- ENTRANCE PAVEMENT
- ① 1.25" CL3 ASPH SURF 0.38B PG 64-22 ② 3.25" CL3 ASPH BASE 1.00D PG 64-22 ③ 4" DGA BASE



KENTUCKY TRANSPORTATION CABINET COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

DRAWING TITLE: TYPICAL SECTION

DETAIL C

DETAIL B

DETAIL A

COUNTY OF BOYLE 07-0965.00 SHEET NO. R2C ITEM NO. N.T.S.

06410 STEEL POST TYPE 1

TTEM CODE	DESCRIPTION	TIMIT	OTTANTITO
00001	DGA BASE	TON	6386
00100	ASPHALT SEAL AGGREGATE	TON	14
00103	ASPHALT SEAL COAT	TON	2
00214	CL3 ASPH BASE 1.00D PG64-22	TON	1911
00356	ASPHALT MATERIAL FOR TACK	TON	10
00388	CL3 ASPH SURF 0.38B PG64-22	TON	1285
00521	STORM SEWER PIPE-15 IN	LF	701
00522	STORM SEWER PIPE-18 IN	LF	71
00524	STORM SEWER PIPE-24 IN	LF	12
01433	SLOPED BOX OUTLETTYPE 1-18 IN	EACH	1
01456	CURB BOX INLET TYPE A	EACH	7
01458	CURB BOX INLET TYPE AT	EACH	_
01634	ADMISTAGAMINIST ADMISTAGAMINIST	EACH	
01825	ISI AND CURB AND GUTTER	1F	4 720
01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	EACH	6
02230	EMBANKMENT IN PLACE	CUYD	2,500
02351	GUARDRAIL-STEEL W BEAM-S FACE	LF	275
02360	GUARDRAIL TERMINAL SECTION NO 1	EACH	1
02369	GUARDRAIL END TREATMENT TYPE 2A	EACH	1
02545	CLEARING AND GRUBBING (1.8 ACRES)	LS	1
02562	TEMPORARY SIGNS	SQFT	150
02568	MOBILIZATION	LS	1
02569	DEMOBILIZATION Therefore the state of the s	S	-
02050	PORTABLE CHANGEARLE MESSAGE SIGN	FACH	-، در
02676	MOBILIZATION FOR MILL & TEXT	LS	1
02677	ASPHALT PAVE MILLING & TEXTURING	TON	947
02690	SAFELOADING	CUYD	4.5
02696	SHOULDER RUMBLE STRIPS	LF	3910
02701	TEMP SILT FENCE	LF	1216
02703	SILT TRAP TYPE A	EA	5
02704	SILT TRAP TYPE B	EA	5
02705	SILT TRAP TYPE C	EA	5
02706	CLEAN SILT TRAP TYPE A	EA	5
02707	CLEAN SILT TRAP TYPE B	EA	5
02708	CLEAN SILT TRAP TYPE C	EA	5
02720	SIDEWALK-4 IN CONCRETE	SQYD	587
02726	STAKING	LS	1
05950	EROSION CONTROL BLANKET	SQYD	500
05952	TEMP MULCH	SQYD	13584
05953	TEMP SEEDING AND PROTECTION	SQYD	10188
05963	INITIAL FERTILIZER	TON	0.3
05964	MAINTENANCE FERTILIZER	TON	0.5
05985	SEEDING AND PROTECTION	SQYD	8990
05990	SODDING	SQYD	5738
05992	AGRICULTURAL LIMESTONE	TON	12.7
06406	SBM ALUM SHEET SIGNS .080 IN	SQFT	446.88
06407	SBM ALUM SHEET SIGNS . 125 IN	SQFT	48.75
06110	CTTT DOCT TYPE 1	11	

06490 06511 06542 06543	CLASS A CONCRETE FOR SIGNS PAVE STRIPING-TEMP PAINT-6 IN PAVE STRIPING-THERMO-6 IN W PAVE STRIPING-THERMO-6 IN Y	CUYD LF LF
06543	PAVE STRIPING-THERMO-6 IN Y PAVE STRIPING-THERMO-8 IN W	
06545	PAVE STRIPING-THERMO-8 IN Y	
06568	PAVE MARKING-THERMO STOP BAR-24IN	
06569	PAVE MARKING-THERMO CROSS-HATCH	
06574	PAVE MARKING-THERMO CURV ARROW	
06576	PAVE MARKING-THERMO ONLY	
10020NS	FUEL ADJUSTMENT	
10030NS	ASPHALT ADJUSTMENT	
20071EC	JOINT ADHESIVE	
21289ED	LONGITUDINAL EDGE KEY	
21596ND	GMSS TYPE D	
24631EC	BARCODE SIGN INVENTORY	
24814EC	PIPELINE INSPECTION	
24889EC	PAVE MARKING-THERMO U-TURN	
24969ED	LONGITUDINAL SAW CUT	

DATE PLOTTED: 9/7/2005 7:08:02 PM

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SHEET NO.

COUNTY OF	BOYLE
ITEM NO.	07-0965.00

	SIGNING SUMMARY		
ITEM CODE	DESCRIPTION	UNIT TO BID	QUANITY
06406	SBM ALUM SHEET SIGNS .080 IN	SQFT	446.88
06407	SBM ALUM SHEET SIGNS .125 IN	SQFT	48.75
06410	STEEL POST TYPE 1	LF	473
06490	CLASS A CONCRETE FOR SIGNS	CUYD	6
21596ND	GMSS TYPE D	EACH	35
24631EC	BARCODE SIGN INVENTORY	EACH	73
ALL QUANITIES	ALL QUANITIES CARRED TO GENERAL SUMMARY		

6223

TON TON TON TON

6764 710

DGA BASE DGA BASE

947 10

13778 24117

ASPHALT MATERIAL FOR TACK (0.84 LBS/SQ YD) ASPHALT PAVE MILLING & TEXTURING

1.25

00356 02677

QUANITY

AREA (SQ YD) UNIT TO BID

PAVING SUMMARY

LIFT HEIGHT

ITEM CODE

00388

 $\widehat{\mathbb{Z}}$

1285 971

18684 5433

TON

CL3 ASPH BASE 1.00D PG64-22 CL3 ASPH BASE 1.00D PG64-22

3.25 1.25

3.5 16

00214

00001

CL3 ASPH SURF 0.38B PG64-22

T C CABBED T	00100 ASPHALT SEAL AGGREGATE (20 LBS/SQ YD) 2 APPS.	721
LIES CANNED I	O GENERAL SOMMANI	

RY	REMARKS	32	H															
IARY	ЭПОНИАМ ТЅОГО	01792	EACH													1	2	
PIPE DRAINAGE SUMMARY	CVb CNKB BOX INFEL	01634 (EACH I							1							1	
AINAG	CORB BOX INLET TYPE AT	01458	EACH					1									I	
TPE DE	CORB BOX INFEL TYPE A	01456	EACH		1	_	1				-	-	-	-			7	
I	SLOPED BOX OUTLET	01433	EACH				1										-	
	SLOKM SEMEK PIPE-24 IN	00524	LF		12												12	
	STORM SEWER PIPE-18 IN	00522	LF				71										71	γ.
	STORM SEWER PIPE-15 IN	00521	LF			219					199	142	133	∞			701	GENERAL SUMMARY
	СОЛЕК НЕІСНІ		FT		4.0	4.0	4.0				4.0	4.0	4.0	4.0				5 7
	DESIGN ЬН ГЕЛЕГ				M	M	M	M	M	M	M	M	M	Z		M		NERA
	SKEM																	
		ITEM CODE	UNIT TO BID	US 150 BYPASS	516+53.06	519+50	521+70	523+87.43	526+02.37	526+03.15	526+50	528+50	529+94	531+28.98	US 150	98+87.87	TOTALS	ALL QUANITIES CARRED TO



Contract ID: 234413 Page 98 of 205

Discriment Dis	96								
BEGIN SIALION	TOTAL								
BEGN STATION BEGN OFFENT ALICANEXT END STATION C.5.0.000 C.7.4 U.S.150 BYPASS S12-56.70 C.5.5 C.5.00LD YELLOW L.F.	48	LF	6"DASHED YELLOW 2X6	-18.0'	530+46.05	US 150 BYPASS	-18.0'	529+98.20	US 150 BYPASS
BEGIN STATION BEGIN OFFINE ALIGNMENT EXD STATION FORTH DESCRIPTION UNIT	48	LF	6"DASHED YELLOW 2X6	20.0'	513+76.44	US 150 BYPASS	20.0'	513+28.44	US 150 BYPASS
BEGN SIATION BEGN OFFSET ALIGNMENT END STATION CONTINUED	868								
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION	TOTAL								
BEGN STATION BEGN OFFSET ALIGNMENT END STATION E	202	LF	6"DASHED WHITE 2X6	-42.1'	530+48.13	US 150 BYPASS	-42.0'	528+50.00	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALICANENT END DIFFSET DESCRIPTION UNIT	180	LF	6"DASHED WHITE 2X6	18.0'	526+75.14	US 150 BYPASS	18.0'	524+93.64	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALICAMENT ENDOFFSET DESCRIPTION UNIT S10+5000 7-4 US 150 BYPASS 512+26.70 -5.5 6*SOLID YELLOW LF S10+5000 -19.8 US 150 BYPASS 512+26.70 -5.5 6*SOLID YELLOW LF S12+08.87 20.0 US 150 BYPASS 512+26.70 -8.5 6*SOLID YELLOW LF S12+08.87 20.0 US 150 BYPASS 512+36.90 -18.0 6*SOLID YELLOW LF S12+08.87 -18.0 US 150 BYPASS 522+98.20 -18.0 6*SOLID YELLOW LF S12+08.41 20.0 US 150 BYPASS 522+98.20 -18.0 6*SOLID YELLOW LF S12+08.00 19.4 US 150 BYPASS 522+98.20 -18.0 6*SOLID YELLOW LF S12+08.00 19.4 US 150 BYPASS 522+98.20 -18.0 6*SOLID YELLOW LF S12+08.00 -18.3 US 150 BYPASS 522+98.20 -18.0 6*SOLID YELLOW LF S12+08.00 -14.2 US 150 BYPASS 522+98.20 -18.0 6*SOLID YELLOW LF S12+08.00 -14.2 US 150 BYPASS 522+98.20 -18.0 6*SOLID WHITE LF S12+08.00 -14.2 US 150 BYPASS 522+90.00 20.2 6*SOLID WHITE LF S12+08.00 -12.0 US 150 BYPASS 522+90.00 20.2 6*SOLID WHITE LF S12+08.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE LF S12+08.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE LF S12+08.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE LF S12+08.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE LF S12+08.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE LF S12+08.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE US S12+09.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE US S12+09.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE US S12+09.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE US S12+09.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE US S12+09.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE US S12+09.00 -12.0 US 150 BYPASS 522+90.00 -12.0 6*SOLID WHITE US	180	LF	6" DASHED WHITE 2X6	-18.0'	518+78.33	US 150 BYPASS	-18.0'	516+99.61	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION DESCRIPTION UNIT	306	LF	6" DASHED WHITE 2X6	44.7'	516+34.00	US 150 BYPASS	44.0'	513+28.27	US 150 BYPASS
BEGN SIAIION BEGN OFFSET ALICANIENT END STATION END OFFSET DESCRIPTION UNIT \$10+50.00 7.4 US 150 BFPASS \$12+26.70 -5.5 C*SOLID YELLOW LIF \$10+50.00 -18.8 US 150 BFPASS \$12+26.70 -5.5 C*SOLID YELLOW LIF \$12+08.87 20.0 US 150 BFPASS \$12+26.70 -5.5 C*SOLID YELLOW LIF \$12+08.87 20.0 US 150 BFPASS \$12+26.10 -18.0 C*SOLID YELLOW LIF \$12+08.87 20.0 US 150 BFPASS \$12+26.10 -18.0 C*SOLID YELLOW LIF \$12+06.63 -18.0 US 150 BFPASS \$12+20.00 0.0 C*SOLID YELLOW LIF \$12+06.05 -18.0 US 150 BFPASS \$12+52.0 0.0 C*SOLID YELLOW LIF \$10+50.00 19.3 US 150 BFPASS \$12+60.63 -18.0 C*SOLID YELLOW LIF \$10+50.00 19.3 US 150 BFPASS \$12+60.63 -18.4 C*SOLID YELLOW LIF <	4602								
BEGIN SIAHON BEGIN OFFSET ALIGNMENT EXD STATION EXD OFFSET DESCRIPTION UNIT	TOTAL								
BEGIN SIAHON BEGIN OFFSET ALICAMENT EXD STATION EXD OFFSET DESCRIPTION USI 150 BYPASS 512+26.70 5.55 6*SOLID YELLOW LF	2323	LF	6"DASHED WHITE 10X30	-29.9'	533+51.60	US 150 BYPASS	-32.2'	510+50.00	US 150 BYPASS
BEGIN STATION BEGIN OFFINE ALIGNMENT END STATION END OFFINE DESCRIPTION UNIT	2279	LF	6"DASHED WHITE 10X30	29.8'	533+51.60	US 150 BYPASS	31.5'	510+50.00	US 150 BYPASS
BEGIN STATION BEGIN OFFISET ALIGNMENT END STATION END OFFISET DESCRIPTION UNIT	821								
BEGIN STATION BEGIN OFFSET ALICANMENT END STATION END OFFSET DESCRIPTION UNIT	TOTAL								
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	460	T.F	8"SOLID YELLOW	-42.0'	525+43.90	US 150 BYPASS	-4.7'	94+72.42	US 150
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	361	LF	8"SOLID YELLOW	-42.0'	523+55.55	US 150 BYPASS	-4.7'	94+72.42	US 150
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	231								
SIGN STATION BEGIN OFFSET ALICNMENT EXD STATION EXD OFFSET DESCRIPTION UNIT	TOTAL								
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	231	LF	8" SOLID WHITE	-42.0'	525+82.00	US 150 BYPASS	-42.0'	523+55.55	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALICNMENT END STATION EXD OFFSET DESCRIPTION UNIT	5983			-					
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	TOTAL								
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	386	TF	6" SOLID WHITE	-18.0'	530+46.05	US 150 BYPASS	18.0'	526+75.14	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	273	TF	6" SOLID WHITE	-42.0'	528+50.00	US 150 BYPASS	-42.0'	525+82.00	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	887	LF	6" SOLID WHITE	-42.2'	533+51.60	US 150 BYPASS	-69.6'	99+53.45	US 150
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	390	TF	6" SOLID WHITE	-18.0'	516+99.61	US 150 BYPASS	20.0'	513+28.44	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	1536	LF	6" SOLID WHITE	20.2'	96+80.00	US 150	-44.5'	510+50.00	US 150 BYPASS
SIGN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	2283	LF	6" SOLID WHITE	43.0'	533+51.60	US 150 BYPASS	43.6'	510+50.00	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	228	LF	6" SOLID WHITE	-18.4'	512+60.63	US 150 BYPASS	19.3'	510+50.00	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	4457								
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	TOTAL								
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	142	IF	6" SOLID YELLOW	17.9'	533+51.60	US 150 BYPASS	-18.3'	532+10.30	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	140	LF	6" SOLID YELLOW	19.1'	533+51.60	US 150 BYPASS	19.4'	532+10.30	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	117	LF	6" SOLID YELLOW	0.0'	531+52.50	US 150 BYPASS	-18.0'	530+46.05	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	162	LF	6" SOLID YELLOW	0.0'	531+52.50	US 150 BYPASS	18.0'	529+99.97	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	1655	LF	6" SOLID YELLOW	-18.0'	529+98.20	US 150 BYPASS	20.0'	513+76.44	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	1635	LF	6" SOLID YELLOW	-18.0'	529+98.20	US 150 BYPASS	20.0'	513+76.44	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	116	LF	6" SOLID YELLOW	-18.0'	513+76.19	US 150 BYPASS	-18.4'	512+60.63	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT \$10+50.00 7.4* US 150 BYPASS \$12+26.70 -5.5* 6"SOLID YELLOW LF \$10+50.00 -19.8* US 150 BYPASS \$12+26.70 -5.5* 6"SOLID YELLOW LF	120	LF	6" SOLID YELLOW	20.0'	513+28.44	US 150 BYPASS	20.0'	512+08.87	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT 5 510+50.00 7.4" US 150 BYPASS 512+26.70 -5.5" 6"SOLID YELLOW LF	185	LF	6" SOLID YELLOW	-5.5'	512+26.70	US 150 BYPASS	-19.8'	510+50.00	US 150 BYPASS
BEGIN STATION BEGIN OFFSET ALIGNMENT END STATION END OFFSET DESCRIPTION UNIT	185	LF	6" SOLID YELLOW	-5.5'	512+26.70	US 150 BYPASS	7.4'	510+50.00	US 150 BYPASS
SI KIPING LABLE	QUANITY	UNII	DESCRIPTION	END OFFSET	END STATION	ALIGNMENT	BEGIN OFFSET	BEGIN STATION	ALIGNMENT
				J IADLE	SIKITING				

	STRIPING SUMMARY		
ITEM CODE	DESCRIPTION	UNIT TO BID	QUANITY
06542	PAVE STRIPING-THERMO-6 IN W	LF	7351
06543	PAVE STRIPING-THERMO-6 IN Y	LF	4481
06544	PAVE STRIPING-THERMO-8 IN W	TF	231
06545	PAVE STRIPING-THERMO-8 IN Y	TF	821
06568	PAVE MARKING-THERMO STOP BAR-24IN	TF	16
06569	PAVE MARKING-THERMO CROSS-HATCH	SQFT	668
06574	PAVE MARKING-THERMO CURV ARROW	EACH	7
06576	PAVE MARKING-THERMO ONLY	EACH	4
24889EC	PAVE MARKING-THERMO U-TURN	EACH	10

DEPARTMENT OF HIGHWAYS

COMMONWEALTH OF KENTUCKY

DEPARTMENT OF HIGHWAYS

COMMONWEALTH OF KENTUCKY

DEPARTMENT OF HIGHWAYS

DE

DRAWING TITLE: STRIPING SUMMARY

DATE PLOTTED: 9/7/2005 7:08:02 PM

COUNTY OF BOYLE

07-0965.00 SHEET NO. R3B

TOTAL Estimated Sign Post Length (LF)

2-1/4" Stiffener Req'd (incdntl to post)

12

Yes

13 11 11

Yes

1 9 9 9 11 1

Contract ID: 234413 Page 99 of 205

COUNTY OF BOYLE

TTEM NO. 07-0965.00 SHEET NO. R3C

SAWING TITLE: SIGNING TABLE

KEMUCK KEMUCK THANSPORTAT CABINET
COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

Č	2
<u>\</u>	KENTUCKY TRAASPORTATION CABINET
VTUCKY	XS

SIGN LOCATION	GN LOCATION	N				SIGNIN	SIGNING TABLE			Boyle County SHEETING		US 150 SBM Alum	SBM Alum				timated
pprox. Facing MUTCD Mile Traffic Code Point Traveling	Approx. Facing MUTCD Station Mile Traveling Code	pprox. Facing MUTCD Mile Traffic Code Point Traveling	MUTCD		Sign	Sign Description	Sign Text / Remarks	Sgn Dimensions (ink in)	Text/ Symbol Color	l -	Sheeting Type	Signs 0.080 IN	Sheet Signs 0.125 IN	Installation Type	Bracing Req'd	#of E Sign Posts	Estimated Length of 2" Post (ft)
EB M2-1	EB M2-1	M2-1	M2-1		Ing	Junction		30 × 21	Black	White	≂	4.38	(SQFI)			1	
EB M1-5	EB M1-5	M1-5	M1-5	++	State Route Sig	State Route Sign (1 or 2 digit)	"150"	36 x 36	Black	White	₹ ≅	9.00		i Ahe D		4	9
92+72 EB W3-1 Stop Ahead EB M4-2 By-Pass	EB W3-1 EB M4-2	W3-1 M4-2	W3-1 M4-2		Stop Ahe Bv-Pas	pead		36 x 36 36 x 18	Red &	Yellow	= =	9.00		Type D		-	11
	M3-4	M3-4	M3-4		Wes	t (4 or 2 digit)	"150"	36 x 18	Black	White	₹ ₹	4.50		Type D	Yes	-	
M5-1R Advance Rig	EB M5-1R	M5-1R	M5-1R	+	Advance Right	Turn Arrow	ACT	30 x 21	Black	White	₹ 🗵	4.38					
EB M4-5	EB M4-5	M4-5	M4-5	+	요]			36 x 18	Black	White	× ×	4.50					
M3-2 M1-5	M3-2 M1-5	M3-2 M1-5	M3-2 M1-5		State Route Sign	n (1or 2 digit)	"150"	36 x 36	Black	White	₹ ≅	9.00		Type D	Yes	1	
M5-1R Advance R	M5-1R	M5-1R	M5-1R	Н	Advance Right	Turn Arrow		30 x 21	Black	White	×	4.38				\dagger	
M3-4	WB M3-4	M3-4	M3-4	+	Ctate Doute 6:	st (1 or 2 digit)	"450"	36 x 18	Black	White	≅ ₹	4.50		Type D		1	13
R3-5R	EB R3-5R	R3-5R	R3-5R	State	Right Turr	ONLY COLD	A-74	30 x 36	Black	White	₹ ₹	7.50		Type D		1	11
EB R6-1R	EB R6-1R	R6-1R	R6-1R		One W	/ay		54 × 18	Black	White	×		6.75	Type D		-	13
EB R1-1	K1-1 K4R R5-1	K1-1 K4R R5-1	R1-1		Stop	nd or r		36 x 36	White	Red	× ×	00.6		Tume		-	-
R5-1a	WB R5-1a	WB R5-1a	R5-1a		Wrong	Nay		36 x 24	White	Red	₹ ₹	00.9		Type D		-	10
510+92 WB R5-1a	WB R5-1a	WB R5-1a	R5-1a		Wrong W	/ay		36 x 24	White	Red	×	00'9		Type D		1	10
515+00 EB R5-1a	EB R5-1a	EB R5-1a	R5-1a		Wrong V	Vay		36 x 24	White	Red	×	00'9		Type D		1	10
513+25 EB R5-1	EB R5-1	EB R5-1	R5-1		Do Not E	nter		36 x 36	White	Red	₹ :	9.00		Type D			11 :
213+25 EB K3-1 D0 NOT ENER	EB KS-1	EB KS-1	K5-1		Do Not Er	iler		30 X 30	Wnite	Ked	< 5	9.00		n adkı		-	II
M1-5 State	FB M1-5 State	FB M1-5 State	M1-5 State	State	State Route Sign	11 or 2 digit)	"150"	36 x 36	Black	White	< ×	9.00		Type D		-	13
WB R5-1	WB R5-1	WB R5-1	R5-1	State	Do Not Er	iter	P. C.	36 x 36	White	Red	- -	9.00		2246		4	1
R6-1L	EB R6-11	EB R6-11	R6-1L		One Wa	JA.		54 x 18	Black	White	×		6.75	Type D		1	10
	M4-5	M4-5	M4-5		To			36 x 18	Black	White	×	4.50					
M3-2	WB M3-2	WB M3-2	M3-2	\dashv	East			36 x 18	Black	White	≅	4.50		Type D		-	16
	WB M1-5	WB M1-5	M1-5	+	State Route Sign	1 or 2 digit)	"150"	36 x 36	Black	White	₹ 5	9.00				,	
M4-5	M4-5	M4-5	M4-5		Auvalice Iuii	AILOW		36 x 18	Black	White	< ×	4.50					
WB M3-2	WB M3-2	WB M3-2	M3-2	+	East			36 x 18	Black	White	×	4.50		, i			ţ
WB M1-5	WB M1-5	WB M1-5	M1-5	+	State Route Sign (1	or 2 digit)	"150"	36 x 36	Black	White	×	9.00		n adkı		-	OT
WB	WB M6-2L	WB M6-2L	M6-2L	+	Upward Left Diag	onal Arrow		30 x 21	Black	White	× ×	4.38	32.3				
D1-5 Custo	EB D1-5	EB D1-5	D1-5		Custom Des	tination		72 x 30	White	Green	₹		15.00	Type D	Yes	7	
M4-5	M4-5	M4-5	M4-5		_	.0		36 x 18	Black	White	×	4.50					
M1-4	M1-4	M1-4	M1-4	+	US Route Sign	(1 or 2 digit)	"52"	36 x 36	Black	White	≅ :	00.6		Type D	Yes		
MED 524+44 EB MB-2L Upward Left Diagonal Arrow	EB M6-2L	EB M6-2L	M8-2L	+	Upward Lett Di	agonal Arrow		30 x 21	Black	White	× ×	4.38					
M1-5	M1-5	M1-5	M1-5		State Route Si	State Route Sign (1 or 2 digit)	"150"	36 x 36	Black	White	×	9.00		Type D	Yes	+	
M6-2L	M6-2L	M6-2L	M6-2L	+	Upward Left I	Upward Left Diagonal Arrow		30 x 21	Black	White	≅	4.38					
\perp	M4-5	M4-5	M4-5	\perp	IIS Route Si	IS Route Sign (1 or 2 digit)	"52"	36 x 18	Black	White	× ×	4.50		Tvne D	Yes	-	
WB M6-1R	WB M6-1R	WB M6-1R	M6-1R		Rig	Right Arrow		30 x 21	Black	White	= =	4.38)	
M3-4	WB M3-4	WB M3-4	M3-4	H		West		36 x 18	Black	White	×	4.50					
M1-5	M1-5	M1-5	M1-5	-	State Rout	State Route Sign (1 or 2 digit)	"150"	36 x 36	Black	White	×	9.00		Type D	Yes	+	
M6-1R	M6-1R	M6-1R	M6-1R		.B.	Right Arrow		30 x 21	Black	White	×	4.38					
R3-7R	WB R3-7R	WB R3-7R	R3-7R	+	Right Lane	Right Lane Must Turn Right		36 x 36	Black	White	₹ 5	9.00		Type D		+	11
K2-L4	K2-L4	K2-L4	K2-L4		A	wrong way		36 × 24	wille	White	2 2	0.00					
M1-4	M1-4	M1-4	M1-4		US Route S	US Route Sign (1 or 2 digit)	"52"	36 x 36	Black	White	= =	9.00		Type D	Yes	1	
M5-3	FB M5-3	FB M5-3	M5-3	Н	Advanc	e Turn Arrow		30 x 21	Black	White	ΙX	4.38					
EB M3-4	EB M3-4	EB M3-4	M3-4	+		West		36 x 18	Black	White	≂	4.50					
EB MI-5 State Koute 2	MI-5	MI-5	MI-5		State Route	State Route Sign (1 or 2 digit)	150	36 x 36	Black	White	× ×	00.6		iype D	res	-	
C-CIAI GE	C-CIAI GE	C-CIAI GE	C-CIAI		Advalle	Auvalice Tull Allow		30 x 71	DIGCK	ANIIIA	<	4.30		Stnd w/			
530+05 WB R6-1L One	WB R6-1L	WB R6-1L	R6-1L		One	One Way		54 x 18	Black	White	≅		6.75	Soil Plate		+	10
WB M2-1 Junction	M2-1	M2-1	M2-1		Junc	tion		30 x 21	Black	White	×	4.38					
WB M4-2	WB M4-2	WB M4-2	M4-2		By-F	By-Pass		36 x 18	Black	White	×	4.50		Stnd w/			12
M1-5 State	WB M1-5 State	WB M1-5 State	M1-5 State	State	State Route S	Route Sign (1 or 2 digit)	"150"	36 x 36	Black	White	×	9.00		Soil Plate		-	13
EB R5-1	EB R5-1	EB R5-1	R5-1		Do N	lot Enter		36 x 36	White	Red	×	9.00				_	
	WB R5-1	WB R5-1	R5-1		Do	Do Not Enter		36 x 36	White	Red	×	9.00		Type D		1	11
530+95 WB R5-1	WB R5-1	WB R5-1	R5-1		Do	Not Enter		36 x 36	White	Red	≅	9.00		Type D		1	11
531+00 EB R5-1	EB R5-1	EB R5-1	R5-1		Do	Not Enter		36 x 36	White	Red	ΙX	9.00		Type D		1	11
512+13 WB R5-1	WB R5-1	WB R5-1	R5-1		Do	Not Enter		36 x 36	White	Red	≅	9.00		Type D		7	11
512+64 WB R5-1	WB R5-1	WB R5-1	R5-1		O D	Not Enter		36 x 36	White	Red	×	9.00		Type D		-	11
513+25 EB R5-1	EB R5-1	EB R5-1	R5-1			Do Not Enter		36 x 36	White	Red	× ×	00.6		Type D			11 :
EB R5-1	EB R5-1	EB R5-1	R5-1a		N N	Jo Not Enter Wrong Wav		36 x 24	White	Red	< ×	6,00		Type D			10
533+00 EB R5-1a	EB R5-1a	EB R5-1a	R5-1a		W	Wrong Way		36 x 24	White	Red	×	6.00		Type D		-	10
99+07 EB R6-1R	EB R6-1R	R6-1R	R6-1R		O	One Way		54 x 18	Black	White	×		6.75	Type D		1	13
	EB	+	+	R1-1 Si	Š	top		36 x 36	White	Red	×	9.00		41.			
*	_ «	-															

16 56 15 15

> Yes Yes Yes

13 15 15 15 15 11

Yes Yes

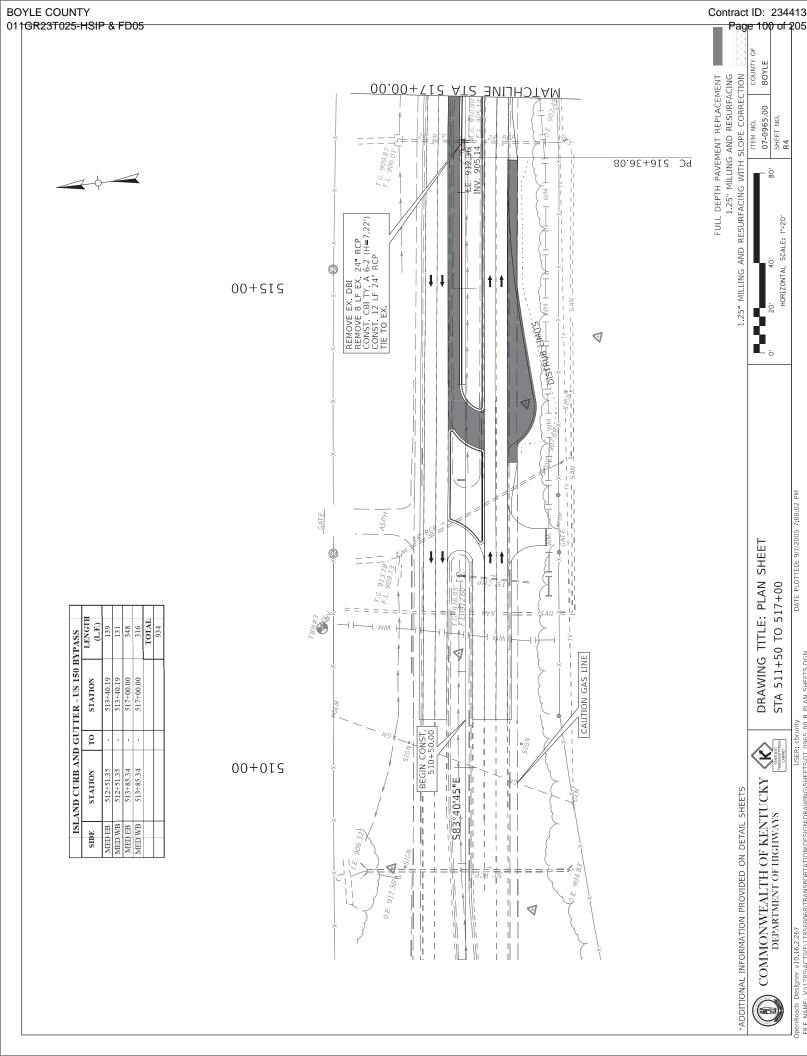
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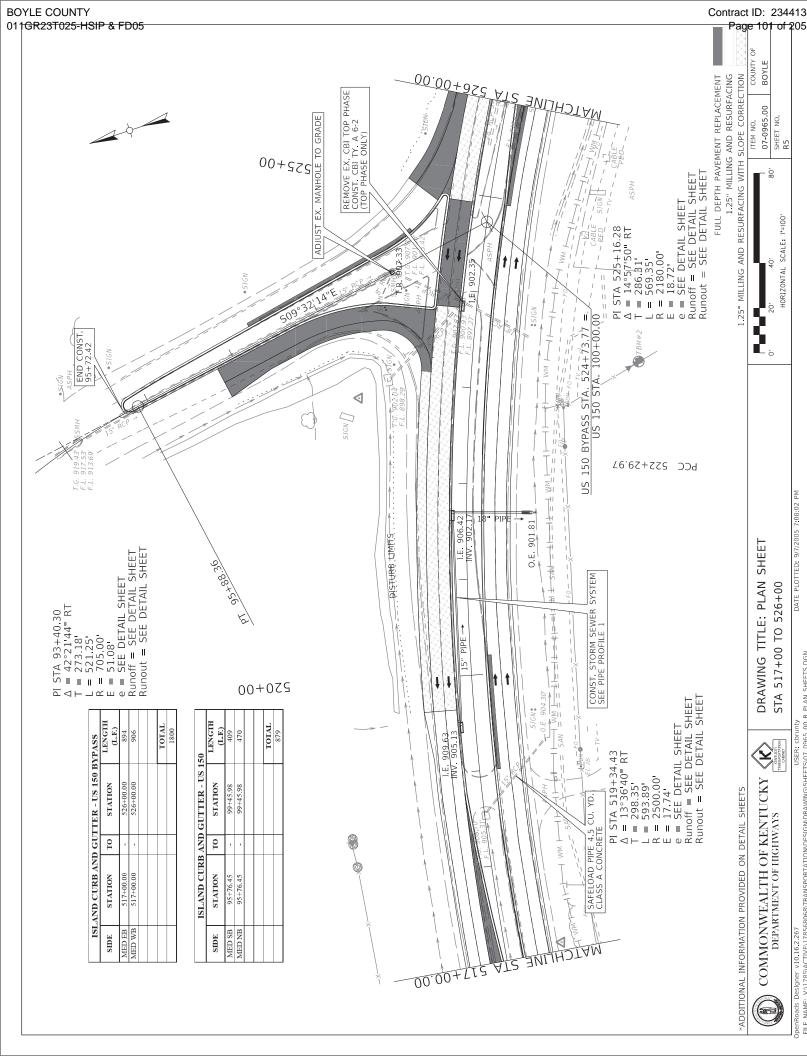
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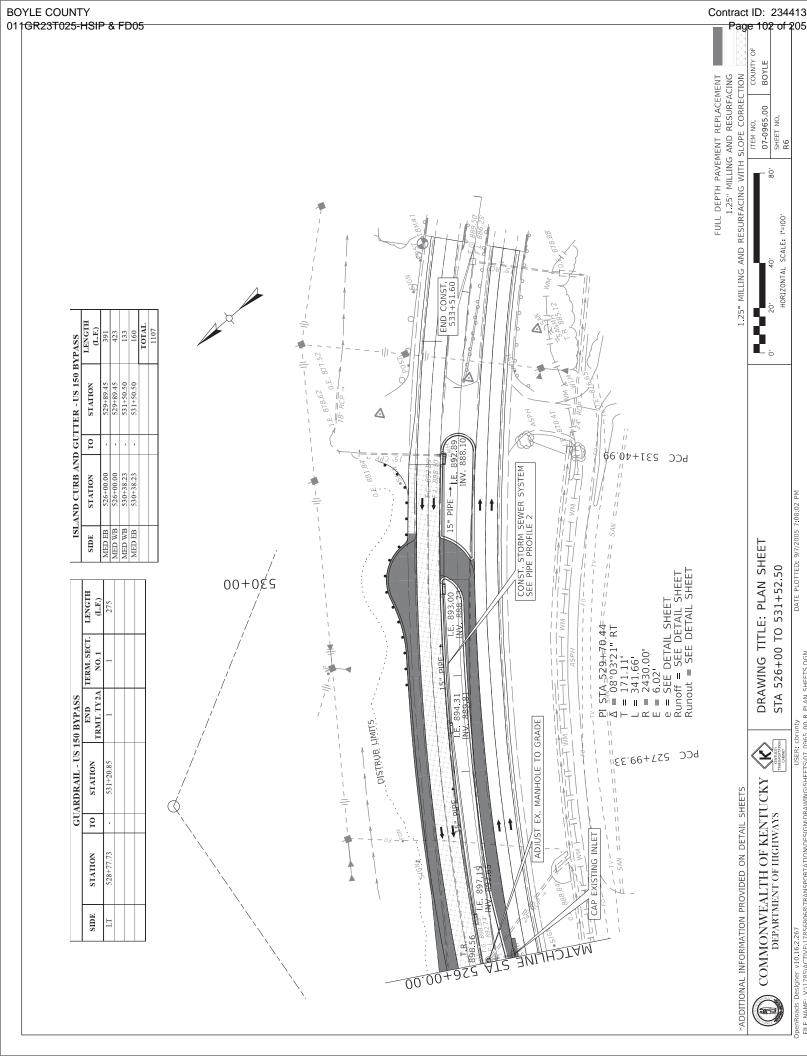
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Yes

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GEOM

MOTE ATO	MOLLEN GOSTA	STATE PLANE	STATE PLANE COORDINATES
SIAIION	DESCRIPTION	NORTH (Y)	EAST (X)
81+90.82	POB	3752039.5261	5214586.1100
90+67.11	ЪС	3751498.8193	5215275.6862
93+40.30	IdH	3751330.2528	5215490.6631
95+88.36	PT	3751060.8443	5215535.9266
100+00.00	POE	3750654.8954	5215604.1303

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NOEL 4 ES	NORDHIGOSTA	STATE PLANE COORDINATES	COORDINATES
SIAIION	DESCRIPTION	NORTH (Y)	EAST (X)
500+00.00	POB	3751065.3115	5213176.9055
516+36.08	PC	3750885.1898	5214803.0392
519+34.43	IdH	3750852.3433	5215099.5767
522+29.97	PCC	3750750.6353	5215380.0564
525+16.28	HPI	3750653.0335	5215649.2127
527+99.33	DCC	3750489.2420	5215884.0393
529+70.44	HPI	3750391.3500	5216024.3863
531+40.99	PCC	3750274.7558	5216149.6297
535+38.88	HPI	3750003.6438	5216440.8535
539+28.83	Id	3749649.9171	5216623.0359
539+65.24	POE	3749617.5505	5216639.7059

GEOM	GEOMETRIC CONTROL POINTS - BASELINE	L POINTS - BAS	ELINE
VOTTATS	NOLLHIGOSAG	STATE PLANE COORDINATES	COORDINATES
STATION	DESCRIPTION	NORTH (Y)	EAST (X)
30+00.00	HOB	3750967.1272	5215531.1988
30+89.19	Эd	3750879.1542	5215545.8636
31+33.77	IdH	3750835.1732	5215553.1951
31+76.93	DOG	3750792.2429	5215541.1506
32+32.91	HPI	3750738.3390	5215526.0274
32+61.11	POE	3750759.4348	5215474.1688

GEOMETRIC CONTROL POINTS - WESTBOUND BASELINE

MOLLATS	NOLLHIGOSTA	STATE PLANE	STATE PLANE COORDINATES
SIAIION	DESCRIFTION	NORTH (Y)	EAST (X)
300+00.00	POB	3750953.4135	5214359.6982
300+71.07	HPI	3750945.0547	5214430.2740
301+08.27	HPI	3750940.5002	5214467.1962
304+48.16	ЪС	3750903.0804	5214805.0209
307+48.66	HPI	3750869.9974	5215103.6935
310+46.33	PCC	3750767.5571	5215386.1926
313+35.00	HPI	3750669.1494	5215657.5713
316+20.39	PCC	3750504.0055	5215894.3368
317+33.32	HPI	3750439.4004	5215986.9606
318+46.08	PCC	3750366.5422	5216073.2431
318+94.55	HPI	3750335.2747	5216110.2717
319+43.00	POE	3750302.5661	5216146.0337

GEOMETRIC CONTROL POINTS - LOON #1

NOTTATIS	NOLLEGE BELLON	STATE PLANE	STATE PLANE COORDINATES
SIAIION	DESCRIPTION	NORTH (Y)	EAST (X)
10+00.00	POB	3750875.3449	5214492.2588
10+05.84	HPI	3750874.7016	5214498.0668
10+10.58	PRC	3750869.3258	5214500.3575
10+42.30	HPI	3750840.1431	5214512.7927
10+65.84	PT	3750842.0474	5214544.4572
11+38.27	PC	3750846.3958	5214616.7606
12+28.31	HPI	3750851.8008	5214706.6319
13+17.86	POE	3750841.0661	5214796.0233

GEON	TETRIC CONTR	GEOMETRIC CONTROL POINTS - LOON #2	ON #2
NOTE ATS	NORMADSAG	STATE PLANE COORDINATES	COORDINATES
SIAIION	DESCRIPTION	NORTH (Y)	EAST (X)
20+06.32	POB	3750652.7519	5215724.2176
21+18.92	IdH	3750597.9484	5215822.5792
22+31.33	PCC	3750533.5324	5215914.9319
22+93.94	IdH	3750497.7116	5215966.2879
23+56.53	PRC	3750459.3489	5216015.7740
23+88.28	IdH	3750439.8931	5216040.8710
24+19.12	PRC	3750432.2767	5216071.6992
24+63.45	IdH	3750421.6428	5216114.7411
24+89.13	PRC	3750378.4476	5216104.7481
24+95.18	IdH	3750372.5599	5216103.3860
25+00.00	POE	3750368.6164	5216107.9651

GEOMETRIC CONTROL POINTS - EASTBOUND BASELINE

NOTTATS	DESCENEUTON	STATE PLANE	STATE PLANE COORDINATES	ROHAHON
STATION	DESCRIFTION	NORTH (Y)	EAST (X)	EQUATION
200+00.00	POB	3750919.1907	5214317.7535	
200+43.67	HPI	3750914.1067	5214360.3152	
201+47.25	HPI	3750902.7032	5214463.2655	
204+86.89	HPI	3750865.3114	5214800.8374	TAPER FROM US 150 BYPASS 516+36.08 20' RT
206+85.38	PC	3750837.5725	5214997.3262	TAPER TO US 150 BYPASS 518+36.08 18' RT
208+81.32	HPI	3750800.5076	5215189.7226	
210+76.44	PCC	3750733.7135	5215373.9202	
213+60.38	HPI	3750636.9176	5215640.8541	
216+41.09	PCC	3750474.4785	5215873.7418	
218+06.81	HPI	3750379.6758	5216009.6597	
219+72.00	POE	3750267.1754	5216131.3350	

COORDINATE CONTROL POINTS

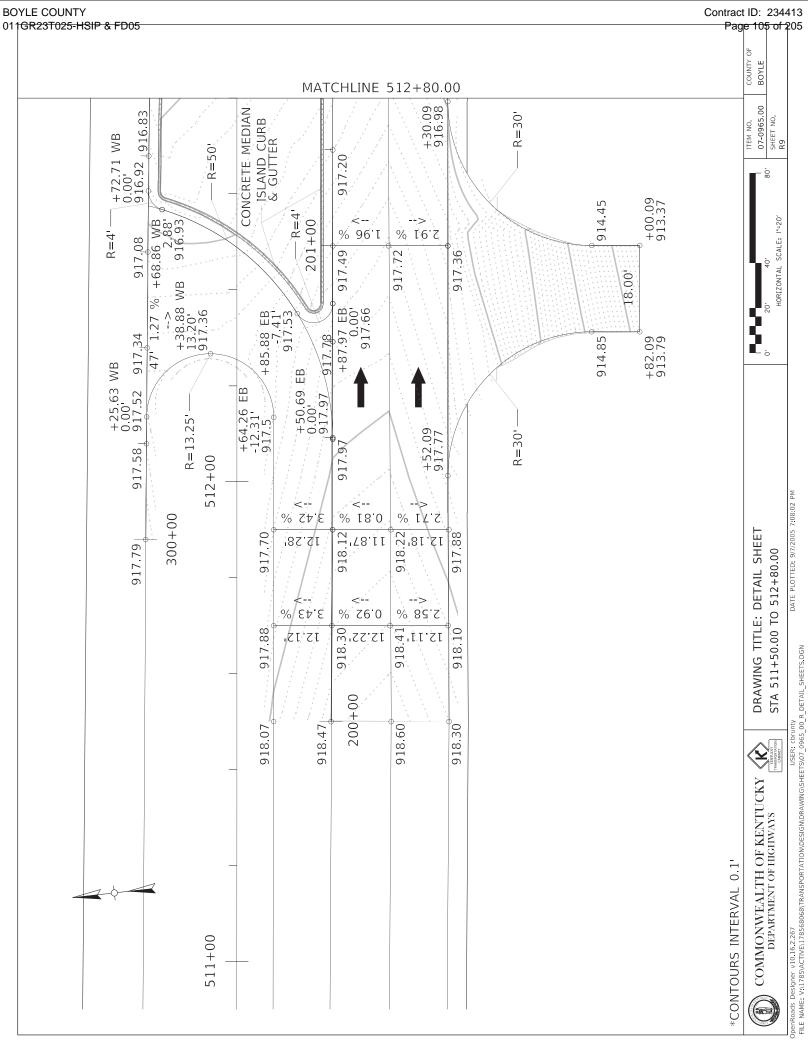
NOTTATS	1.43410	DESCRIPTION	TATS	STATE PLANE COORDINATES	ATES
STATION	OFFSEI	DESCRIFTION	NORTH (Y)	EAST (X)	ELEV. (Z)
533+44.40	54.30 LT	TBM #1	3750165.9927	5216332.5284	896.1405
523+40.86	173.14 RT	TBM #2	3750550.6377	5215416.0724	791.7768
511+45.58	149.36 LT	TBM #3	3751087.6434	5214331.9704	927.6718

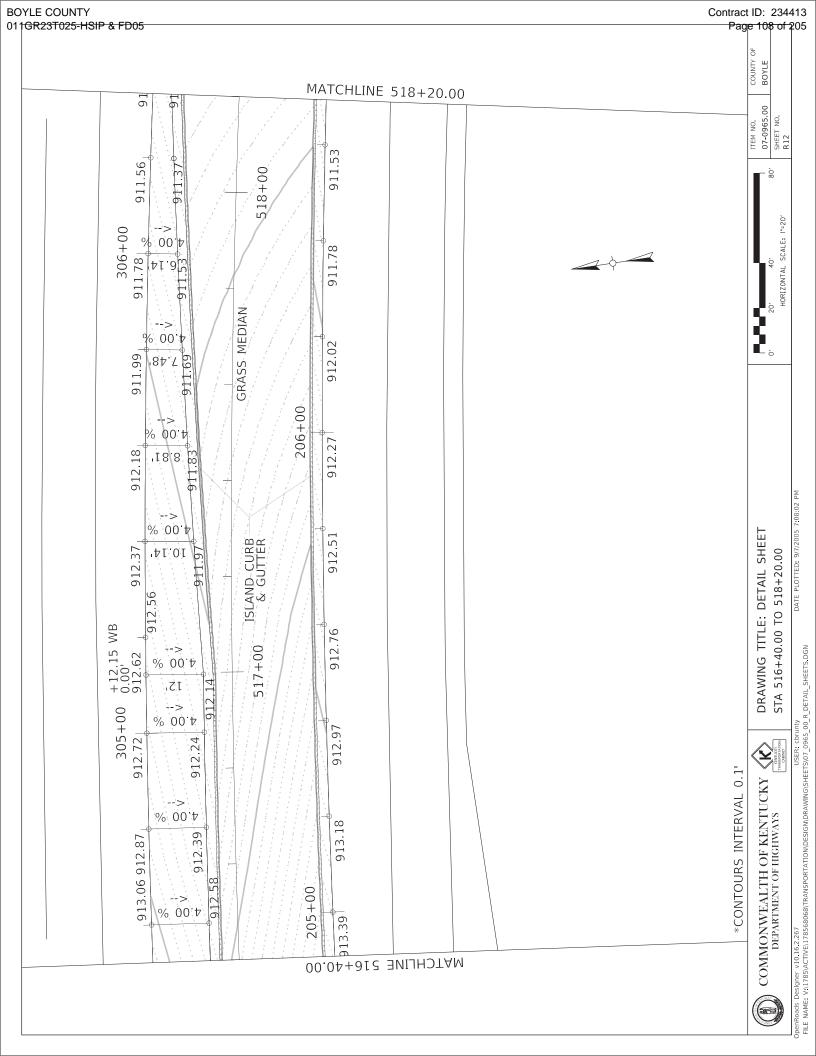


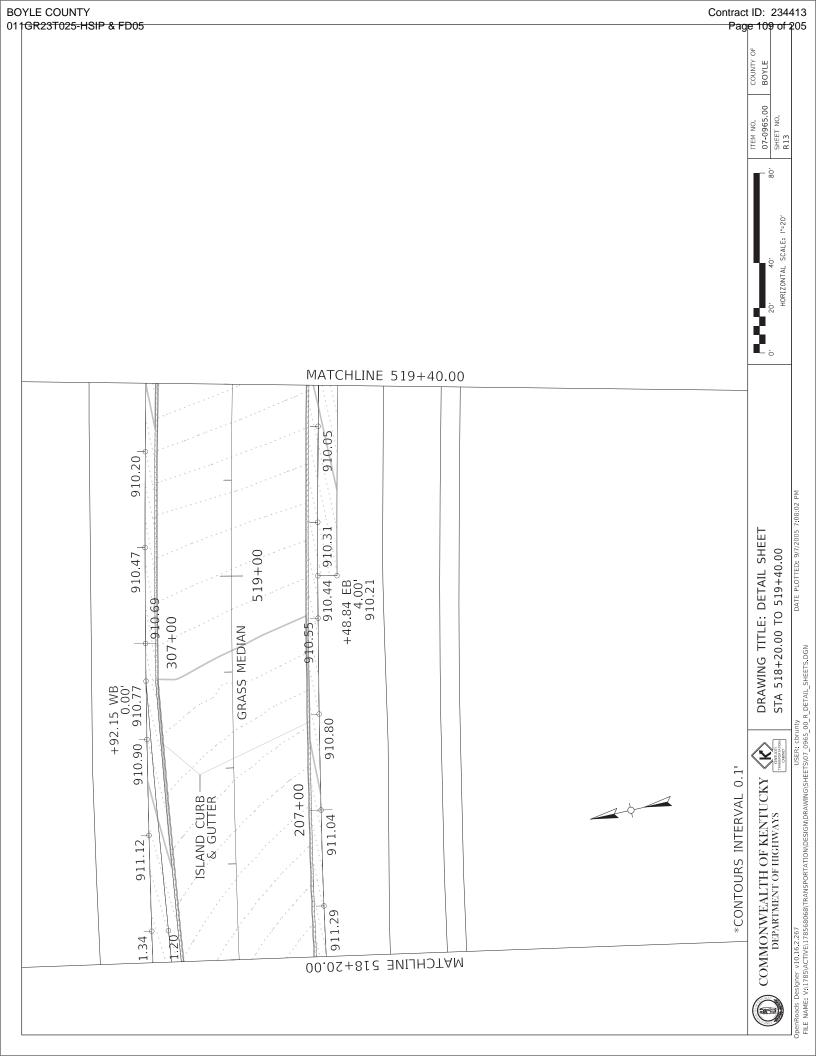
Contract ID: 234413

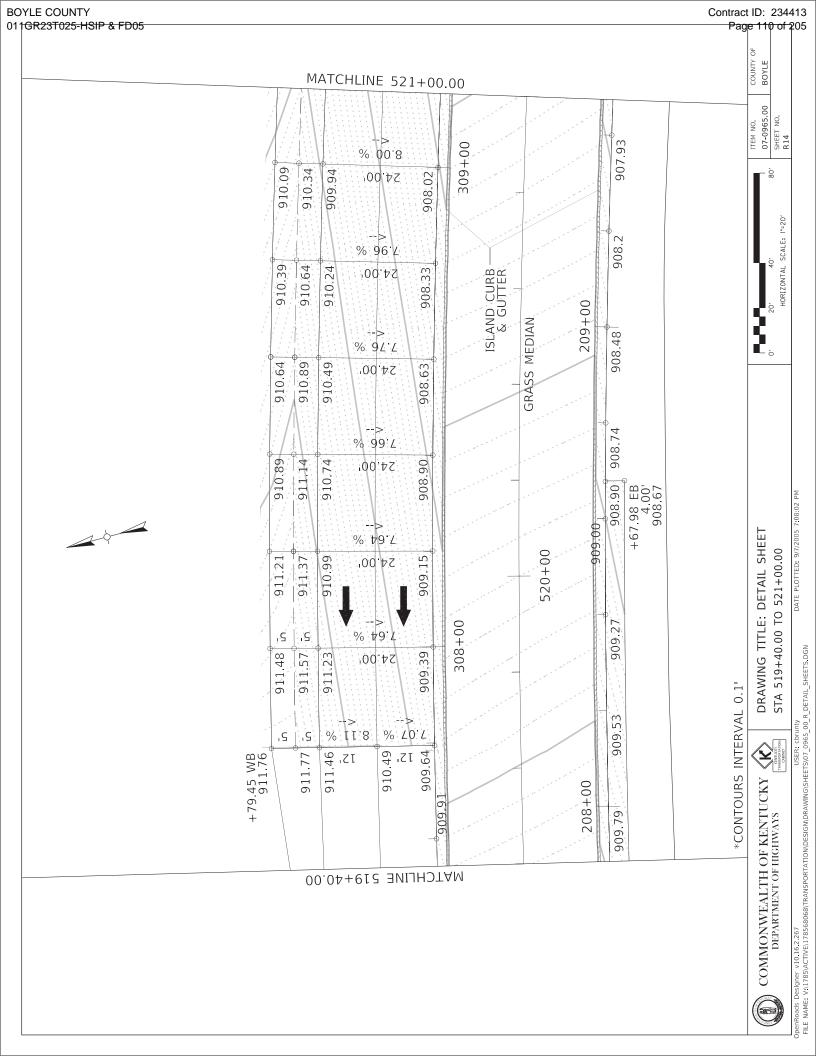
COUNTY OF BOYLE

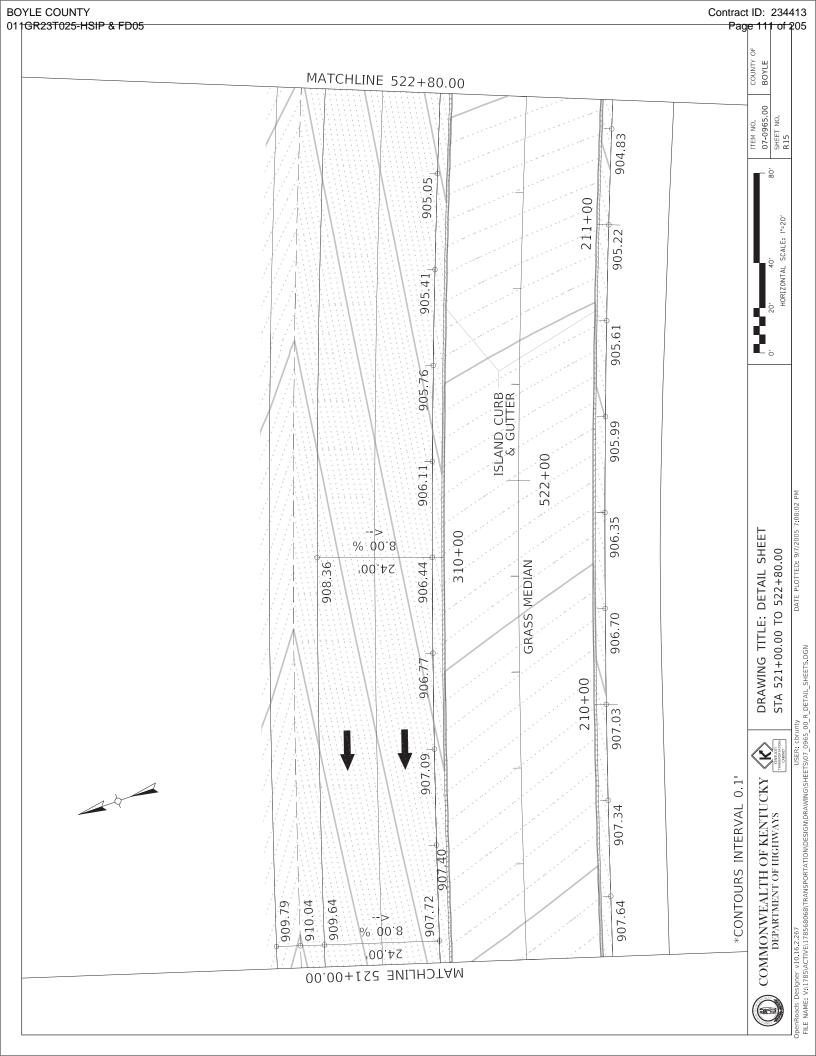
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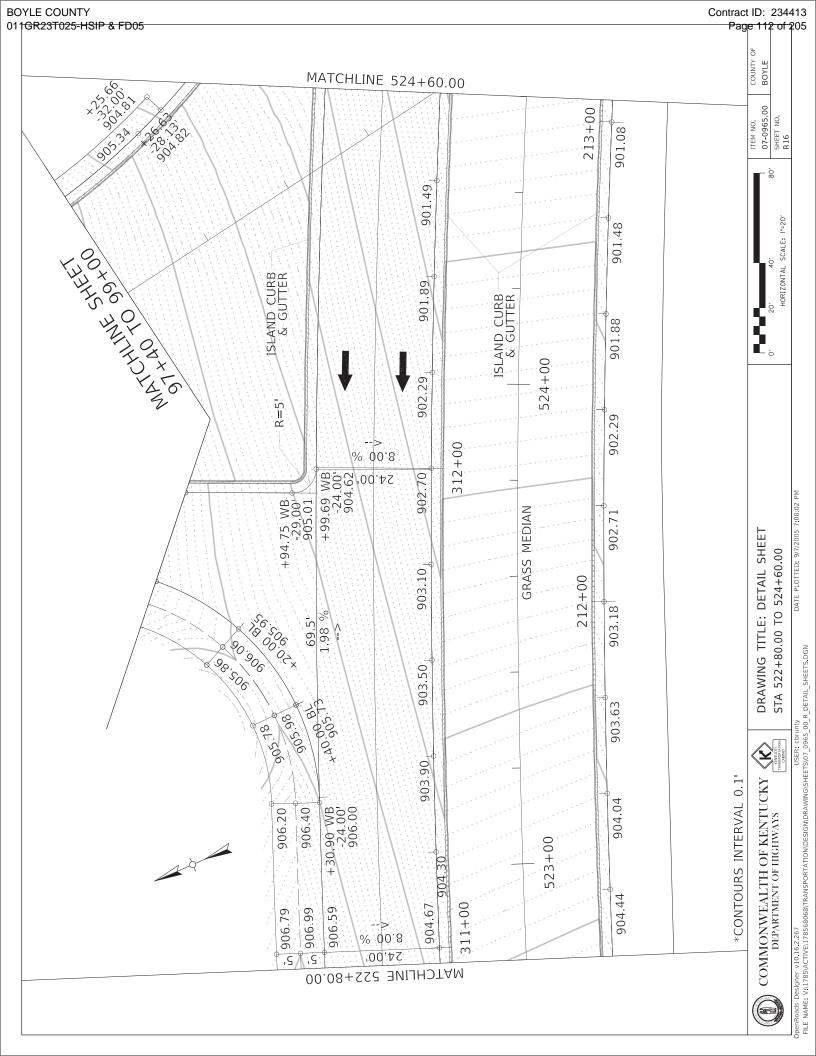


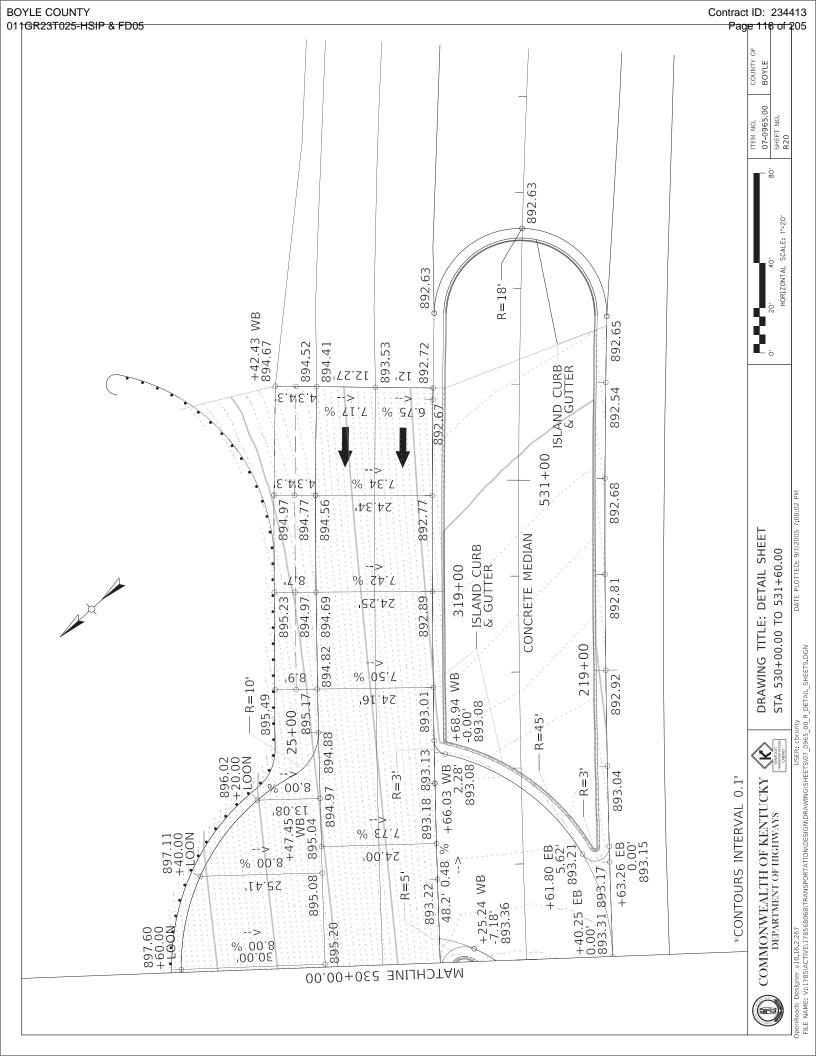


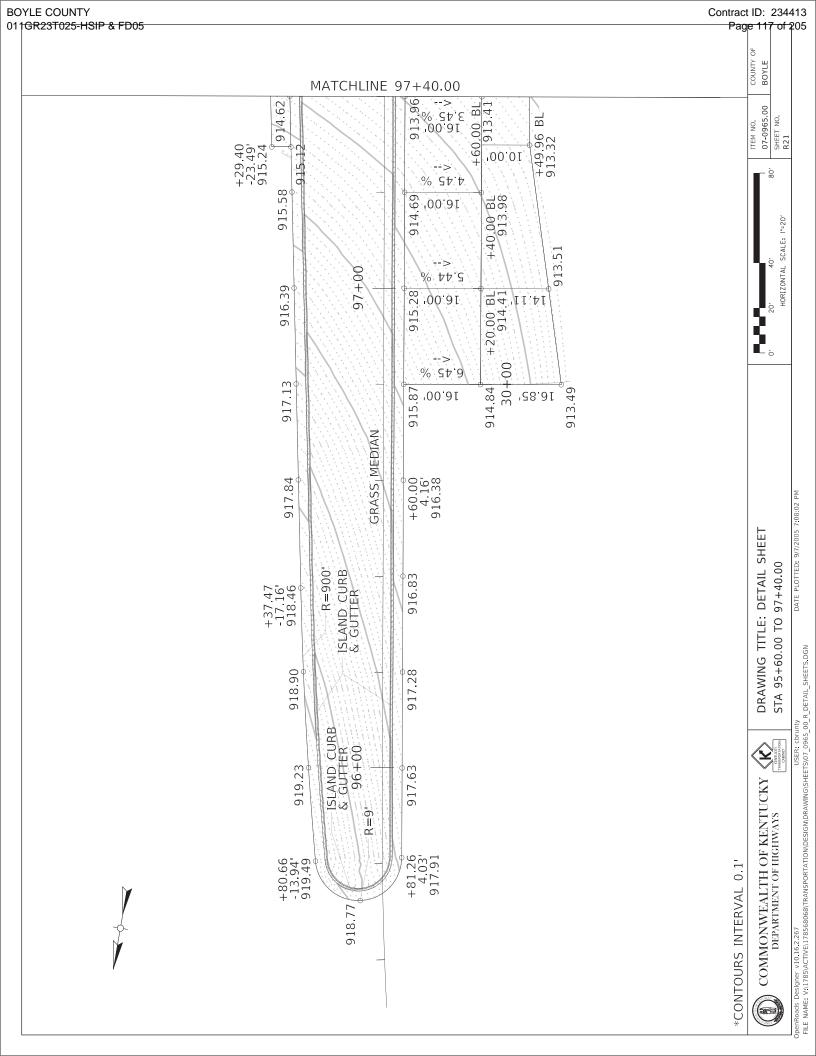


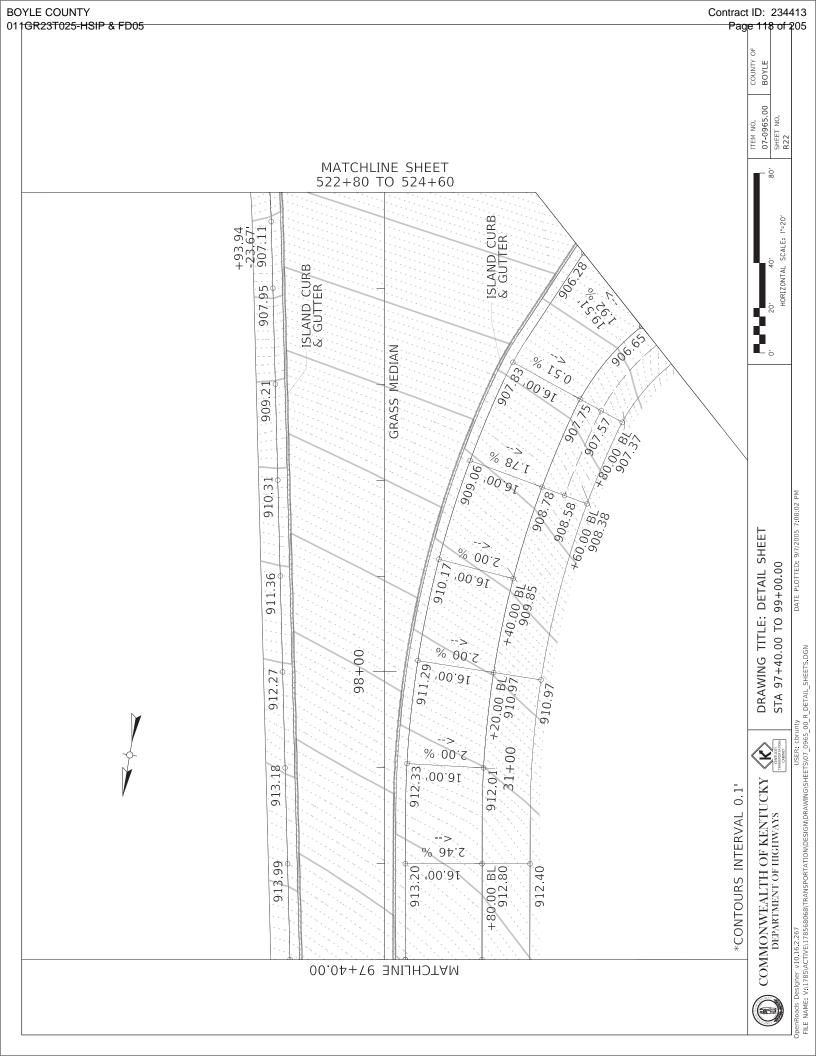












BOYLE COUNTY 01†GR23T025-HSIP & FD05

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I.E. 906.42

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840 890 880 870 860 850 3+00 STA, 521+70,00 CBI TYPE A 6-2, H=4,25° INV. 521+70,00 I.706 6.706 910 900 880 870 860 850 6.506 219 L.F. OF 15" S=1.36% TAL 521+70.00 OFFSET=58.50' RT 18" SLOPED BOX OUTLET 19.05.901.81' PIPE t'606 9.206 71 L.F. OF 18" S=0.50% STA 521+70.00 OFFSET=14.33 LT TYPE A 6-2, H STA 902.17 1.E. 906.42 I.706 214 219 He R G-2, He STA 129 LT 219+50 00 7'016 0'606 860 850 840 910 860 850 840 890 880 870 920 900 890 880 870

Contract ID: 234413

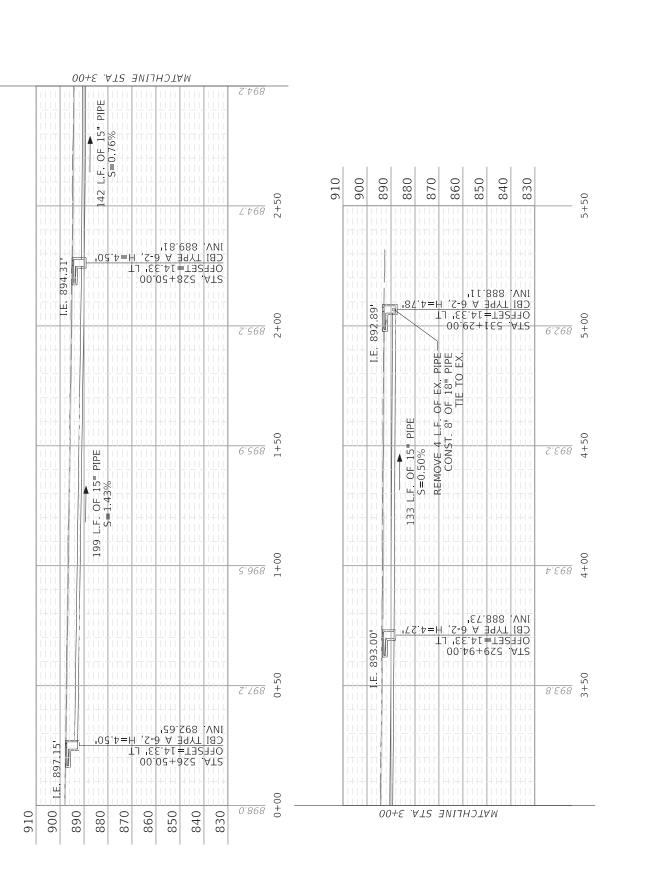
BOYLE

07-0965.00 SHEET NO. R23

HORIZONTAL SCALE: 1"=20'

DRAWING TITLE: PIPE PROFILE 1 OF

Page 119 of 205





DRAWING TITLE: PIPE PROFILE 2

OF

07-0965.00 SHEET NO. R24

OpenRoads Designer v10.16.2.267
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HORIZONTAL SCALE: I"=20'

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80

ITEM NO. 07-0965.00

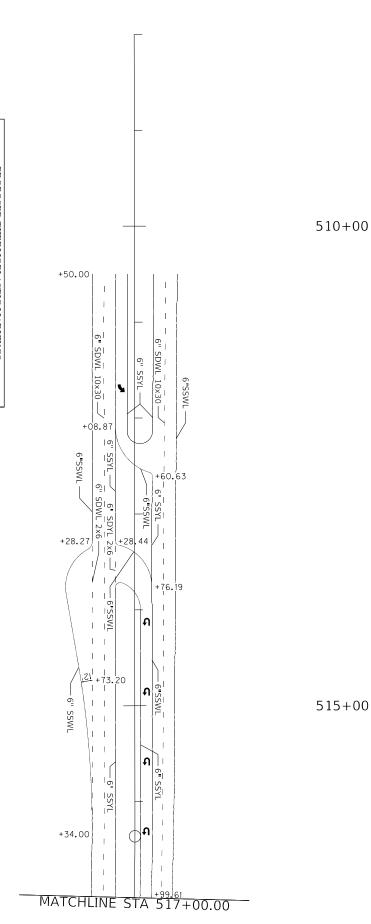
BOYLE COUNTY OF

SHEET NO. R25

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ORTATION\DESIGN\DRAW	H OF KENTU DF HIGHWAYS	US 150 BYPASS	US 150 BYPASS	OSTODITAGS
USER: cbrunty ING\SHEETS\07_0965_00_	CKY K	517+00	516+27	717
nty)0_R_STRIPING_PLANS	DRAWING TITLE: S STA 511+50 TO 51	12.00 LT	12.00 LT	12.00 L1
5.DGN	50 TO 517	U-TURN ARR	U-TURN ARR	O-TOTAL MAN

SINGLE SOLID WHITE LINE SINGLE SOLID YELLOW LINE SINGLE DASHED WHITE LINE 10x30 SPACING SINGLE DASHED WHITE LINE 2X6 SPACING SINGLE DASHED YELLOW LINE 2X6 SPACING

US 150 BYPASS
US 150 BYPASS
US 150 BYPASS
US 150 BYPASS ALIGNMENT PROPOSED THERMOPLASTIC MARKINGS STATION 514+08 514+81 515+54 13.75' RT 12.00 LT 12.00 LT 12.00 LT 12.00 LT 12.00 LT 12.00 LT OFFSET CURVE ARROW
U-TURN ARROW
U-TURN ARROW
U-TURN ARROW
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U-TURN ARROW
U-TURN ARROW DESCRIPTION SSWL SSYL SDWL 10×30 SDWL 2×6 SDYL 2×6



MATCHLINE STA 526+00.00 · 6" SDWL 2x6 U 75,14

530 + 00

SSWL SSYL SDWL 10×30 SDWL 2×6 SDYL 2×6 SINGLE SOLID WHITE LINE SINGLE SOLID YELLOW LINE SINGLE DASHED WHITE LINE 10x30 SPACING SINGLE DASHED WHITE LINE 2X6 SPACING SINGLE DASHED YELLOW LINE 2X6 SPACING

6 SSWL -

7

l l +50.00

-21.81 <u>12</u>

6" SDYL 2X6

46,05

-6" SSYL

-6" SSYL

6" SDWL 2x6 6" SSWL

+48.13

-6" SSWL

SDWL 10x30 6" SSYL

+51.60

6" SSWL

o_ SSYL __

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9 SSYL U

- 6" SSWL

+99.97

_SSYL

+10.30

SDWL 10x30 -

-6" SSWL

U

u

PROP	OSED THERMO	PROPOSED THERMOPLASTIC MARKINGS	KINGS
ALIGNMENT	STATION	OFFSET	DESCRIPTION
US 150 BYPASS	526+62	48.00' LT	"ONLY"
US 150 BYPASS	526+75	12.00' RT	U-TURN ARROW
US 150 BYPASS	527+42	48.00' LT	CURVE ARROW
US 150 BYPASS	527+48	12.00' RT	U-TURN ARROW
US 150 BYPASS	528+21	12.00' RT	U-TURN ARROW
US 150 BYPASS	528+22	48.00' LT	"ONLY"
US 150 BYPASS	528+94	12.00' RT	U-TURN ARROW
US 150 BYPASS	529+02	48.00' LT	CURVE ARROW
US 150 BYPASS	529+67	12.00' RT	U-TURN ARROW

20′ HORIZONTAL SCALE: I"=20' 40′ 80

SHEET NO. R27 ITEM NO. 07-0965.00

BOYLE COUNTY OF

DO DEPARTMENT OF HIGHWAYS

COMMONWEALTH OF KENTUCKY

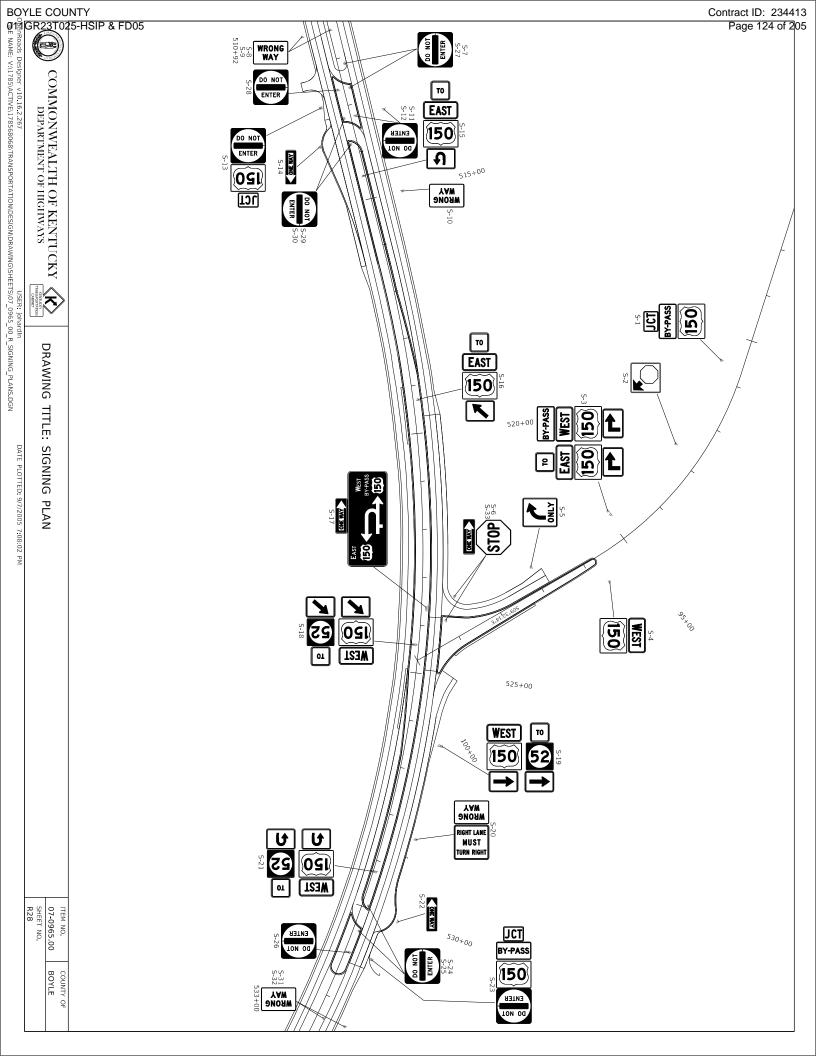
DEPARTMENT OF HIGHWAYS

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DATE PLOTTED: 9/7/2005 7:08:02 PM

STA 526+00 TO 531+34.50 DRAWING TITLE: STRIPING

PLAN



Contract ID: 234413 Page 125 of 205

COUNTY OF BOYLE

> 07-0965.00 SHEET NO. R29

5.75" **1** 2.25" 10, 12.5" ..GZ`l .,95 "GZ`l 12.5" <u>‡</u>"25.4

12.25 T

.5

10,

..OS

6'-0"

SIGN INFORMATION	MATION
SIGN NUMBER	S-17
DUANITY	
WIDTH	6'-0"
HEIGHT	2'-6"
AREA (Sq. Ft.)	15.0 SQ.FT.
BORDER WIDTH	0.5"
BORDER RADII	2.75"
PANEL COLOR	GREEN
LEGEND/BORDER COLOR WHITE	WHITE
PANEL MATERIAL	REFLECTIVE
LEGEND MATERIAL	REFLECTIVE
SUPPORT TYPE	TYPE

DIRECTIONS: 4" FIRST LETTER 3" REST OF LETTERS GENERAL NOTES: ROUTE SHIELDS: 10" HEIGHT ARROW SHAFTS: 2.75"

ARROW HEAD WIDTHS:

BRACING REQUIRED AND INCIDENTAL TO STEEL POST 0.125 SBM ALUM SHEET

ARROW GRAPHIC DETAIL:

TY.1-2.5"-12GA

		1	,	,,
21.67"	a Cu	000000000000000000000000000000000000000	6.67	31,

Cu. ≺ds.

Ω \circ

CONC "b"= 3'-6" CONC "a"= 1'-6"

13'-0" 13'-0"

||

BEAM/POST LENGTH BEAM/POST LENGTH

MOUNTING STYLE

SUPPORT TYPE

COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

DRAWING TITLE: PROJECT SIGN DETAIL

DATE PLOTTED: 9/7/2005 7:08:02 PM OpenRoads Designer v10.16.2.267 FILE NAME: V:\1785\ACTIVE\1785\ACTIVE\1785\BORTATION\DESIGN\DRAWING\SHEETS\07.0965_00_R_PANEL_SIGNING_SHEETS.DGN

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FILE NAME: VAIT8SYACTIVE\178588068\TRANSPORTATION\DESIGN\DRAWING\SHEETS\07_2095_00_R_SUPPLEMENTAL_SIGNING_SHEETS.DGN

DRAWING TITLE: SIGNING DETAIL

COUNTY OF BOYLE 07-0965.00 SHEET NO.

- 8" MAXIMUM STRAIGHT 3/8"-16 × 3"
GRADE 8
FLANGED SHOULDER BOLT
& NUT FRAFFIO FIOS -2"x2" TYPE I POST PLAN VIEW RECOMMEND 4 MAXIMUM 6". SOIL STABILIZER DETAIL FOR TYPE I POST TYPE I -SQUARE TUBING OR TYPE II CHANNEL POST SOIL STABILIZER 5/16*(2.5*L) MEDIUM-CORNER BOLT GROUND LINE SOIL STABILIZER-SOIL STABILIZER DETAIL ADDED HOLE IN SOIL PLATE 0 0 0 0 0 HOLES ARE 1" ON CENTER 32" - 34" WITH SOIL STABILIZER PLAN VIEW NOT TO SCALE CHANNEL POST TYPE II FOR SIGN INSTALLATIONS NOT EMBEDBED IN CONCRETE.

JINSTALL SOIL STABLIZING PLATEL
ON BACKSIDE OF POST FROM
TRAFFIC FLOW SEE SHEETING SIGN DETAIL SHEET 2 OF 2 FOR BRACING REOUIREMENTS FR4FF→O F10≥ WITH SOIL STABILIZER SQUARE TUBING POST PLAN VIEW NOT TO SCALE TYPE I 32" - 34" NOTE: SEE SIGN DETAIL SHEETS FOR OUANTITY, LENGTH, SIZE AND GAUGE OF TYPE I POSTS SEE MANUFACTURER'S SPECIFICATIONS GROUND LINE € Gity-Name City Name City-Name --WITH TYPE "D" SUPPORT SQUARE TUBING POST PLAN VIEW NOT TO SCALE

OpenRoads Designer v10.16.2.267

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Contract ID: 234413

COUNTY OF BOYLE

07-0965.00

SHEET NO.

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15% MAX

15%.

FOR ATTACHMENT OF SIGNS LESS THAN 72"IN WIDTH USING MANUFACTORED 3/8" HOLES ACCORDING TO 2004 STANDARD HIGHWAY SIGNS BLANK STANDARD SIGNARD 7-6

NOTE: ALLUMINUM SIGN BRACING 2º MOUNTING SURFACE × 7/8º DEPTH × 1/8º NOMINAL WALL THICKNESS

1/8" NOMINAL WALL THICKNESS

6061-T6 ALUMINUM ALLOY, PUNCHED WITH 3.8° DIAMETER HOLGS ON I'CENTERS FOR ATTACHMENT OF SIGN SUBSTRATE USING 3/8° DRIVE RIVETS

378" HOLE ON 1" CENTERS

378 DRIVE RIVET ATTACHED AT MANUFACTURED HOLE SPACING

SIGN BRACE

.8/2

35% MAX

35% MAX

15% MAX

TYPE II CHANNEL POST

20% MAX

RIVETS SHALL BE COLOR CODED TO MATCH SHEETING IN ORDER TO MINIMIZE GLARE FROM RIVETS FOR ATTACHMENT OF SIGNS GREATER THAN, OR EQUAL TO, 72' IN WIDTH.

60% MAX

20% MAX. H U H H N U 2. BRACING SHOULD NOT BE SPLICED WITHIN 6" OF A BRACE TO POST JUNCTION. 3 POST - BRACING DIAGRAM 35%. MAX. Û U H H —SIGN BRACING (SEE DETAIL THIS SHEET) CONNECTING JUNCTION NOTE:
1. MAXIMUM AREA
PER CONNECTING
JUNCTION = 16 SO. FT. H MAX. 60% C—SIGN BRACING (SEE DETAIL THIS SHEET) H H H TYPE I SOUARE POST CONNECTING-MAX. 35% 20%. MAX. 15% MAX.

-TYPE I SQUARE POST

SOUARE POST CLAMP & BRACE

NOTE: USE OF SIGN BRACING NOT SHOWN ON THIS SHEET MAY BE PERMITTED BY PROJECT ENGINEER AND/OR DISTRICT TRAFFIC ENGINEER.

SQUARE POST CLAMP & BRACE

TYPE I - SOUARE

2 POST - BRACING DIAGRAM

20% MAX

6061-T6 ALUMINUM ALLOY, PUNCHED WITH 3/16' DIAMETER HOLES ON 6' CENTERS FOR ATTACHMENT OF SIGN SUBSTRATE USING RIVETS

SHEETING SIGN BRACING (SEE DETAIL THIS SHEET)

1/8" NOMINAL WALL THICKNESS

3/16" FLAT RIVET ATTACHED ON 6" CENTERS COLOR CODED TO MATCH SIGN SHEETING

SIGN BRACE

1/8.

NOTE: ALLUMINUM SIGN BRACING 22" MOUNTING SURFACE × 7/8" DEPTH × 1/8" NOMINAL WALL THICKNESS



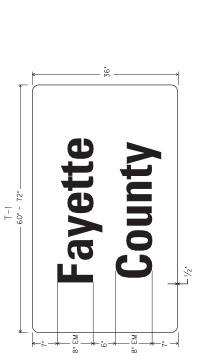
KENTUCKY TRANSPORTATION CABINET COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

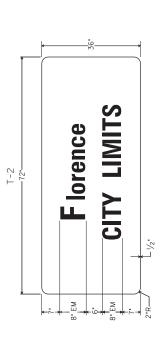
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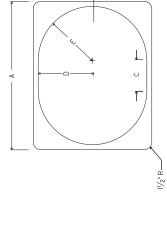
COUNTY OF BOYLE 07-0965.00 SHEET NO. R32

COUNTY OF BOYLE

> 07-0965.00 SHEET NO.







PROHIBITED

PEDESTRIANS BICYCLES

B 2 B 2 3 4 B 4 B 4 B 4 B 4 B 4 B 4 B 4 B 4 B 4	
	MI-5 (3 OR 4 DIGIT)
	1/2" R

FARM IMPLEMENTS **ANIMALS ON FOOT**

MOTOR SCOOTERS METAL TREADS

.09

FONT 12D

⋖

MI-5 (1 OR 2 DIGIT)

1/2" R-

NOTE: FOR ROUTE MARKERS, IF NECESSARY, ADJUSTMENTS TO THE DIGIT LAYOUT AND/OR FONT TYPE MAY BE MADE TO ENSURE VISUAL ACUITY

180

17

36" 24" മ

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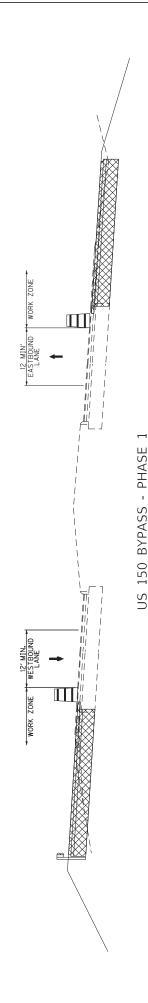
> 24" 36"

CONVENTIONAL EXPRESSWAY/ FREEWAY

NOTE: EXPRESSWAY/FREEWAY DEFINED AS A DIVIDED HIGHWAY WITH PARTIAL OR FULL CONTROL OF ACCESS



MAINTENANCE OF TRAFFIC SECTIONS PHASE 1



CONSTRUCTED THIS PHASE

CONSTRUCTED IN PREVIOUS PHASE

*TYPICAL DEPICTS INTENT OF PHASING, WIDTHS, SLOPES, AND CONDITIONS MAY VARY.

KEWILICKY TRANSPORTATION CABINET

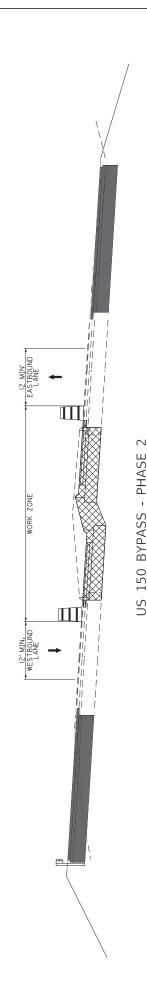
COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

DRAWING TITLE: TYPICAL SECTION

BOYLE PHASE 1- SHIFT AND TAPER TRAFFIC TO ONE LANE TOWARDS EXISTING MEDIAN. CONSTRUCT FULL DEPTH WIDENING, THROUGH THE LAST BASE COURSE, FOR THE PROPOSED LOONS AND TURN LANE ALONG THE US 150 BYPASS. 07-0965.00 SHEET NO. R34

N.T.S.

Contract ID: 234413



CONSTRUCTED THIS PHASE

CONSTRUCTED IN PREVIOUS PHASE

*TYPICAL DEPICTS INTENT OF PHASING, WIDTHS, SLOPES, AND CONDITIONS MAY VARY.

PHASE 2 - SHIFT AND TAPER TRAFFIC TO ONE LANE AWAY FROM EXISTING MEDIAN. CONSTRUCT FULL DEPTH WIDENING, THROUGH THE LAST BASE COURSE, FOR THE PROOSED TURN LANES ALONG THE US 150 BYPASS. CONSTRUCT PROPOSED CURB AND MEDIAN. PERFORM MEDIAN WORK AFFECTING THE INTERSECTION AFTER COMPLETION OF PAYING, CUBB, AND MEDIAN WORK AT PROPOSED LOON LOCATIONS AND TRAFFIC CAN BE REDIRECTED TO LOONS FROM THE INTERSECTION.

Contract ID: 234413

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BOYLE

07-0965.00 SHEET NO. R34A

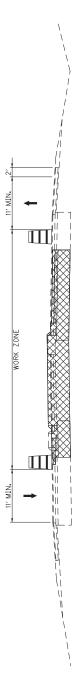
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KEWILCY TRANSPORTATION CABINET COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

DRAWING TITLE: TYPICAL SECTION

011GR23T025-HSIP & FD05

TRAFFIC SECTIONS / PHASE 4 MAINTENANCE OF PHASE 3



US 150 - PHASE



4 **US 150 - PHASE**



CONSTRUCTED THIS PHASE



CONSTRUCTED IN PREVIOUS PHASE



COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

DRAWING TITLE: TYPICAL SECTION

PHASE 3 - CLOSE LEFT TURN MOVEMENT FROM US 150 TO US 150 BYPASS. SHIFT AND TAPER TRAFFIC TO ONE RIGHT TURN ONLY LANE 2'FROM EDGE OF THE EXISTING OF PAVED SHOULDER. CONSTRUCT FULL DEPTH REPLACEMENT. THROUGH THE LAST BASE CONRSE, FOR A WIDTH THAT CAN MAINTAIN A 11'LANE, CONSTRUCT PROPOSED CURB AND MEDIAN.

PHASE 4 - SHIFT AND TAPER TRAFFIC TO ONE RIGHT TURN ONLY LANE ON NEWLY CONSTRUCTED PAVEMENT, CONSTRUCT FULL DEPTH REPLACEMENT, THROUGH THE LAST BASE COURSE, ON THE REMAINING SECTION OF REPLACEMENT ALONG US 150.

PHASE 5 - PERFORM MILLING, FINISH FINAL SURFACE, AND FINAL DRESSING USING FLAGGERS AND LANE SHIFTS.

Contract ID: 234413

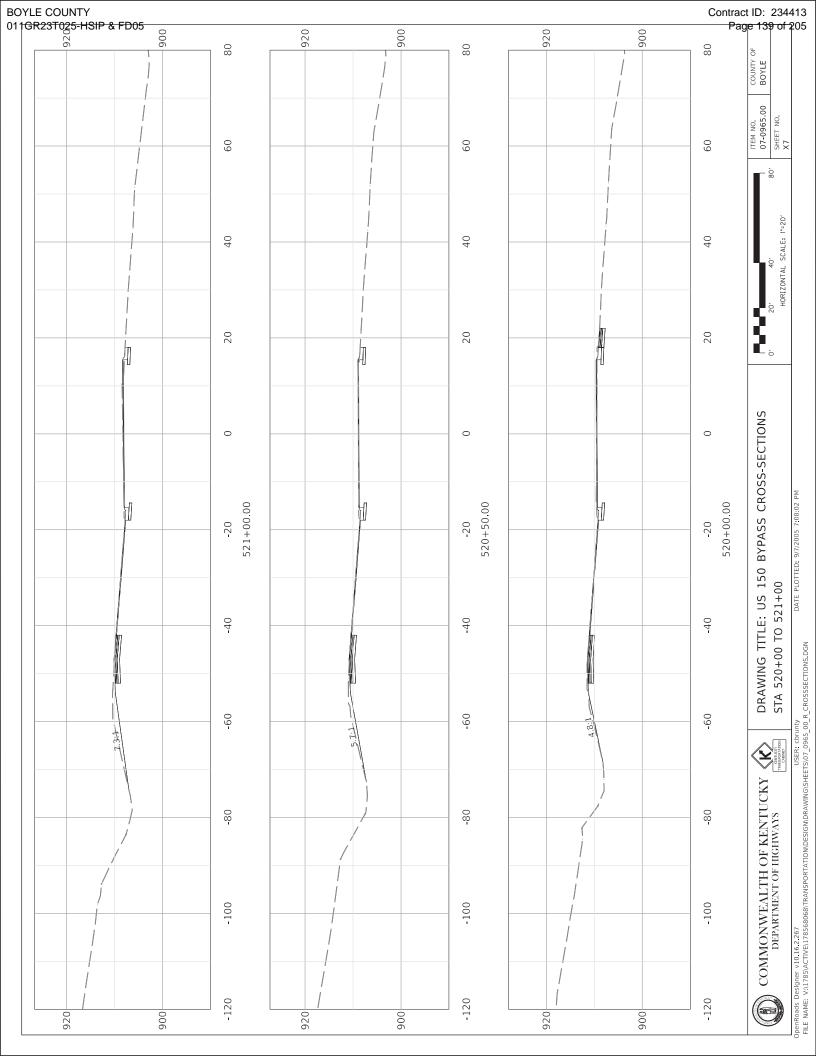
Page 132 of 205

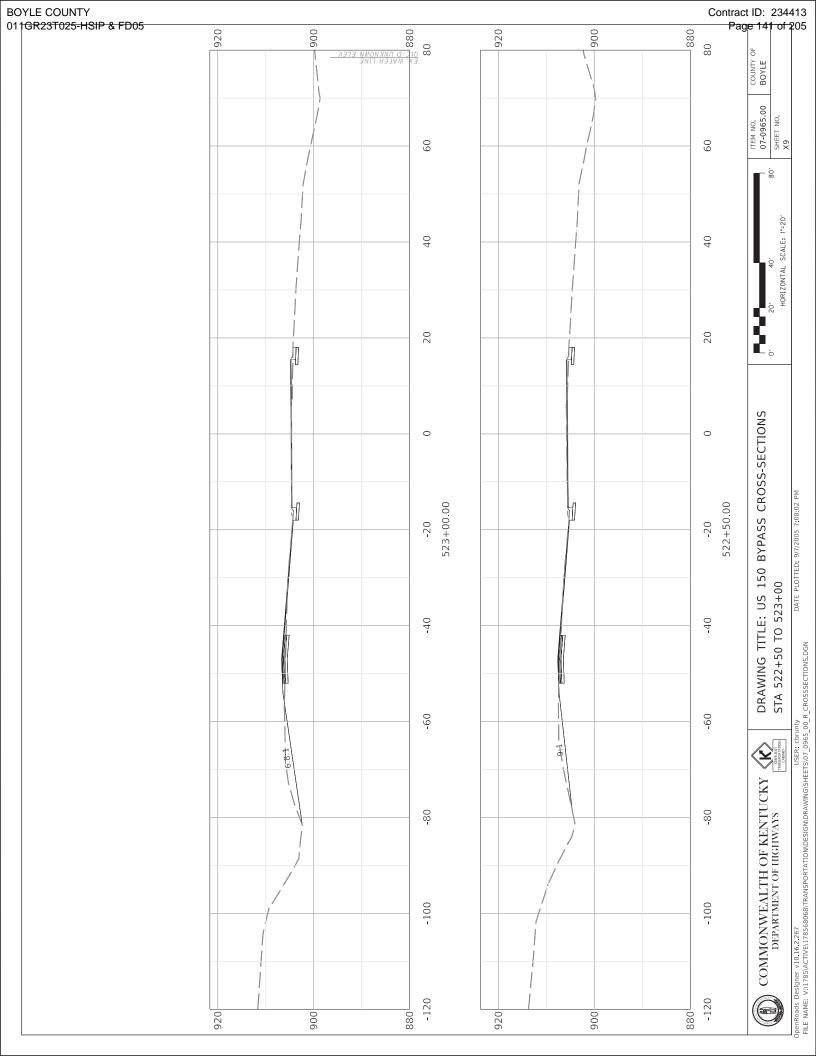
BOYLE

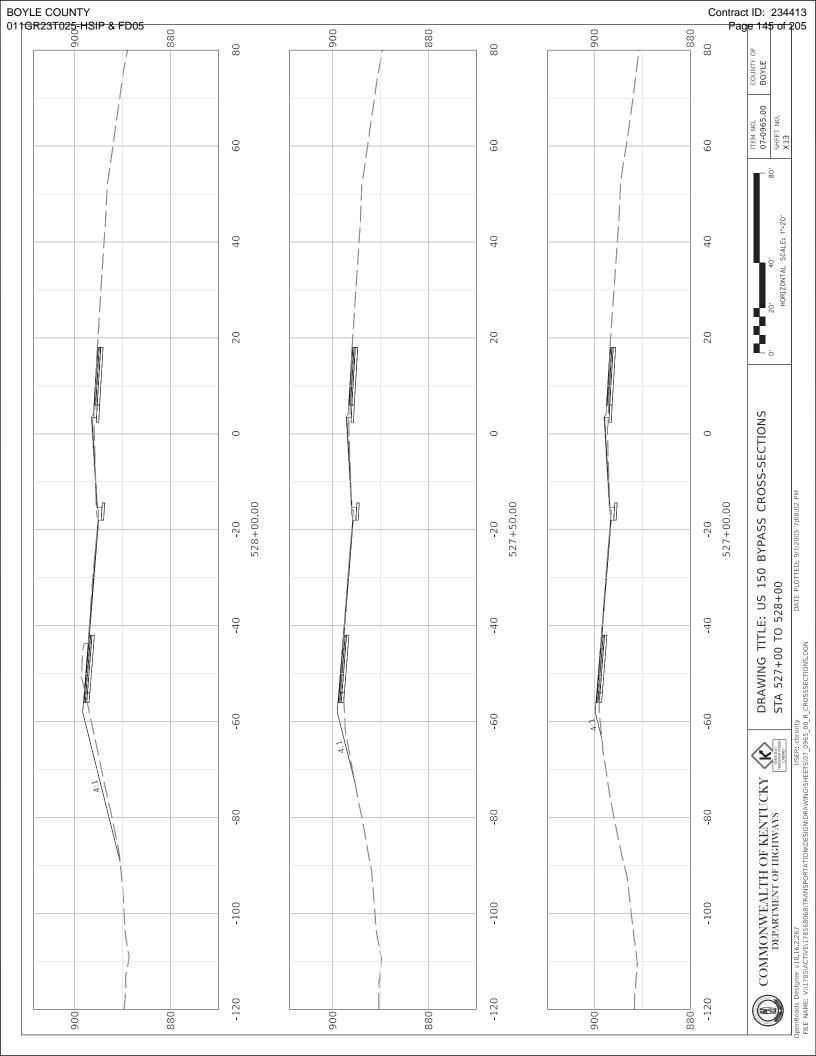
07-0965.00 SHEET NO. R34B

N.T.S.

KENTUCY TRANSPORTATION CABINET







PART II

SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

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

SUPPLEMENTAL SPECIFICATIONS

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

1I

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

1I

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

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

*Insert numerals as directed by the Engineer.

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

2.3 Power.

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

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

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

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

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

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

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

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

1I

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

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

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

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

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

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

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

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

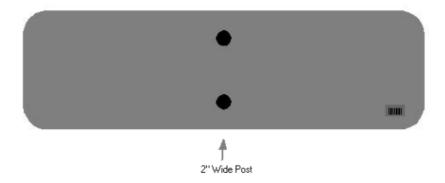
The installation of the permanent sign will be measured in accordance to Section 715.

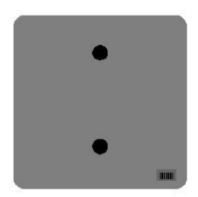
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

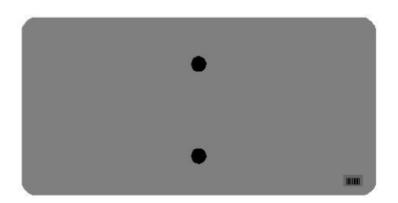
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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

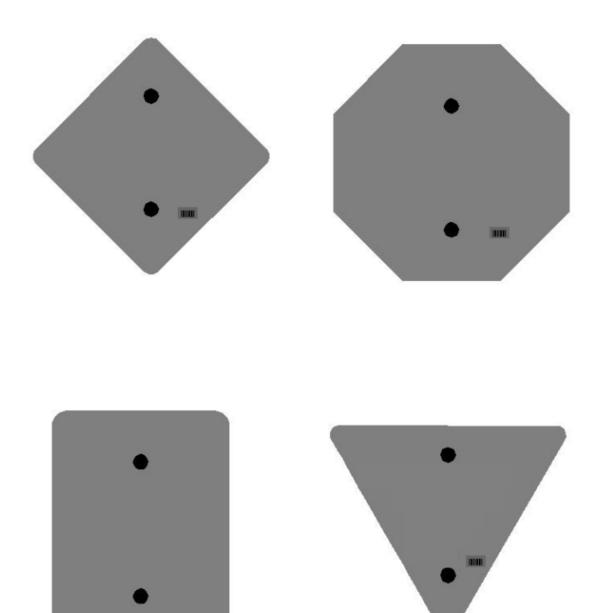
One Sign Post



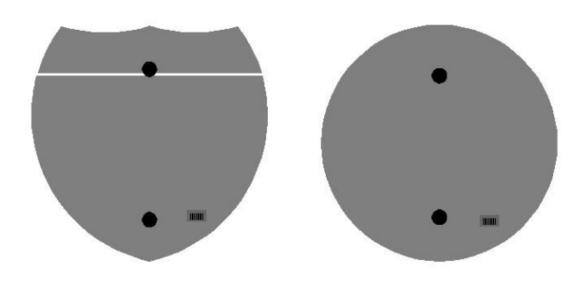


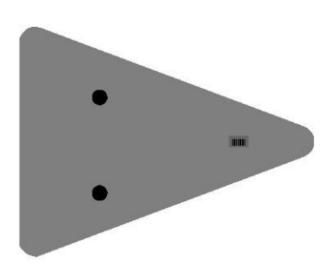


One Sign Post

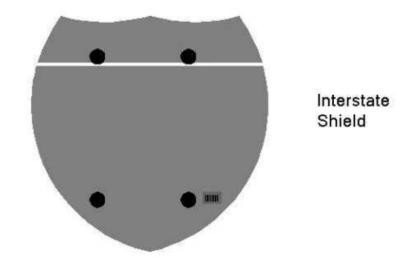


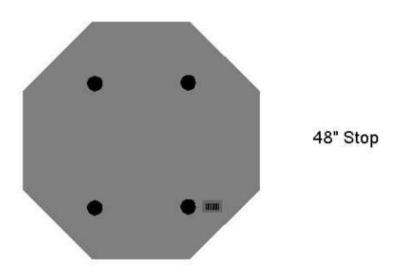
One Sign Post





Double Sign Post

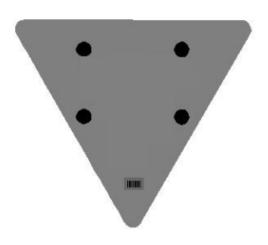




2 Post Signs







2020 STANDARD DRAWINGS THAT APPLY

ROADWAY ~ BARRIERS ~ TYPICAL BARRIER INSTALLATIONS TYPICAL GUARDRAIL INSTALLATIONS......RBI-001-12 TYPICAL GUARDRAIL INSTALLATIONS......RBI-002-07 TYPICAL INSTALLATION FOR GUARDRAIL END TREATMENT TYPE 2ARBI-003-09 **GUARDRAIL HARDWARE** STEEL BEAM GUARDRAIL (W-BEAM)......RBR-001-13 GUARDRAIL COMPONENTSRBR-005-11 GUARDRAIL TERMINAL SECTIONSRBR-010-06 STEEL GUARDRAIL POSTSRBR-015-06 GUARDRAIL SYSTEM TRANSITIONRBR-018 GUARDRAIL END TREATMENT TYPE 2A......RBR-025-06 DELINEATORS FOR GUARDRAILRBR-005-01 ~ DRAINAGE ~ **BOX INLETS AND OUTLETS SLOPED BOXES CURB BOXES** BOX INLET RISER RDB-400-05 BOX INLET PIPE CHAMBER......RDB-410-06 TYPICAL DRAINAGE INSTALLATIONS CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" - 24" PIPE)RDI-001-10 PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPERDI-020-10 PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE......RDI-021-01 PIPE BEDDING, TRENCH CONDITIONRDI-025-06 PIPE BEDDING, TRENCH CONDITION, REINFORCED CONC. PIPE......RDI-026-01

EROSION CONTROL BLANKET SLOPE INSTALLATION......RDI-040-01
EROSION CONTROL BLANKET CHANNEL INSTALLATION......RDI-041-01

Standard Drawings That Apply Page 2 of 3

PERFORATED PIPE	
PERFORATED PIPE TYPES AND COVER HEIGHTS	RDP-001-06
PERFORATED PIPE FOR SUBGRADE DRAINAGE ON TWO-LANE (CLASS 2) AND	
MULTI-LANE ROADS	RDP-005-05
PERFORATED PIPE UNDERDRAINS (LONGITUDINAL AND TRANSVERSE)	RDP-006-04
PERFORATED PIPE HEADWALLS	RDP-010-09
MISCELLANEOUS DRAINAGE	
INTERMEDIATE AND END ANCHORS FOR CIRCULAR PIPE	
SECURITY DEVICES FOR FRAMES, GRATES AND LIDS	
TEMPORARY SILT FENCE	
TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC	
SILT TRAP - TYPE A	
SILT TRAP - TYPE B	RDX-225-01
SILT TRAP - TYPE C	RDX-230-01
~ GENERAL ~	
CURVE WIDENING AND SUPERELEVATION	DOC 004 07
CURVE WIDENING AND SUPERELEVATION TRANSITIONS	
SUPERELEVATION FOR MULTILANE PAVEMENTS	RGS-002-06
MISCELLANEOUS STANDARDS	
MISCELLANEOUS STANDARDS	RGX-001-06
TYPE D BREAKAWAY SIGN SUPPORT	
THE B BILLAWAY SIGN SOLI GIVE	
~ PAVEMENT ~	
MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.	
PERMANENT U-TURN MEDIAN OPENING	RPM-001-04
CURB AND GUTTER, CURBS AND VALLEY GUTTER	RPM-100-11
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT	RPM-110-07
ISLAND CURB CONSTRUCTION DETAILS (RIGID & FLEXIBLE PAVEMENT)	RPM-120-07
TRAFFIC ~ PERMANENT ~	
MARKERS	
PAVEMENT STRIPING DETAILS FOR TWO LANE TWO WAY ROADWAYS	Conia 017
TYPICAL MARKINGS FOR GORE AREASTYPICAL MARKINGS FOR GORE AREAS	
TYPICAL MARKINGS FOR ISLANDS AND MEDIANS	
TYPICAL MARKINGS FOR ISLANDS AND MEDIANS	
TYPICAL MARKINGS FOR TURN LANES PAGE 1TYPICAL MARKINGS FOR TURN LANES PAGE 2	
TYPICAL IVIARNINGS FUR TURIN LAINES PAGE Z	I PIVI-207
RUMBLE STRIPS	
SHOULDER & EDGELINE RUMBLE STRIPS PLACEMENT DETAILS	TPR-115
RUMBLE STRIP DETAILS MULTI-LANE ROADWAYS AND RAMPS	_

Standard Drawings That Apply Page 3 of 3

~ TEMPORARY ~

TRAFFIC CONTROL

<u>IRAFFIC CONTROL</u>	
LANE CLOSURE MULTI-LANE HIGHWAY CASE I	TTC-115-04
LANE CLOSURE MULTI-LANE HIGHWAY CASE II	TTC-120-04
SHOULDER CLOSURE	TTC-135-03
TEMPORARY PAVEMENT MARKER ARRANGEMENTS FOR CONSTRUCTION ZONES	TTC-155-02
TEMPORARY PAVEMENT MARKER ARRANGEMENTS FOR LANE CLOSURES	TTC-160-02
<u>DEVICES</u>	
DOUBLE FINES ZONE SIGNS	
PAVEMENT CONDITION WARNING SIGNS	
SPEED ZONE SIGNING FOR WORK ZONES	TTD-130
STRIPING OPERATIONS	
MOBILE OPERATION FOR PAINT STRIPING CASE I	
MOBILE OPERATION FOR PAINT STRIPING CASE II	TTS-105-02
MOBILE OPERATION FOR PAINT STRIPING CASE III	TTS-110-02
MOBILE OPERATION FOR PAINT STRIPING CASE IV	TTS-115-02
MOBILE OPERATION FOR DURABLE STRIPING CASE III	TTS-130-02
MOBILE OPERATION FOR DURABLE STRIPING CASE IV	TTS-135-02

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

10. Assurances Required:

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

10. Certification of eligibility (29 CFR 5.5)

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.
- * \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient of Federal
 funds and a participant (such as the prime or general contract).
 "Lower Tier Covered Transactions" refers to any covered
 transaction under a First Tier Covered Transaction (such as
 subcontracts). "First Tier Participant" refers to the participant

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

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

* * * * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 180.1020, and 1200. You may contact the person to which this proposal is

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

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

"General Decision Number: KY20230038 02/24/2023

Superseded General Decision Number: KY20220038

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
 - The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/06/2023 1 02/10/2023 2 02/24/2023

BRIN0004-003 06/01/2022

BRECKENRIDGE COUNTY

	Rates	Fringes	
BRICKLAYER	\$ 33.00	19.46	
BRKY0001-005 06/01/2022			

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

Rates Fringes

BRICKLAYER.....\$31.87 16.39

BRKY0002-006 06/01/2022

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

Rates Fringes

BRICKLAYER......\$ 31.87 16.39

BRKY0007-004 06/01/2022

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

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

	Rates	Fringes
CARPENTER	\$ 30.84	22.19
Diver	\$ 46.64	22.19
PILEDRIVERMAN	\$ 31.09	22.19

ELEC0212-008 06/07/2022

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 33.29	20.05

ELEC0212-014 11/28/2022

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician	\$ 26.70	13.41
ELEC0317-012 05/30/2022		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes	
ELECTRICIAN (Wiremen)	\$ 35.85	28.25	
ELEC0369-007 06/01/2022			

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	\$ 34.60	19.57	
ELEC0575-002 11/21/2022			

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes	
ELECTRICIAN	\$ 36.00	21.14	
ENGI0181-018 07/01/2021			-

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 34.80	17.85
GROUP 2	\$ 31.94	17.85
GROUP 3	\$ 32.39	17.85
GROUP 4	\$ 31.62	17.85

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

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

IRON0044-009 06/01/2022

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\$	30.28	22.30
Structural\$	31.87	22.30

IRON0070-006 06/01/2022

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	\$ 31.79	24.30

IRON0769-007 06/01/2022

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

	Rates	Fringes
IRONWORKER ZONE 1	\$ 33.71	27.69

ZONE 2\$	34.11	27.69
ZONE 3\$	35.71	27.69

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

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

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

LAB00189-003 07/01/2022

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

	R	Rates	Fringes
Laborers:			
GROUP	1\$	23.76	17.12
GROUP	2\$	24.01	17.12
GROUP	3\$	24.06	17.12
GROUP	4\$	24.66	17.12

LABORERS CLASSIFICATIONS

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

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

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

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

| ADDA190 AA9 A7/A1/3A33

LAB00189-008 07/01/2022

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

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.76	17.12
GROUP	2\$ 24.01	17.12
GROUP	3\$ 24.06	17.12
GROUP	4\$ 24.66	17.12

LABORERS CLASSIFICATIONS

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

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

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

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

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LAB00189-009 07/01/2022

BRECKINRIDGE & GRAYSON COUNTIES

	Rates		Fringes	
Laborers:				
GROUP	1\$	23.76	17.12	
GROUP	2\$	24.01	17.12	
GROUP	3\$	24.06	17.12	
GROUP	4\$	24.66	17.12	

LABORERS CLASSIFICATIONS

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

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

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

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

PAIN0012-005 06/11/2005

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

Rates	Fringes
PAINTER Bridge/Equipment Tender	
<pre>and/or Containment Builder\$ 18.90 Brush & Roller\$ 21.30</pre>	5.90 5.90
<pre>Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement\$ 22.30</pre>	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 72	9.06
Brush & Roller\$		9.06
Elevated Tanks;		
Steeplejack Work; Bridge &		
Lead Abatement\$ Sandblasting & Water	24.39	9.06
Blasting\$	24.14	9.06
Spray\$		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
* PΔTN1072-003 12/01/2022		

PAIN1072-003 12/01/2022

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

Rates	Fringes

23.35

Painters:

Bridges; Locks; Dams; Tension Towers & Energized Substations.....\$ 35.06

Power Generating Facilities.\$ 31.82 23.35

PLUM0248-003 06/01/2022

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

	Rates	Fringes	
Plumber and Steamfitter	\$ 38.50	22.40	
DLUM0392_007_06/01/2022			-

PLUM0392-007 06/01/2022

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

> Rates Fringes

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	\$ 38.07	20.78	
			_

SUKY2010-160 10/08/2001

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

Administrative Review Board U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

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

END OF GENERAL DECISIO"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

Contract ID: 234413 Page 200 of 205

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

7.0%

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

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

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at https://www.dol.gov/agencies/ofccp/ncap. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).

The notification shall be mailed to:

Regional Director

Office of Federal Contract Compliance Programs 61 Forsyth Street, SW, Suite 7B75 Atlanta, Georgia 30303-8931

Main Number: 404-893-4545 Fax: 404-893-4546 Regional Director Contact: OFCCP-SE@dol.gov

Construction Award Email: OFCCP-SE-ConstructionAward@dol.gov

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

(Revised: 1/1/2023)

PART IV

INSURANCE

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

current edition

PART V

BID ITEMS

Contract ID: 234413 Page 203 of 205

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234413

PROPOSAL BID ITEMS

Report Date 5/24/23

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	6,386.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	14.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	2.00	TON		\$	
0040	00214		CL3 ASPH BASE 1.00D PG64-22	1,911.00	TON		\$	
0050	00356		ASPHALT MATERIAL FOR TACK	10.00	TON		\$	
0060	00388		CL3 ASPH SURF 0.38B PG64-22	1,285.00	TON		\$	
0070	02676		MOBILIZATION FOR MILL & TEXT (BOYLE US 150B HSIP)	1.00	LS		\$	
0800	02677		ASPHALT PAVE MILLING & TEXTURING	947.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT DI	ESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0090	00001	D	GA BASE	1,100.00	TON		\$	
0100	00190	LE	EVELING & WEDGING PG64-22	310.00	TON		\$	
0110	00301	CI	L2 ASPH SURF 0.38D PG64-22	1,620.00	TON		\$	
0120	00356	AS	SPHALT MATERIAL FOR TACK	49.00	TON		\$	
0130	00388	CI	L3 ASPH SURF 0.38B PG64-22	5,800.00	TON		\$	
0140	01825	IS	SLAND CURB AND GUTTER	4,720.00	LF		\$	
0150	01982		ELINEATOR FOR GUARDRAIL MONO IRECTIONAL WHITE	6.00	EACH		\$	
0160	02014	В	ARRICADE-TYPE III	2.00	EACH		\$	
0170	02230	E	MBANKMENT IN PLACE	2,500.00	CUYD		\$	
0180	02351	GI	UARDRAIL-STEEL W BEAM-S FACE	275.00	LF		\$	
0190	02360	GI	UARDRAIL TERMINAL SECTION NO 1	1.00	EACH		\$	
0200	02369	GI	UARDRAIL END TREATMENT TYPE 2A	1.00	EACH		\$	
0210	02545		LEARING AND GRUBBING .8 AC)	1.00	LS		\$	
0220	02562	TE	EMPORARY SIGNS	420.00	SQFT		\$	
0230	02650	M	AINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0240	02650		AINTAIN & CONTROL TRAFFIC BOYLE US 150B HSIP)	1.00	LS		\$	
0250	02671	PO	ORTABLE CHANGEABLE MESSAGE SIGN	5.00	EACH		\$	
0260	02676	M	OBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0270	02677	AS	SPHALT PAVE MILLING & TEXTURING	85.00	TON		\$	
0280	02690	SA	AFELOADING	4.50	CUYD		\$	
0290	02696	SH	HOULDER RUMBLE STRIPS	35,780.00	LF		\$	
0300	02701	TE	EMP SILT FENCE	1,216.00	LF		\$	
0310	02703	SI	ILT TRAP TYPE A	5.00	EACH		\$	
0320	02704	SI	ILT TRAP TYPE B	5.00	EACH		\$	
0330	02705	SI	ILT TRAP TYPE C	5.00	EACH		\$	
0340	02706	CI	LEAN SILT TRAP TYPE A	5.00	EACH		\$	
0350	02707	CI	LEAN SILT TRAP TYPE B	5.00	EACH		\$	
0360	02708	CI	LEAN SILT TRAP TYPE C	5.00	EACH		\$	
0370	02720	SI	IDEWALK-4 IN CONCRETE	587.00	SQYD		\$	
0380	02726		TAKING BOYLE US 150B HSIP)	1.00	LS		\$	

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234413

PROPOSAL BID ITEMS

Report Date 5/24/23

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LINE	BID CODE	ALT DESCRIPTION		QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0390	02775	ARROW PANEL		2.00	EACH		\$	
0400	05950	EROSION CONTRO	L BLANKET	500.00	SQYD		\$	
0410	05952	TEMP MULCH		13,584.00	SQYD		\$	
0420	05953	TEMP SEEDING AN	ND PROTECTION	10,188.00	SQYD		\$	
0430	05963	INITIAL FERTILIZE	R	.30	TON		\$	
0440	05964	MAINTENANCE FE	RTILIZER	.50	TON		\$	
0450	05985	SEEDING AND PRO	OTECTION	8,990.00	SQYD		\$	
0460	05990	SODDING		5,738.00	SQYD		\$	
0470	05992	AGRICULTURAL LI	IMESTONE	12.70	TON		\$	
0480	06510	PAVE STRIPING-TE	EMP PAINT-4 IN	25,000.00	LF		\$	
0490	06511	PAVE STRIPING-TE	EMP PAINT-6 IN	9,750.00	LF		\$	
0500	06542	PAVE STRIPING-TH	HERMO-6 IN W	40,351.00	LF		\$	
0510	06543	PAVE STRIPING-TH	HERMO-6 IN Y	26,481.00	LF		\$	
0520	06544	PAVE STRIPING-TH	HERMO-8 IN W	231.00	LF		\$	
0530	06545	PAVE STRIPING-TH	HERMO-8 IN Y	821.00	LF		\$	
0540	06547	PAVE STRIPING-TH	HERMO-12 IN Y	630.00	LF		\$	
0550	06565	PAVE MARKING-TH	HERMO X-WALK-6 IN	476.00	LF		\$	
0560	06568	PAVE MARKING-TI	HERMO STOP BAR-24IN	470.00	LF		\$	
0570	06569	PAVE MARKING-TI	HERMO CROSS-HATCH	668.00	SQFT		\$	
0580	06574	PAVE MARKING-TH	HERMO CURV ARROW	106.00	EACH		\$	
0590	06576	PAVE MARKING-TI	HERMO ONLY	4.00	EACH		\$	
0600	06600	REMOVE PAVEME	NT MARKER TYPE V	420.00	EACH		\$	
0610	10020NS	FUEL ADJUSTMEN	IT	19,304.00	DOLL	\$1.00	\$	\$19,304.00
0620	10030NS	ASPHALT ADJUST	MENT	30,221.00	DOLL	\$1.00	\$	\$30,221.00
0630	20071EC	JOINT ADHESIVE		4,800.00	LF		\$	
0640	21289ED	LONGITUDINAL ED	GE KEY	2,857.00	LF		\$	
0650	24889EC	PAVE MARKING-TH	HERMO U-TURN	10.00	EACH		\$	
0660	24969ED	LONGITUDINAL SA	W CUT	5,729.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0670	00521		STORM SEWER PIPE-15 IN	701.00	LF		\$	
0680	00522		STORM SEWER PIPE-18 IN	71.00	LF		\$	
0690	00524		STORM SEWER PIPE-24 IN	12.00	LF		\$	
0700	01433		SLOPED BOX OUTLET TYPE 1-18 IN	1.00	EACH		\$	
0710	01456		CURB BOX INLET TYPE A	7.00	EACH		\$	
0720	01458		CURB BOX INLET TYPE A T	1.00	EACH		\$	
0730	01634		CAP CURB BOX INLET	1.00	EACH		\$	
0740	01792		ADJUST MANHOLE	2.00	EACH		\$	
0750	24814EC		PIPELINE INSPECTION	784.00	LF		\$	

Section: 0004 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0760	06406		SBM ALUM SHEET SIGNS .080 IN	446.88	SQFT		\$	
0770	06407		SBM ALUM SHEET SIGNS .125 IN	48.75	SQFT		\$	

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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0780	06410		STEEL POST TYPE 1	473.00	LF		\$	
0790	06490		CLASS A CONCRETE FOR SIGNS	9.00	CUYD		\$	
0800	21596ND		GMSS TYPE D	35.00	EACH		\$	
0810	24631EC		BARCODE SIGN INVENTORY	73.00	EACH		\$	

Section: 0005 - DEMOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC F	P AMOUNT
0820	02569	DEMOBILIZATION	1.00	LS	\$	