

CALL NO. 201
CONTRACT ID. 254501
CHRISTIAN COUNTY
FED/STATE PROJECT NUMBER HSIP 5041(013)
DESCRIPTION DAWSON SPRINGS ROAD (KY 109)
WORK TYPE WIDENING
PRIMARY COMPLETION DATE 11/15/2025

LETTING DATE: February 20,2025

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME February 20,2025. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 6%

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

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ADMINISTRATIVE DISTRICT - 02

CONTRACT ID - 254501

HSIP 5041(013)

COUNTY - CHRISTIAN

PCN - 0202401092501 HSIP 5041(013)

DAWSON SPRINGS ROAD (KY 109) (MP 17.44) FROM THE INTERSECTION OF KY 109 AND CR 1405 EXTENDING NORTH TO THE INTERSECTION OF KY 109 AND KY 800 (MP 23.44), A DISTANCE OF 06.00 MILES.WIDENING SYP NO. 02-00938.

GEOGRAPHIC COORDINATES LATITUDE 37:00:16.00 LONGITUDE 87:34:55.00 ADT 1,968

PCN - MP02401092501 FD05 024 0109 017-024

DAWSON SPRINGS ROAD (KY 109) (MP 17.579) BEGIN AT MJ BOYD ROAD EXTENDING NORTH TO KY 800 (MP 23.336), A DISTANCE OF 05.75 MILES.ASPHALT RESURFACING

GEOGRAPHIC COORDINATES LATITUDE 36:57:55.00 LONGITUDE 87:33:05.00

ADT 2,198

COMPLETION DATE(S):

COMPLETED BY 11/15/2025 APPLIES TO ENTIRE PROJECT

COMPLETED BY 10/31/2025 MILESTONE DATE (SEE SN FOR COMPLETION DATE)

CONTRACT NOTES

INSURANCE

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

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

BOYCOTT PROVISIONS

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

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

LOBBYING PROHIBITIONS

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

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

Revised: 1/1/2025

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

10/26/2023

1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

2.0 – BUILD AMERICA, BUY AMERICA (BABA)

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

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

BABA permits FHWA participation in the Contract only if all "construction materials" as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials

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

10/26/2023

incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

Finally, BABA permits the continuation of FHWA's current general applicability waivers for manufactured products, raw materials, and ferryboat parts, but these waivers are subject to reevaluation, specifically the general applicability waiver for manufactured products.

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

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

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

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

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

October 26, 2023 Letting

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SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD

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

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

Date Submitted:
Contractor:
Signature:
Printed Name:
Title:

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

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.

CHRISTIAN COUNTY HSIP 5041(013)

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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.

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

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

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

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

Revised: 2/29/2024

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

CHRISTIAN COUNTY HSIP 5041(013)

SURFACING AREAS

The Department estimates the mainline surfacing width to be 20 feet.

The Department estimates the total mainline area to be surfaced to be 71,437 square yards.

The Department estimates the shoulder width to be 1 foot on each side.

The Department estimates the total shoulder area to be surfaced to be 6,684 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.

INCIDENTAL SURFACING

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

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 B

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

Special Notes Applicable to Project General Notes & Description of Work

CAUTION

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

STATIONING

The contractor is advised that the planned locations of work were established from a beginning station number, which is STA 928+00 at the intersection of KY 109 (Dawson Springs Road) and CR-1405 (M J Boyd Road) and corresponds to Milepoint 17.57 along KY 109. **NOTE**: The existing mile marker signs may not correspond to the proposed work locations.

LIDAR

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

ON-SITE INSPECTION

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

RIGHT OF WAY LIMITS

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

CONTROL

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

General Notes & Description of Work Page 2 of 5

PROPERTY DAMAGE

Be responsible for all damage to public and/or private property resulting from the work. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.

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:

Pavement Widening. Areas have been identified along the route for widening the pavement. Work will include trenching the existing roadside, placing asphalt, and regrading the roadside, as shown on the Typical Sections. Perform this work at the locations identified elsewhere in the Proposal, or the locations as directed by the Engineer. Refer to the Special Note for Shoulder Milling/Trenching for more information.

After the shoulders are milled/trenched, backfill with Asphalt Base according to the applicable Typical Sections. After placing the last lift of Asphalt Base, do not construct the proposed new Asphalt Surface until a minimum of 14 calendar days have elapsed to allow for settlement. After the 14 calendar day waiting period, and/or when the Engineer determines the Asphalt Base has sufficiently stabilized, begin resurfacing operations. Prior to constructing the new Asphalt Surface, level and wedge any settlement of the pavement widening areas.

Pavement Resurfacing. The existing roadway between MP 17.579 - 23.336 is set up to be resurfaced using FD05 resurfacing funds. Other items be associated with the pavement resurfacing include: overlay $1.0^{\prime\prime}$ on existing pavement, leveling & wedging, application of tack coat, and installation of edgeline rumble strips. Refer to the rumble strip Standard Drawings for recommended placement of rumble strips. Striping Perm Paint -6 IN is included in the FD05 resurface contract.

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

- The Special Note for Roadside Regrading provides information on:
 - The required materials and construction methods.
 - How roadside regrading is measured and paid.
- The ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS includes:
 - 11 different Figures that show the common conditions and situations that may be encountered when performing Roadside Regrading.
 - Notes that provide guidance on how to adjust the proposed shoulder and/or roadside dimensions so that Roadside Regrading work operations will remain within the Right-of-Way (or Consent & Release work area) and/or not impact a sensitive obstruction.

General Notes & Description of Work Page 3 of 5

- The Typical Section(s) show:
 - The desired dimensions of the proposed shoulder, ditch, and/or roadside slopes.
 - NOTE: There may situations where the desired shoulder, ditch, and/or roadside dimensions must be modified based on existing site conditions. When situations arise where the desired roadside dimensions need to be adjusted, the Contractor and Engineer should work together to determine the final dimensions for the proposed shoulder, ditch, and/or roadside slopes. The notes within the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS provide guidance on ways to adjust the Roadside Regrading when common site conditions and constraints are encountered.
- The Roadside Regrading Summary:
 - Lists the locations where Roadside Regrading is to be performed. While the Department anticipates the limits of Roadside Regrading shown on the Roadside Regrading Summary are accurate, it is always possible the condition of the existing shoulders and existing ditches could change between the Design phase and Construction phase of the project. Therefore, the Contractor and the Engineer are to work together to review the limits of Roadside Regrading and make alterations per Section 104.02.
 - Lists estimated volumes of excavation and embankment for each Roadside Regrading location to help indicate the approximate level of effort of each Roadside Regrading location. <u>NOTE</u>: See the Special Note for Roadside Regrading for information on how Roadside Regrading will be measured and paid.
 - o Indicates which Figure reference within the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS is the closest representation of each proposed Roadside Regrading location.
 - Lists the Targeted Fill Slope (or Ditch Foreslope) and, if applicable, the Targeted Backslope for each Roadside Regrading location.
 - o Indicates if there is a need for Embankment Benching, a DGA Wedge, and/or Channel Lining for each Roadside Regrading location.
 - o If applicable, lists the estimated quantities of DGA, Asphalt Seal Coat, Asphalt Seal Aggregate, Channel Lining, and/or Geotextile Fabric for each Roadside Regrading location.
 - Summarizes the quantities of the bid items associated with the Roadside Regrading work operation.

DGA Wedge & Chip Seal. Some sections of "Roadside Regrading" are set up to receive a DGA Wedge & Chip Seal after the roadside regrading operations are complete. Other areas of "Roadside Regrading" are NOT to receive the DGA Wedge & Chip Seal. Construct the DGA Wedge & Chip Seal at the locations identified on the Roadside Regrading Summary, or at locations as directed by the Engineer. The proposed DGA Wedge dimensions are detailed on the Roadside Regrading Summary. Refer to the Special Note for Roadside Regrading and the Special Note for Double Asphalt Seal Coat for more information on the DGA Wedge & Chip Seal.

Entrance Pipe Replacement & Driveway Surfacing. Due to areas of existing ditch line being re-shaped and relocated further from the edge of pavement, there are areas throughout the project where the existing entrance pipe will have to be removed and replaced to line up with the new ditch line. Refer to the Entrance Detail within the Typical Sections for details on this work item. See the Entrance Pipe Summary for the locations and bid items/quantities associated with the entrance pipe replacements. The existing driveway surface is noted on the summary sheet and is to be replaced with like-kind surfacing.

General Notes & Description of Work Page 4 of 5

The Engineer will make the final determination as to the locations and quantities required to complete the work based on the existing conditions encountered during construction. Refer to the Special Note for Pipe Replacements / Extensions for more information on this item of work.

Pipe Extensions. There are locations throughout the project where culvert pipes are being extended. Locations and estimated quantities are noted on the Pipe Drainage Summary. For pipe extensions where the existing pipe is RCP, remove the existing headwall and first section of existing RCP attached to the headwall (approx. 3-4' ft). Other items that may be included with the pipe extensions/replacements include safety box inlets, sloped & mitered concrete headwalls, fittings to connect existing pipe to proposed pipe, channel lining, asphalt pavement quantities, etc. Refer to the Special Note for Pipe Replacements/Extensions for more information on this item of work.

NOTE: Do NOT Disturb any underground utility at pipe extension locations. Refer to the Pipe Cross Sections for approximate utility locations.

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

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

Fittings. There are quantities of fittings included in the contract to construct at the pipe improvement locations. This is so the new pipe can be securely connected to the existing pipe. The fittings shall be constructed as shown on the Pipe Fittings Adapter Detail Sheet. Refer to the General Summary and Pipe Drainage Summary, for locations, sizes, and for more information regarding proposed Fittings.

Channel Lining. A quantity of 226 Tons of Channel Lining Class II has been included in the General Summary for use at the locations indicated on the summary. An additional 100 Tons of Channel Lining Class II has been included in the contract for potential use around drop box inlets, safety box inlets, inlets and outlets of pipes, along areas of regraded ditch line and/or fill slope, and other areas as directed by the Engineer. The Contractor and Engineer should work together to determine the location and best use of Channel Lining throughout this project. The Engineer will make the final determination as to the needed quantities and placement of Channel Lining.

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Erosion Control Blanket. A quantity of 20,111 square yards of Erosion Control Blanket has been included in the contract for potential use along areas of regraded shoulders, ditch lines, fills slopes and/or back slopes, inlets and outlets of pipes, and any other areas as directed by the Engineer. The Contractor and Engineer should work together to determine the location and best use of Erosion Control Blanket throughout this project. The Engineer will make the final determination as to the quantities and placement of Erosion Control Blanket.

Removal of Existing Signing Assemblies and Installation of Proposed Signing. A quantity of 51 each of "Remove Sign" has been included for removal of existing signs along the corridor where a proposed sign is being installed, as identified on the Plans. An estimated quantity of new signing and sign post is included on the Signing Summary. The Contractor and Engineer will work with the District Traffic Section to determine the final signing layout and sign types prior to installation of the proposed signing. Refer to the Special Note for Signing and the Special Note for Signage for more details concerning the procedures for determining and staking the final layout and installation of the signing.

Remove, Store & Reinstall Signs. A quantity of 1 each of "Remove-Store and Reinstall Sign" has been included in the contract for existing sheet signs that may obstruct or interfere with proposed construction activities. Do not remove an existing sign until just prior to working in the vicinity of the sign. Reinstall the sign as soon as possible once the construction activities in the vicinity of the sign has reached a stage that the sign will no longer be an obstruction or interfere with the work. Do not reinstall on old steel posts. Steel post quantity has been added to account for new post needed. The intent is for the sign to be "down" the minimum length of time necessary.

Underground Storage Tanks. There are no impacts to underground storage tanks within the project area. Note: records indicate that an underground storage tank (UST) may be located near Latitude: 37.0093, Longitude: -87.5818, as indicated on the plans. This location has two closed tanks and is outside of existing ROW. Another UST may be located near Latitude: 37.0126, Longitude: -87.5823, as indicated on the plans. This location has two closed tanks and is located outside of existing ROW. If an underground storage tank is encountered during construction activities, cease all construction activities and notify the Engineer immediately per Section 202.03. There is also a water well located near Latitude: 37.025800, Longitude: -87.582976, as indicated on the plans. This is a domestic tank and outside of existing ROW.

Contaminated Soils. The contractor should not encounter contaminated soils within the project area. There is one location where there was a transformer oil spill when power pole fell due to ice storm. The power pole transformer is around approximate station 1194+20 on the left side of KY 109. The spill traversed southwardly to an existing drainage pipe at station 1190+57. The spill was cleaned up. Surface digging and excavation less than 3' is anticipated in this area for roadside regrading. Refer to the Special Note for Contaminated Soil Disposal in the event that contaminated soils may be encountered during construction of the proposed improvements.

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. 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.
- 3. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks of notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.
- 4. Produce and furnish to the Engineer "As Built" information for the drainage improvements. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures (i.e. box inlets, headwalls, junction boxes, etc.), culvert pipes, and/or box culverts constructed. Final elevation data of the drainage improvements is not necessary.
- 5. Using paint marks on the pavement, and/or any other means approved by the Engineer, 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.
- 6. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
- 7. Perform any and all other staking operations required to control and construct the work.

Special Note for 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 Roadside Regrading

I. DESCRIPTION

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

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

II. MATERIALS

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

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Erosion Control. See Special Note for Erosion Control.
- **C. DGA.** Furnish Dense Graded Aggregate as per Section 805.
- **D. Asphalt Seal Coat.** See the Special Note for Double Asphalt Seal Coat.
- **E. Asphalt Seal Aggregate.** See the Special Note for Double Asphalt Seal Coat.
- F. Channel Lining, Class II. When listed as a bid item, furnish Channel Lining, Class II as per Section 805.
- G. Geotextile Fabric Class 1. When listed as a bid item, furnish Geotextile Fabric Class 1 as per Section 843.
- **H. Crushed Stone Base.** Furnish Crushed Stone Base as per Section 805.

III. CONSTRUCTION METHODS

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

Roadside Regrading Page 2 of 6

- **C. Site Preparation.** Be responsible for all site preparation including, but not limited to: staking; clearing, grubbing, and removal of all obstructions or any other items; excavation, embankment benching, compacting embankment in place; temporary pollution and erosion control; disposal of excess, waste, and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the Engineer.
- **D. Staking.** See the Special Note for Staking.
- E. Roadside Regrading. Perform Roadside Regrading at the approximate locations listed on the Summary Sheets and/or Plan Sheets, the Roadside Regrading Summary, or at locations as directed by the Engineer. All work shall be completed according to Sections 204, 205, and 209, or as specified in the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS, the Typical Sections, the Plan Sheets, or as directed by the Engineer. Roadside Regrading shall consist of any necessary clearing, grubbing, grading, and/or reshaping of the existing shoulder, ditch, and/or roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions detailed on the Typical Sections, and the Roadside Regrading and Embankment Benching Details. Depending on the existing conditions encountered and to achieve the dimensions as detailed in the Typical Sections, Roadside Regrading may also include, but is not limited to: embankment benching, excavating and removing excess material, excavation of rock, providing additional earth material suitable for vegetation growth and grading, shaping, and compacting the earth material.

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

- **F. Embankment Benching.** Embankment Benching shall be required when the existing groundline has an incline greater than 15%. For more information refer to the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS.
- G. DGA Wedge & Chip Seal. Some, or possibly all, areas of Roadside Regrading may be set up to receive a DGA Wedge & Chip Seal after the Roadside Regrading operations are complete. Other areas of Roadside Regrading may NOT be set up to receive the DGA Wedge & Chip Seal. See the Summary Sheets and/or Plan Sheets for the approximate locations to receive the DGA Wedge & Chip Seal. The Engineer will determine the exact limits of the DGA Wedge & Chip Seal at the time of construction. Construct and compact the DGA as required by Section 302. Place Chip Seal over the entire width of the DGA Wedge. See the Special Note for Double Asphalt Seal Coat for the Chip Seal requirements.
- H. Channel Lining. Install Class II Channel Lining along any sections of ditches, fill slopes, or ditch backslopes identified in the Proposal, or any other locations the Engineer directs for slope protection or erosion control. When Channel Lining is proposed to be installed along a steep fill slope in order to establish a width of shoulder (as shown in Figure 5 of the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS), the Channel Lining is to be capped with Geotextile Fabric Class 1 and 4" of Crushed Stone Base. In lieu of 4" of Crushed Stone Base, 4" of DGA and a

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Double Asphalt Seal Coat may be specified in the Proposal. Install whichever aggregate capping material the Proposal specifies, or as directed by the Engineer.

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

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construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and the Engineer's decision shall be final and binding upon the Contractor.

- **N.** Clean Up, Disposal of Waste. Clean up the project area as work progresses. Dispose of all removed excess material, debris, and other waste at approved sites off the Right of Way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- O. 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.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Erosion Control. See Special Note for Erosion Control.
- **C. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
- **D. Staking.** See Special Note for Staking.
- E. Roadside Regrading. Roadside Regrading will not be measured in the field at the time of construction but will be measured as the proposed quantities of Embankment in Place OR Roadway Excavation (whichever is listed as a bid item), increased or decreased by authorized adjustments in accordance with 204.04.02. The proposed quantities for each proposed area listed in the Roadside Regrading Summary will be reviewed by the Engineer or their designee and approved for payment if the Contractor's roadside regrading results are accepted by the Engineer. Generally speaking, for a proposed Roadside Regrading area to be accepted by the Engineer and measured for payment, the Contractor will need to achieve the proposed shoulder, ditch, and/or roadside dimensions, including any necessary embankment benching, detailed on the Typical Section and the corresponding Figure listed on the Roadside Regrading and Embankment Benching Details, unless the Engineer approves an adjustment to the proposed dimensions. See the Special Note for

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Staking for more information about working with the Engineer to determine when it would be appropriate to adjust the proposed dimensions of any particular Roadside Regrading area.

- **F. Embankment Benching.** Embankment benching shall be required when the existing groundline has an incline greater than 15% (Approx. 6:1). Excavation of embankment benches shall be incidental; however, embankment benching will be measured as Embankment in Place. On the Roadside Regrading Summary, the Department has included quantities for embankment benching within the bid quantities of Embankment in Place for the proposed areas of Roadside Regrading that are anticipated to require embankment benching.
- **G. DGA, CSB.** When listed as bid items, DGA and Crushed Stone Base shall be measured according to Section 302.04.
- **H. Chip Seal.** When specified in the contract, the bid items associated with Chip Seal shall be measured according to the Special Note for Double Asphalt Seal Coat.
- **I.** Channel Lining, Class II. When listed as a bid item, Class II Channel Lining shall be measured according to Section 703.04.
- **J. Geotextile Fabric, Class 1.** When listed as bid items, Geotextile Fabric, Class 1 shall be measured according to Section 214.04.
- K. Clean Up, Disposal of Waste, Final Dressing, Seeding and Protection. The Department will NOT measure for payment the following activities: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental to the project bid items. Seeding and Protection shall be measured according to Section 212.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Erosion Control. See Special Note for Erosion Control.
- **C. Staking.** See Special Note for Staking.
- D. Roadside Regrading. The Department will make payment for the completed and accepted quantities under the bid items EMBANKMENT IN PLACE or ROADWAY EXCAVATION (whichever is listed as a bid item). The Department will consider payment full compensation for furnishing all labor, materials, equipment, and incidentals necessary to perform the proposed Roadside Regrading as required by these notes, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.

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- **E. DGA, CSB.** When listed as bid items, the Department will make payment for DGA and Crushed Stone Base according to Section 302.05.
- **F. Chip Seal.** When specified in the contract, the Department will make payment for the bid items associated with Chip Seal according to the Special Note for Double Asphalt Seal Coat.
- **G.** Channel Lining, Class II. When listed as a bid item, the Department will make payment for Class II Channel Lining according to Section 703.05.
- **H. Geotextile Fabric, Class 1.** When listed as a bid item, the Department will make payment for Geotextile Fabric, Class 1 according to Section 214.05.

Special Note for Shoulder Milling/Trenching

Trench shoulders as shown on the Typical Section. The Engineer may eliminate locations along the route from shoulder trenching (e.g. road approaches, turn lanes, entrances, etc.). For entrances and road approaches, the Engineer will determine whether to omit the trenching or continue the trenching across the entrance or approach. DO NOT trench across entrances or road approaches without the Engineer's approval. If trenching is achieved by means other than milling, saw cut the pavement <u>6 inches</u> deep to create a smooth edge prior to excavating the shoulder trench. Excavate the material from the shoulder and maintain the proposed cross-slope as shown on the Typical Sections. The intent is to mill, or excavate, the entire trench so that the proposed shoulder slope is retained at the end of the paving operation. Reshape and compact excavated material from the trench on the outside edge of the newly paved shoulder as shown on the Typical Section.

Retain possession of excess materials and/or materials the Engineer deems unsuitable for reuse and waste the materials off the right-of-way at sites obtained by the Contractor at no additional cost to the Department. See Special Provision for Waste and Borrow.

Accept payment at the contract unit price per square yard for SHOULDER MILLING/TRENCHING as full compensation for all labor, materials, equipment, and incidentals for excavating the shoulder trench and reuse and/or disposal of the excavated material.

Special Note for Pipe Replacements and Extensions

I. DESCRIPTION

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

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

II. MATERIALS

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

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

III. CONSTRUCTION METHODS

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

Pipe Replacements/Extensions Page 2 of 4

and/or entrance pipes at the approximate locations noted on the summary. The Engineer will determine the exact locations and lengths of pipe to be removed at the time of construction. When any portion of pipe under the roadway, saw cut the existing asphalt pavement and base to a neat edge prior to excavation and removal of the existing pipe. NOTE: Saw cutting the pavement shall be incidental. Obtain the Engineer's approval of trench width and/or saw cutting limits prior to saw cutting the pavement. Excavate the trench and remove the pipe as directed, or approved, by the Engineer without disturbing existing underground utilities.

- E. Constructing Pipe, Headwalls, and Drainage Boxes. Construct culvert and/or entrance pipes, pipe extensions, headwalls, drainage boxes, and other drainage structures at the locations shown in the proposal or as designated by the Engineer. The Contractor will establish, with the approval of the Engineer, the final centerlines, flow lines, and skews to obtain the best fit with the existing and/or proposed ditches and other proposed improvements. (See the Special Note for Staking.) Construct pipe bedding according to Section 701 and the applicable Standard or Sepia Drawings, current editions. Use approved connecting bands or concrete anchors as required. Prior to backfilling pipe, obtain the Engineer's approval of the pipe installation. Provide positive drainage upon completion of pipe installation.
- **F. Pipe Backfill.** Backfill entrance pipes according to Section 701.03.06. Contrary to Section 701.03.06, regardless of cover height, backfill culvert pipes with flowable fill as shown on the Culvert Pipe Replacement Detail from the outside edge of shoulder or back of curb to outside edge of shoulder or back of curb. Steel plates will likely be required to maintain traffic while the flowable fill cures. Once the flowable fill has sufficiently cured, place the Asphalt Base in lifts with thicknesses of 3-4 inches, up to the surface of the existing pavement. Seal with Leveling & Wedging. Allow the asphalt base and leveling & wedging to be exposed to traffic for a minimum of 14 days to allow for settlement. During the waiting period, level & wedge any settlement as directed by the Engineer. After the waiting period has been met for the last pipe replacement constructed, the final milling and/or surfacing operations can begin, unless directed otherwise by the Engineer. For culvert pipe beyond the outside edge of shoulder or back of curb, backfill according to Section 701.03.06.
- **G. Embankments.** Backfill pipe and culvert extensions, and construct shoulder embankments as directed by the Engineer. The Contractor shall bench into the existing slope and apply proper compaction according to Section 206. For more information and details on benching, refer to Note 2 on the detail sheet titled: ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS, found elsewhere in the Proposal. Provide positive drainage of ditches, shoulders, and slopes at all times during and upon completion of construction.
- H. Property Damage. Be responsible for all damage to public and/or private property resulting from the work. Repair or replace damaged roadway features in like kind materials and design, as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- I. Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or

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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.">
If the total delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.

- J. Right-of-Way Limits. The Department has not established exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way and staging areas secured by the Contractor at no additional cost to the Department. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the Contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.
- K. Clean Up, Disposal of Waste. Clean up the project area as work progresses. Dispose of all removed concrete, pipe, pavement, debris, excess and unsuitable excavation, and all other waste at approved sites off the Right of Way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- L. Final Dressing, Seeding and Protection. Grade all disturbed areas to blend with the adjacent roadways features and to provide a suitable seed bed. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- M. Erosion Control. See the Special Note for Erosion Control.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, site preparation will NOT be measured for payment, but shall be incidental to culvert and/or entrance pipe bid items, as applicable.
- **C. Remove Headwall.** The Department will measure the removal of existing headwalls as Each. Any excavation, including rock excavation, necessary to remove existing headwalls will NOT be measured for payment, but shall be incidental to the bid item "Remove Headwall".
- **D.** Remove Pipe. Removal of existing culvert and entrance pipe shall be measured according to Section

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701.04.14. Any excavation, including rock excavation, necessary to remove existing pipe will NOT be measured for payment, but shall be incidental to the bid item "Remove Pipe".

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

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B.** Remove Headwall. The Department will make payment for the completed and accepted quantities of Each headwall removed. Payment at the Contract unit price per Each shall be full compensation for furnishing all labor, materials, equipment, and incidentals for removing the existing headwall.
- **C. Remove Pipe.** The Department will make payment according to Section 701.05. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment, and incidentals for removing the existing pipe.
- **D. Culvert and Entrance Pipe.** The Department will make payment according to Section 701.05. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment, and incidentals necessary for installing and backfilling new culvert and entrance pipe.
- E. Headwalls, Drainage Boxes. The Department will make payment according to Section 710.
- **F. Erosion Control.** See the Special Note for Erosion Control.

Special Note for Signage

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

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 to be installed on sufficiently cured existing concrete, such as a sidewalk, concrete median, etc., Type I steel posts shall be mounted on a Type D Surface Mount. For Type D Surface Mounts use only Redi-Torque Model 280 Surface Mount Slip Base Assembly (part number SMSB) by Xcessories Squared of Auburn, IL. Prior to installation, the Contractor shall submit to the Engineer shop drawings of the Type D Surface Mount. Install the Type D Surface Mount according to all the applicable requirements of the manufacturer (see shop drawings). During installation of the Type D Surface Mount, if the existing concrete surface is not flat (i.e. has a slope), galvanized metal shims may be required to ensure the surface mount base is level and plumb. If a Type D breakaway sign support is specified for a location that has an asphalt surface, the Contractor shall install the Type D breakaway sign support detailed on Standard Drawing RGX-065, current edition. 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, shims, 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)

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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 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.

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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 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

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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 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.
- 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.

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Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and the Engineer's decision shall be final and binding upon the Contractor.

- 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.

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- **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.
- **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.

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

 NOTE: The permissible Type D Surface Mount alternative is: Redi-Torque Model 280 Surface Mount
 - <u>NOTE</u>: The permissible Type D Surface Mount alternative is: Redi-Torque Model 280 Surface Mount Slip Base Assembly (part number SMSB) 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.

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SPECIAL NOTE FOR FIBER REINFORCEMENT OF ASPHALT

PART 1 - GENERAL

1.1 DESCRIPTION

This Section includes specifications for furnishing all materials, equipment, labor, and incidentals for mixing aramid fiber reinforcements to hot mix asphalt.

1.2 **DEFINITIONS**

- A. HMA- hot mix asphalt, without aramid fiber.
- B. WMA- warm mix asphalt, without aramid fiber.
- C. Reinforced MA-hot mix as phalt including aramid fibers properly proportioned, uniformly mixed and coated with as phalt.
- D. Aramid fiber-pure aramid fiber meeting the material properties of this specification, without additive materials.
- E. Delivery material(s) the material(s) combined with the pure aramid fiber to facilitate Aramid fiber and HMA/WMA proportioning, uniform mixing with the HMA/WMA, and asphalt coating of the aramid fibers.
- F. Aramid product the aramid supplier's mixture of pure aramid fiber and delivery material(s).
- G. Manufacturer-the company that produces the aramid fiber from raw materials.
- H. Supplier-the company that offers an aramid product.

PART 2 - PRODUCT

2.1 MATERIALS

Meet the following aramid fiber properties.

Property	Measure	Standard	
Material	Aramid	ASTM D276	
Form	Monofilament fibers	Manufacturer Certification	
Length	0.75-1.50 inches (+/- 10%)	Manufacturer Cert.	
Specific Gravity	1.44	ASTM D3379 ASTM D3379	
Minimum Tensile Strength	400,000 psi		
Maximum Tensile Elongation	1.8 %		
Degradation Temperature	800 degrees F	ASTM D276	
Acid and Alkali Resistance	Inert Manufacturer Cert.		

2.2 SUBMITTALS

Submit the following.

- A. Identify the mixing plant.
- B. Provide a specification sheet from the aramid fiber manufacturer.
- C. Provide the following from the aramid product supplier at least three weeks prior to HMA/WMA production.
 - 1. The supplier's specified mix rate for the aramid product.
 - 2. Certification that the amount of aramid fiber in the aramid product will be between 2.1 and 4.0

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- ounces of pure aramid fiber foreach ton of hot mix asphalt.
- 3. Evidence showing how many times, if any, the supplier's fiber product has been successfully produced at the asphalt plant to be used for the project.
- 4. Proven method of introducing the aramid fibers into the hot mix asphalt which will not cause the aramid fibers to become airborne.

2.3 JOB MIX FORMULA

When aramid fiber is required as a mixture ingredient, modification to the job mix formula is not required.

PART 3 – EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

Store aramid product in a dry environment and do not allow them to be in contact with moisture.

Mix 3.0 ounces (+/- 1.0 ounces) of aramid fibers per ton of asphalt, unless otherwise noted in the plans. The weight applied is for pure aramid fibers only, weight of any delivery materials is not considered.

Have a fiber supplier's representative on site during the first day of production mixing. This requirement can be waived if fiber supplier and HMA/WMA producer can supply evidence of supplier's brand of fiber product being successfully produced by the HMA/WMA producer. The fiber supplier's representative may be on site for additional days as requested by the Engineer.

Introduce the aramid product as follows:

1. Batch Plant

When a batch type plant is used, add the aramid product dosage to the aggregate in the weigh hopper. This may be done with loose fibers and a fiber metering device or may be done by using manual dosing equipment. If necessary, increase the batch dry mixing time to ensure the aramid fibers are uniformly distributed prior to the injection of asphalt cement into the mixer.

2. Drum Plant

When a continuous or drier-drum type plant is used, add the aramid product to the RAP material to uniformly disperse with the aggregate and injected asphalt. Use a separate aramid product metering device feed system to proportion by weight of total mix, the required percentage of fiber reinforcement into the mixture. Control the aramid product metering system with a proportioning device to meet the dosing requirements.

When a continuous or drier-drum type plant is used for limited production volumes, the addition of the aramid product may be done by using manual measuring tools or equipment and adding them directly onto the RAP belt or into the RAP opening on the plant. Because this is not an automated process, a written protocol must be supplied by the producer to demonstrate how they will attain the dosage requirement, and documentation must be supplied by the

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material manufacturer assuring this method will produce the desired uniform aramid fiber distribution.

Mix the aramid fiber with the aggregate longer, if needed, to allow thorough distribution of aramid fibers at the end of the mixing process and to promote asphalt coating of individual strands of aramid fiber. At the start of any fiber mixing, visually observe the reinforced HMA/WMA at the plant and in first three trucks at the point of discharge and prior to delivery to the job site. Observation shall include using a shovel or other device. Look for proper distribution of aramid fibers and make mixing adjustments if needed.

<u>WMA</u>: Use of a feeder system will be required for both Drum and Batch plants when producing Warm Mix Asphalt to ensure correct distribution and coating of the aramid fibers. This requirement maybe waved if the asphalt producer can demonstrate complete melting of the delivery material and proper incorporation of the aramid fibers into the WMA.

3.2 ACCEPTANCE

Acceptance of the reinforced HMA/WMA will include the following factors:

- 1. Aramid fiber is properly proportioned based on documentation comparing fiber feed to HMA/WMA mix production. A log of the total amount of aramid fibers applied certified by fiber manufacturer/supplier shall be required daily.
- 2. By visual inspection at the end of the mixing process, there is no clumping of aramid fiber or aramid delivery product and the aramid fibers are uniformly distributed.
- 3. All other mixture and density requirement of the asphalt as detailed in the Standard Specifications, current edition, shall apply.

PART 4 - MEASUREMENT AND PAYMENT

The Department will measure the quantity of Fiber Reinforcement for HMA/WMA as ton of asphalt placed with fibers. Each ton of asphalt placed with the aramid fibers according to this special note will be measured and paid for at the contract unit bid price per ton, and shall include full compensation for furnishing all labor, tools, equipment, and incidentals for doing all the work involved in adding the fibers to HMA/WMA.

CodePay ItemPay Unit24785ECFiber Reinforcement for HMATons

SPECIAL NOTE

For Contaminated Soil Disposal

Christian County

PERFORM MINOR ROADWAY WIDENING, ROADSIDE REGRADING, AND RESURFACING ON KY 109 FROM MP 17.44 TO MP 23.44 IN CHRISTIAN COUNTY (ITEM NO. 2-938.00)

Contaminated soils that may be encountered during construction of the proposed improvements should be left in place or hauled to an approved landfill. The contractor shall be HazMat certified or shall have a certified HazMat subcontractor perform this excavation and disposal. The contractor shall provide the disposal manifest to the engineer. Should contaminated soils be encountered and need to be removed and hauled to an approved landfill, this shall be considered "Extra Work" and the provisions within Section 104.03 shall be followed.

Special Note for Completion Date & Liquidated Damages

I. COMPLETION DATE

There is a fixed milestone completion date of *October 31, 2025* in which all work except permanent signing and permanent pavement markings must be complete. The ultimate fixed completion date to have all work completed, including permanent signing and permanent pavement markings, shall be *November 15, 2025*. 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

COORDINATION OF WORK WITH OTHER CONTRACTS

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

1-3193 Coordination Contracts 01/02/2012

SPECIAL NOTE FOR 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

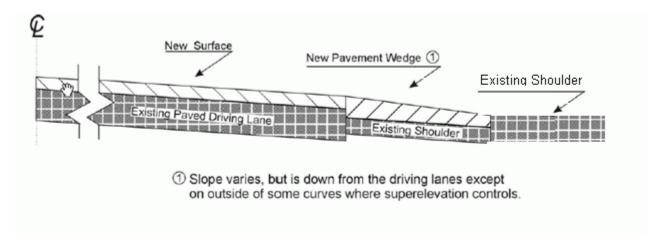
SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER MONOLITHIC OPERATION

- **1.0 MATERIALS.** Provide 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 specified Asphalt Surface Mixture on shoulders monolithically with the driving lane. Prime the existing shoulder with tack material as the Engineer directs before placing the wedge. Construct according to Section 403.03 of the Standard Specifications.

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 monolithically with the driving lane.

The wedge may vary in thickness at the edge of the milled area in the shoulder. If the area to receive the shoulder wedge is milled prior to placement, during rolling operations pinch the outside edge of the new inlay wedge to match the existing shoulder elevation not being resurfaced. Unless required otherwise by the Contract, construct rolled or sawed rumble strips according to Section 403.03.08, as applicable.

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.

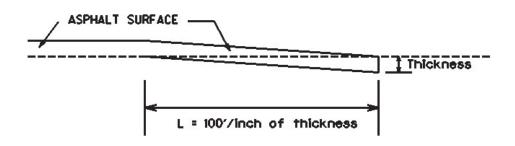


- **3.0 MEASUREMENT.** The Department will measure Asphalt Surface Mixture placed as the pavement wedge according to Section 403.
- **4.0 PAYMENT.** The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures on pavement wedges according to Section 403.

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 = 1.0 Inches

L = 100 LF

L= Length of Edge Key

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

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SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

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

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

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

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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

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

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

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

PROJECT PHASING & CONSTRUCTION PROCEDURES

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

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

Easter Weekend 3 pm Friday, April 18, 2025 – 8 pm Sunday, April 20, 2025 Memorial Day Weekend 3 pm Friday, May 23, 2025 – 8 pm Monday, May 26, 2025 Independence Day 7 am Friday, July 4, 2025 – 8 pm Sunday, July 6, 2025

Labor Day Weekend 3 pm Friday, August 29, 2025 – 8 pm Monday, September 1, 2025

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

The Contractor shall submit proposed lane 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

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

TEMPORARY SIGNS

Temporary signposts and splices shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. Temporary signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, only long-term temporary signs (temporary signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term temporary signs

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

CHANGEABLE MESSAGE SIGNS

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

BARRICADES

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

TEMPORARY ENTRANCES

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

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

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates,

Traffic Control Plan Page 3 of 8

excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

PAVEMENT MARKINGS

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

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

PAVEMENT EDGE DROP-OFFS

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

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

Less than 2" - No protection required.

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

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

Placement

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

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

Word	Abbrev	_
Access	ACCS	Example CRASH AHEAD/ USE ACCS RD NEXT RIGHT
Alternate	ALT	CRASH AHEAD/ USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/ DETOUR NEXT LEFT
		FIFTH AVE CLOSED/ DETOOK NEXT LEFT
Blocked	BLKD	•
Boulevard	BLVD	MAIN BLVD CLOSED/ USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/ USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/ MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/ USE 1275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/ EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/ DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/ PREPARE TO STOP
Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/ DETOUR EXIT 10
Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/ DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ ALL TRAF EXIT 25
Highway	HWY	CRASH ON AA HWY/ EXPECT DELAYS
Hour	HR	CRASH ON AA HWY/ 2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
Interstate	1	E-BND 164 CLOSED/ DETOUR EXIT 20
Lane	LN	LN CLOSED MERGE LEFT
Left	LFT	LANE CLOSED MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/ SLOW
Major	MAJ	MAJ DELAYS 175/ USE ALT RTE
Mile	MI	CRASH 3 MI AHEAD/ USE ALT RTE
Minor	MNR	CRASH 3 MI MNR DELAY
Minutes	MIN	CRASH 3 MI/ 30 MIN DELAY
Northbound	N-BND	N-BND 175 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/ USE 1275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
Prepare	PREP	CRASH 3 MI/ PREP TO STOP
Right	RGT	EVENT PKING NEXT RGT
Road	RD	HAZMAT IN RD/ ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/ POSSIBLE DELAYS
Route	RTE	MAJ DELAYS 175/ USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
Slippery	SLIP	SLIP COND POSSIBLE/ SLOW SPD
Southbound	S-BND	S-BND I75 CLOSED/ DETOUR EXIT 50
Speed	SPD	SLIP COND POSSIBLE/ SLOW SPD
0,000	J. J	Jan. 30.12 . 300.221/ 320 W 31 2

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Standard Abbreviations (cont.)

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

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

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

Typical Messages

The following is a list of typical messages used on 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>
CRASH AHEAD	ALL TRAFFIC EXIT RT
CRASH/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	DETOUR XX MILES
BRIDGE/(SLIPPERY, ICE, ETC.)	DO NOT PASS
CENTER/LANE/CLOSED	EXPECT DELAYS
DELAY(S), MAJOR/DELAYS	FOLLOW ALT ROUTE
DEBRIS AHEAD	KEEP LEFT
DENSE FOG	KEEP RIGHT
DISABLED/VEHICLE	MERGE XX MILES
EMER/VEHICLES/ONLY	MERGE LEFT
EVENT PARKING	MERGE RIGHT
EXIT XX CLOSED	ONE-WAY TRAFFIC
FLAGGER XX MILES	PASS TO LEFT

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Typical Messages (cont.)

Reason/Problem
FOG XX MILES
FREEWAY CLOSED
FRESH OIL
HAZMAT SPILL

ICE

INCIDENT AHEAD

LANES (NARROW, SHIFT, MERGE, ETC.)

LEFT LANE CLOSED LEFT LANE NARROWS LEFT 2 LANES CLOSED LEFT SHOULDER CLOSED

LOOSE GRAVEL

MEDIAN WORK XX MILES

MOVING WORK ZONE, WORKERS IN ROADWAY

NEXT EXIT CLOSED
NO OVERSIZED LOADS

NO PASSING
NO SHOULDER
ONE LANE BRIDGE
PEOPLE CROSSING
RAMP CLOSED

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

RIGHT SHOULDER CLOSED

ROAD CLOSED

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

ROAD WORK

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

ROAD WORK XX MILES

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

NEW SIGNAL XX MILES

SLOW 1 (OR 2) - WAY TRAFFIC

SOFT SHOULDER

STALLED VEHICLES AHEAD

TRAFFIC BACKUP TRAFFIC SLOWS TRUCK CROSSING TRUCKS ENTERING TOW TRUCK AHEAD

UNEVEN LANES

WATER ON ROAD

WET PAINT

WORK ZONE XX MILES WORKERS AHEAD

<u>Action</u>

PASS TO RIGHT PREPARE TO STOP REDUCE SPEED

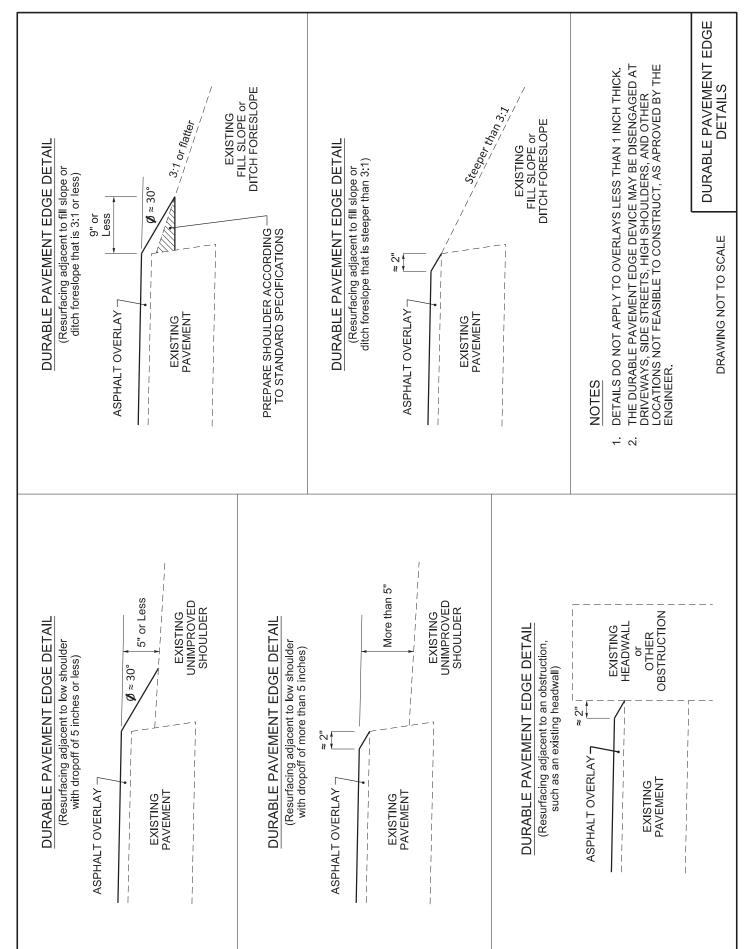
SLOW

SLOW DOWN STAY IN LANE STOP AHEAD STOP XX MILES

TUNE RADIO 1610 AM

USE NN ROAD
USE CENTER LANE
USE DETOUR ROUTE
USE LEFT TURN LANE
USE NEXT EXIT
USE RIGHT LANE

WATCH FOR FLAGGER



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TEAM KENTUCKY.

TRANSPORTATION CABINET

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

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

RIGHT OF WAY CERTIFICATION

PROJECT BESCRIPTION Minor widening on KY 109 from MP 17.44 to 23.44 in Christian County. No Additional Right of Way Required Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project. Condition #1 (Additional Right of Way Required and Cleared) All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been additional right of way or relocation assistance were required for this project. Condition #1 (Additional Right of Way Required and Cleared) All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been additional 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 vaw 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, but occupants of the current private of the propertion of the project has been acquired for the propertion of the propertio	Orig	inal	Re-C	ertificatio	n	RIGHT OF WAY CERTIFICATION		
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UTILITIES AND RAIL CERTIFICATION NOTE

Christian County - HSIP 5041(013)

FD52 024 0109 017-024

Minor Roadway Widening along KY 109 from 17.44 to 23.44

Item No. 2-938.00

GENERAL PROJECT NOTES ON UTILITIES

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

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

Christian County - HSIP 5041(013)

FD52 024 0109 017-024

Minor Roadway Widening along KY 109 from 17.44 to 23.44

Item No. 2-938.00

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

List all applicable utilities whose facilities are present and are not to be disturbed during construction activities.

• POWER POLE / OVERHEAD ELECTRIC / OVERHEAD TELEPHONE / OVERHEAD FIBER AND COMMUNITCATIONS

Power Poles are located on the right side of KY 109 starting at MJ Boyd Road and going to 745 feet past the New Palestine Baptist Church. After that the Power Poles are on the left side of KY 109 till about 515 feet from KY 800 before switching back to the right side of KY 109. There are several places where the lines cross over KY 109.

VARIOUS WATER MAINS

Christian County Water District owns all water lines. Water lines are on the left side of KY 109 starting at MJ Boyd Road till it crosses to the right side at Hart Road. Then continues on the right side of KY 109 till the end of the project area.

• UNDERGROUND FIBER AND COMMUNICATIONS

Underground fiber is to service properties and runs from nearby power pole. There are buried fiber taps which pull off on side roads. Buried copper cable is present along KY 109 on both sides of roadway as cable zig zags back and forth then again has taps onto side roads. Hopkins ville side has an aerial and buried fiber cable along with aerial and buried copper cables. Crofton side is just a copper cable which is mostly buried with a small portion of aerial copper. Locations vary and may not match the plans.

If an unknown utility is encountered, the contractor will be responsible for arranging an on-site meeting with utility representatives and the Engineer to discuss possible impacts and solutions to either avoid the utility or relocate the utility.

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

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

N/A

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

N/A

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

CHRISTIAN COUNTY HSIP 5041(013) Contract ID: 254501 Page 73 of 202

UTILITIES AND RAIL CERTIFICATION NOTE

Christian County - HSIP 5041(013) FD52 024 0109 017-024 Minor Roadway Widening along KY 109 from 17.44 to 23.44 Item No. 2-938.00

N/A

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTI	ION WITH THIS PROJECT AS NOTED
	olved 🗆 Rail Adjacent

UTILITIES AND RAIL CERTIFICATION NOTE

Christian County - HSIP 5041(013)
FD52 024 0109 017-024
Minor Roadway Widening along KY 109 from 17.44 to 23.44
Item No. 2-938.00

AREA UTILITIES CONTACT LIST

Utility Company/Agency	Contact Name	Contact Information
1. AT&T	Michael Forrest	mf6322@att.com 270-519-5862
Christian County Water District	James Owen	jameso@ccwd.net 270-886-3696
3. Pennyrile Rural Electric Cooperative Corporation	Anthony Ervin Allen Gates	aervin@precc.com agates@precc.com 270-886-2555

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



Kentucky Transportation Cabinet Highway District 2

And

(2)	Construction
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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 KY 109 in Christian County

Project: Item # 2-938.00

KPDES BMP Plan Page 1 of 14

Project information

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

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

Address:

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): KY 109 (Dawson Springs Rd)
- 6. Latitude/Longitude (project mid-point): 37° 00' 16", -87° 34' 54"
- 7. County (project mid-point): Christian
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

A. Site description:

- 1. Nature of Construction Activity (from letting project description): Asphalt Pavement & Roadway Rehab
- 2. Order of major soil disturbing activities: (2) and (3)
- Projected volume of material to be moved 60,180 LF of Roadside Regrading
- 4. Estimate of total project area (acres): 40.64
- Estimate of area to be disturbed (acres): 9.811
- 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: Sandlick Creek, Brushy Fork, and Sinking Fork
- 10. TMDLs and Pollutants of Concern in Receiving Waters: *No TDML's were involved on this project.*
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
- 12. Potential sources of pollutants:
 - The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

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.

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- 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: 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. 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 notlude 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 noles, 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:

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_____ 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		
Signed Typed or printed name ²	title	_, signature
(3) Signed Typed or printed nam	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:

	ne: Iress: Iress:		
Pho	one:		
The part of	BMP plan this subcor	ntractor is responsible to	implement is:
Kentucky F discharges discharged	Pollutant Discharge Eli , the BMP plan that ha as a result of storm e	imination 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 ied as part of this certification.
Signed		_title,	signature
Тур	ped or printed name ¹		signature
			erson who is the owner, a or the proprietor or a person

KPDES BMP Plan Page 14 of 14

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

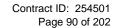
has been issued.

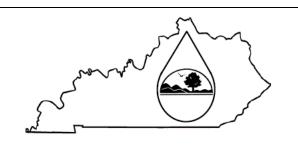
Item No.: 2-938.00 Christian County Highway Safety Improvement Project along KY 109 from MP 17.44 – 23.44

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: 476698

eForm Transaction ID: 3841b299-b023-4908-ad5b-308c3a602a29





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. (https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf)

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

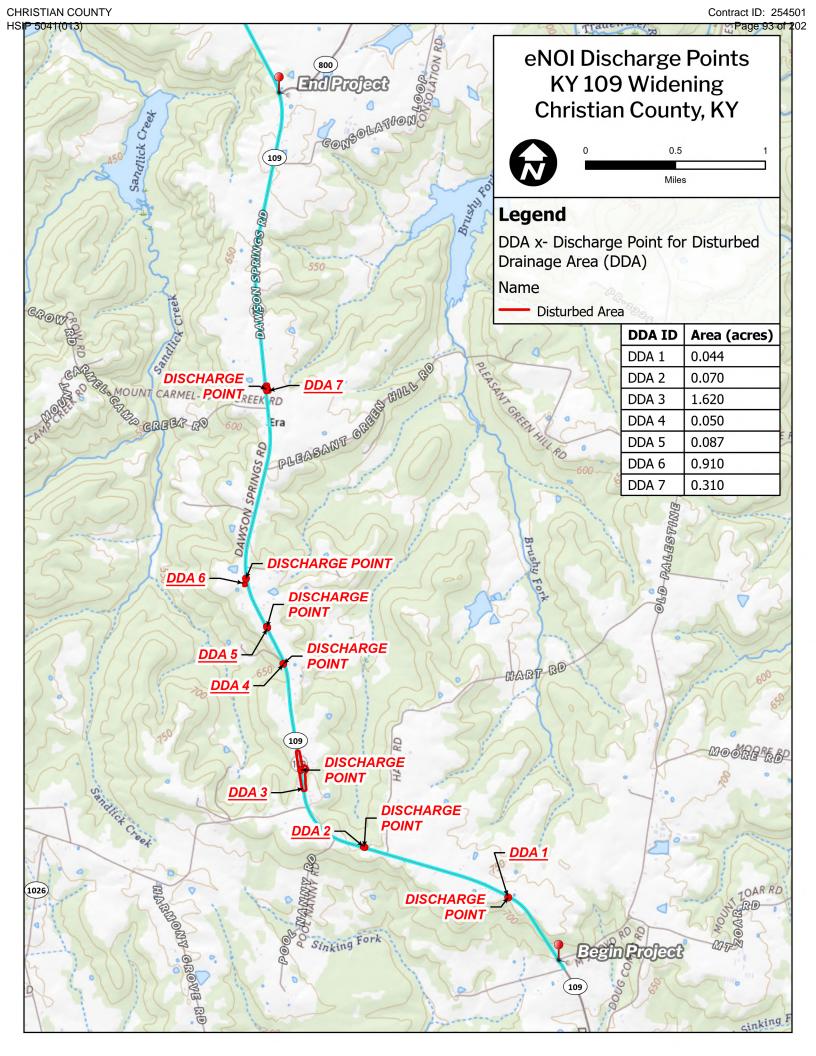
Reason for Submittal:(*)	Agency Inte	rest ID:			Permit Number:(√)			
~	Agency In	terest ID			KPDES Permit Number			
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓)								
ELIGIBILITY: Stormwater discharges associated with construction active construction activities that cumulatively equal one (1) acres	-	•	e (1) acre or mo	ore, including, ir	n the case of a	common plan c	of development, contiguous	
EXCLUSIONS: The following are excluded from coverage under this general to the following are excluded from coverage under this general to the following are excluded from coverage under this general that the coverage from the following following project that discharges to an Impaired Water listed developed.	n individual KP lan; permit would be	etter address the	e discharges fr	om that operation	on;			
SECTION I FACILITY OPERATOR INFORMATION (PE	RMITTEE)	T						
Company Name:(√) Kentucky Transportation Cabinet, District 2		First Name:(√)		M.I.:	Last Name:(Hendersor	,	
Mailing Address:(*)	City:(*)	l		State:(*)			Zip:(*)	
1840 N. Main Street	Madisonvi	lle		Kentucky		~	42431	
eMail Address:(*)			Business Phone:(*)		Alternate Phone:			
Deneatra.Henderson@ky.gov			270-824-7080 Phone					
SECTION II GENERAL SITE LOCATION INFORMATION	N							
Project Name:(*)	Project Name:(*) Status of Owner/Operator(*) SIC Code(*)							
KYTC Project: Item 2-938.00				State Government 1611 Highway and Street Co		way and Street Cons 🗸		
Company Name:(√)		First Name:((√) M.I.: Last Name:(√)		√)			
Kentucky Transportation Cabinet, District 2		Deneatra	MI Henderson		1			
Site Physical Address:(*) Dawson Springs Road (KY 109) from MP 17.44 to MP 2	23.44							
City:(*)			State:(*)			Zip:(*)		
Crofton			Kentucky ✓		~	42217		
County:(*)	Latitude(decimal degrees)(*)DMS to DD Converter Longitude ia/radio/dms-decimal)		de(decimal degrees)(*)		
Christian	37.004558		-87.58190		-87.58190	6		
SECTION III SPECIFIC SITE ACTIVITY INFORMATION	V 👰							
Project Description:(*)								
Highway Safety Improvement Project consisting of aspl	nalt paving, trei	nching earth sh	oulders and pa	ving with aspha	ilt, replacement	and/or extensi	on of various pipes, road:	
a. For single projects provide the following information								

Contract ID: 254501 Page 91 of 202

Total Number of Acres in Project	ot:(√)			Total Number of Acr	es Disturbed:(√)	
40.6				9.8		
Anticipated Start Date:(√)				Anticipated Completion Date:(√)		
h		f . II				
b. For common plans of dev	· · ·	lollowing information				
Total Number of Acres in Project	ot:(✓)			Total Number of Acr	es Disturbed:(√)	
# Acre(s)				# Acre(s)		
Number of individual lots in dev	velopment, if applicable	e:(√)		Number of lots in de	velopment:(\sqrt)	
# lot(s)				# lot(s)		
Total acreage of lots intended to	o be developed:(√)			Number of acres int	ended to be disturbed at any c	one time:(√)
Project Acres				Disturbed Acres		
Anticipated Start Date:(√)				Anticipated Complete	ion Date:(√)	
List Building Contractor(s) at th	a time of Application://	*\				
Company Name						——
SECTION IV IF THE PERMIT	TTED SITE DISCHAR	GES TO A WATER B	ODY THE FO	I I OWING INFORMA	TION IS REQUIRED 2	
	1125 0112 510017 110				TOTAL CONTEST OF	
Discharge Point(s): Unnamed Tributary?	Latitude	Longitude	Receiving	Water Name		
1 Yes	36.970403	-87.556663	Sinking F	ork	Delete	
2 Yes	36.974241	-87.571239	Brushy Fo		Delete	
3 Yes 4 Yes	36.980342 36.988861	-87.577746 -87.579726	Sandlick Sandlick		Delete Delete	
5 Yes	36.991785	-87.581433	Brushy Fo		Delete	
6 Yes	36.995704	-87.583653	Sandlick		Delete	
7 Yes	37.010984	-97.581964	Brushy Fo	Fork Delete		
4						
SECTION V IF THE PERMIT	TED SITE DISCHARO	SES TO A MS4 THE	FOLLOWING	INFORMATION IS RE	QUIRED 👰	
Name of MS4:						
						~
Date of application/notification	to the MS4 for constru	ction site permit cove	erage:	Discharge Point(s):(*)	
Date		•		Latitude	Longitude	T
				+		
SECTION VI WILL THE PRO	JECT REQUIRE CON	ISTRUCTION ACTIV	ITIES IN A W	ATER BODY OR THE	RIPARIAN ZONE?	
Will the project require construct (*)	ction activities in a wat	er body or the riparia	ın zone?:	Yes		~
If Yes, describe scope of activity	y: (√)			drainage pipe exte	ensions	
Is a Clean Water Act 404 permi	it required?:(*)			No		~

CHRISTIAN COUNTY HSIP 5041(013) Contract ID: 254501 Page 92 of 202

Is a Clean Water Act 401 Water Quality Certification required?:(*)		No			~
SECTION VII NOI PREPARER INFORMATION					
First Name:(*) First Name M.I.: Last Name Last Name	. ,		Company Name:(*) Company Name		
Mailing Address:(*) Mailing Address City:(*) City			State:(*)	~	Zip:(*)
eMail Address:(*) eMail Address		Business Phone	one:(*)	Alternate Ph	one:
SECTION VIII ATTACHMENTS					
Facility Location Map:(*)		Upload file]		
Supplemental Information:		Upload file			
SECTION IX CERTIFICATION					
I certify under penalty of law that this document and all attachments qualified personnel properly gather and evaluate the information sub- responsible for gathering the information submitted is, to the best of usubmitting false information, including the possibility of fine and impri	mitted. Based on my my knowledge and b	y inquiry of the pelief, true, acc	person or persons who mana	ge the system,	or those persons directly
Signature:(*)			Title:(*)		
Signature			Title		
First Name:(*) First Name	M.I.:		Last Name:(*) Last Name		
eMail Address:(*) eMail Address Phone	s Phone:(*)		Alternate Phone:		Signature Date:(*) Date
Click to Save Values for Future Retrieval Click to Submit to E	EEC				



Contract ID: 254501 Page 94 of 202

MATERIAL SUMMARY

CONTRACT ID: 254501 HSIP 5041(013) 0202401092501	CONTRACT ID: 254501	HSIP 5041(013)	0202401092501
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DAWSON SPRINGS ROAD (KY 109) FROM THE INTERSECTION OF KY 109 AND CR 1405 EXTENDING NORTH TO THE INTERSECTION OF KY 109 AND KY 800 WIDENING, A DISTANCE OF 6 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE	112.00	TON
0010	08000	CRUSHED AGGREGATE SIZE NO 23	200.00	TON
0015	00100	ASPHALT SEAL AGGREGATE	4.80	TON
0020	00103	ASPHALT SEAL COAT	.60	TON
0025	00212	CL2 ASPH BASE 1.00D PG64-22	4,634.00	TON
0030	02101	CEM CONC ENT PAVEMENT-8 IN	29.00	SQYD
0035	10020NS	FUEL ADJUSTMENT	7,213.00	DOLL
0040	10030NS	ASPHALT ADJUSTMENT	18,117.00	DOLL
0045	20748ED	SHOULDER MILLING/TRENCHING	14,753.00	SQYD
0050	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	6.30	TON
0055	02159	TEMP DITCH	15,840.00	LF
0060	02160	CLEAN TEMP DITCH	7,920.00	LF
0065	02230	EMBANKMENT IN PLACE	4,569.00	CUYD
0070	02483	CHANNEL LINING CLASS II	226.00	TON
0075	02562	TEMPORARY SIGNS	210.00	SQFT
0800	02602	FABRIC-GEOTEXTILE CLASS 1	193.00	SQYD
0085	02650	MAINTAIN & CONTROL TRAFFIC - CHRISTIAN KY 109 HSIP	1.00	LS
0090	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0095	02701	TEMP SILT FENCE	15,840.00	LF
0100	02703	SILT TRAP TYPE A	10.00	EACH
0105	02704	SILT TRAP TYPE B	10.00	EACH
0110	02705	SILT TRAP TYPE C	10.00	EACH
0115	02706	CLEAN SILT TRAP TYPE A	10.00	EACH
0120	02707	CLEAN SILT TRAP TYPE B	10.00	EACH
0125	02708	CLEAN SILT TRAP TYPE C	10.00	EACH
0130	02726	STAKING - CHRISTIAN KY 109 HSIP	1.00	LS
0135	05950	EROSION CONTROL BLANKET	20,111.00	SQYD
0140	05952	TEMP MULCH	31,657.00	SQYE
0145	05953	TEMP SEEDING AND PROTECTION	23,743.00	SQYE
0150	05963	INITIAL FERTILIZER	1.64	TON
0155	05964	MAINTENANCE FERTILIZER	2.74	TON
0160	05985	SEEDING AND PROTECTION	32,783.00	SQYD
0165	05992	AGRICULTURAL LIMESTONE	32.79	TON
0170	00440	ENTRANCE PIPE-15 IN	135.00	LF
0175	00441	ENTRANCE PIPE-18 IN	79.00	LF
0180	00462	CULVERT PIPE-18 IN	69.00	LF
0185	00464	CULVERT PIPE-24 IN	5.00	LF
0190	01310	REMOVE PIPE	242.00	LF
0195	01726	SAFETY BOX INLET-18 IN SDB-1	1.00	EACH
0200	01729	SAFETY BOX INLET-24 IN DBL SDB-5		EACH
0205	02625	REMOVE HEADWALL	7.00	
0210	21819NN	FITTINGS - (18" RCP TO PROPOSED 18" CULVERT PIPE)	6.00	EACH

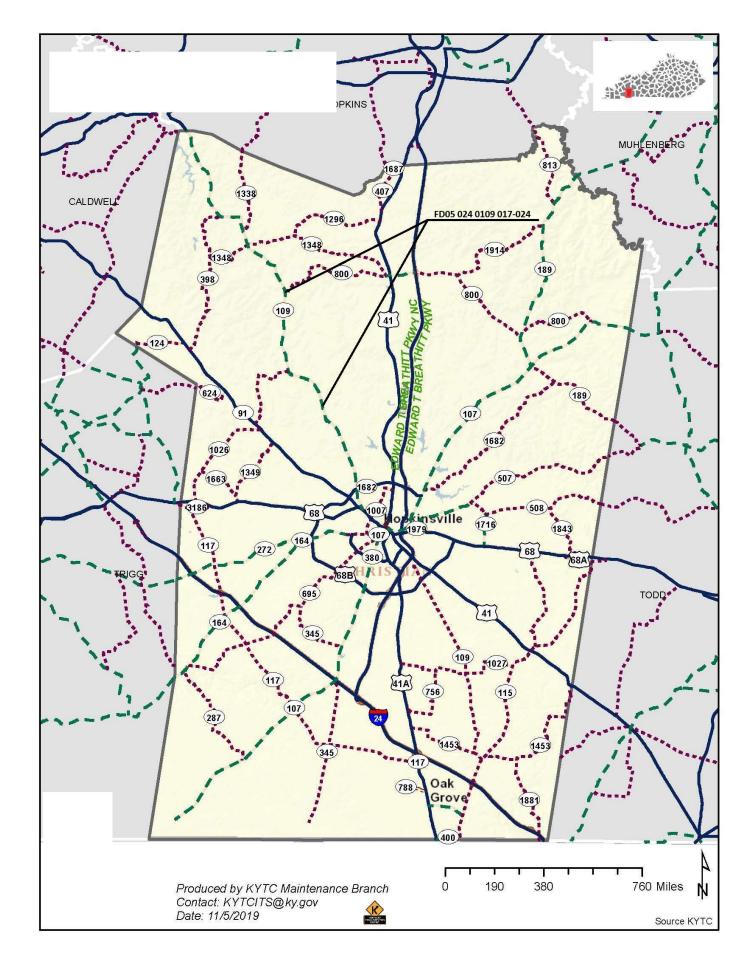
MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
		FITTINGS - (24" RCP TO PROPOSED 24" CULVERT		
0215	21819NN	PIPE)	1.00	EACH
0220	26131ED	SLOPED AND MITERED HEADWALL-18 IN	5.00	EACH
0225	06406	SBM ALUM SHEET SIGNS .080 IN	330.70	SQFT
0230	06407	SBM ALUM SHEET SIGNS .125 IN	107.90	SQFT
0235	06410	STEEL POST TYPE 1	975.00	LF
0240	06490	CLASS A CONCRETE FOR SIGNS	2.00	CUYD
0245	21134ND	REMOVE-STORE AND REINSTALL SIGN	1.00	EACH
0250	21373ND	REMOVE SIGN	49.00	EACH
0255	21596ND	GMSS TYPE D	8.00	EACH
0260	24631EC	BARCODE SIGN INVENTORY	135.00	EACH
0265	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 254501 HSIP 5041(013) MP02401092501

DAWSON SPRINGS ROAD (KY 109) BEGIN AT MJ BOYD ROAD EXTENDING NORTH TO KY 800 ASPHALT RESURFACING, A DISTANCE OF 5.75 MILES.

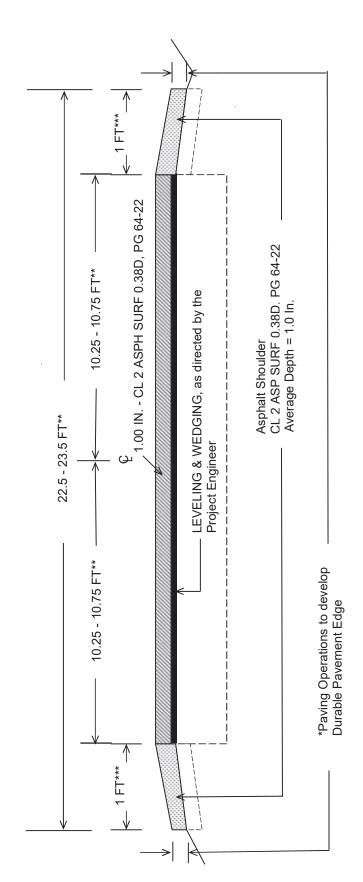
Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0270	00190	LEVELING & WEDGING PG64-22	795.00	TON
0275	00301	CL2 ASPH SURF 0.38D PG64-22	4,300.00	TON
0280	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	31.00	TON
0285	02562	TEMPORARY SIGNS	290.00	SQFT
0290	02650	MAINTAIN & CONTROL TRAFFIC - (CHRISTIAN KY 109 FD05)	1.00	LS
0295	02676	MOBILIZATION FOR MILL & TEXT - (CHRISTIAN KY 109 FD05)	1.00	LS
0300	02677	ASPHALT PAVE MILLING & TEXTURING	30.00	TON
0305	02697	EDGELINE RUMBLE STRIPS	61,000.00	LF
0310	06510	PAVE STRIPING-TEMP PAINT-4 IN	120,000.00	LF
0315	06515	PAVE STRIPING-PERM PAINT-6 IN	87,000.00	LF
0320	10020NS	FUEL ADJUSTMENT	6,693.00	DOLL
0325	10030NS	ASPHALT ADJUSTMENT	16,811.00	DOLL
0330	24785EC	FIBER REINFORCEMENT FOR HMA	4,300.00	TON
0335	26228EC	ELECTRONIC DELIVERY MGMT SYSTEM - (CHRISTIAN KY 109 FD05)	1.00	LS
0340	02569	DEMOBILIZATION	1.00	LS



Milling Summary FD05 024 0109 017-024

				Total	30
Milepoint	Comment	Length	Width	Avg Depth	Tons
17.693	Key-In	75	28	0.5	6.417
19.090	Ky 1026 Approach	15	180	0.5	8.250
21.030	Pleasant Greenhill	10	48	0.5	1.467
23.335	KY 800	50	35	0.5	5.347
23.336	Key-in	75	28	0.5	6.417
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0

Christian County
TYPICAL SECTION
FD05 024 0109 017-024
MP's 17.579 - 23.336



*Durable Pavement Edge

**Actual Dimensions May Vary Slightly From Typical Section

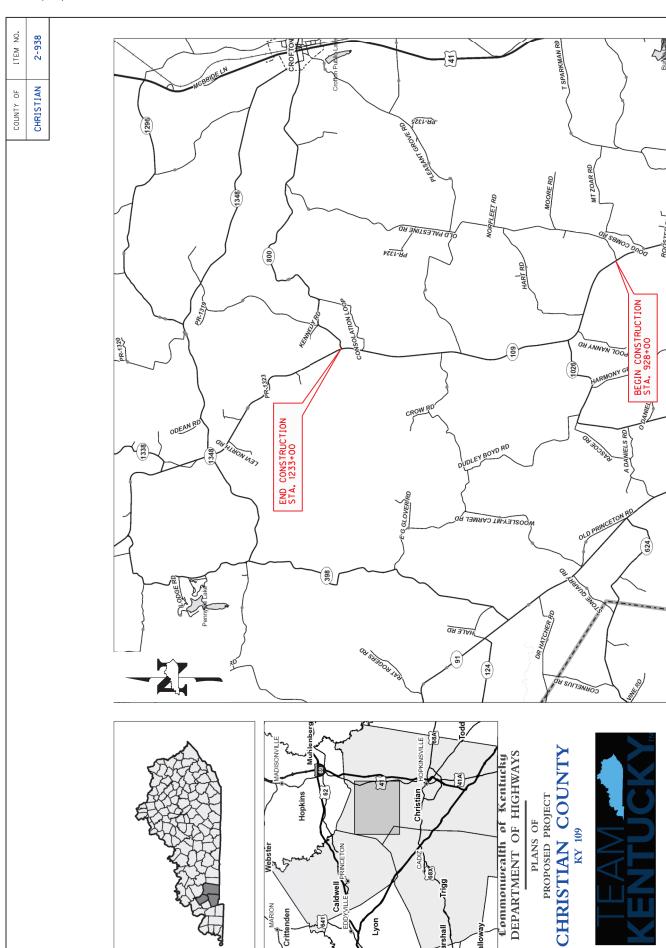
***Additional shoulder width will vary from HSIP project. Estimated at 1 FT for Project Length.

NOTE:

section. During construction, paving depth may vary slightly from the typical Asphalt Overlay is set up for 1.00" and should be constructed per the typical section and additional material may be required. Overlay Paving of the new shoulder width is to be placed monolithically with the driving lane.

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LAYOUT SHEET



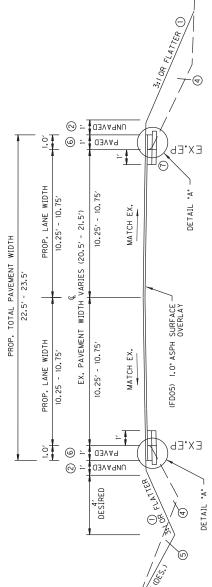
TYPICAL SECTIONS

00 ġ 2-938. ITEM CHRISTIAN COUNTY

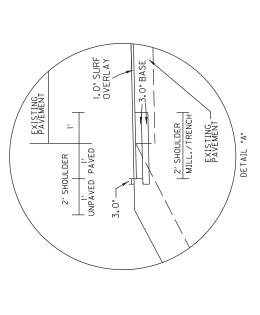
ASPHALT RESURFACE OVERLAY FD05 1' PAVEMENT WIDENING AND



Θ



STA. 964 + 30 TO STA. 1232 + 50 STA, 937 + 45 TO STA, 958 + 10



33-1 OR FLATTER IS DESIRABLE. LOCATIONS THAT ARE LIMITED OF ROHITOF-WAY. UTILITY POLES. TERRIES. FENCES. OR OTHER SENSITIVE OBSTRUCTIONS MAY REQUIRE EMBANKINI BUT ONLY OUT TO THE EDGE OF THE RIGHT-OF-MAY OR SENSITIVE OBSTRUCTION(S). (SLOPE MAY BE STEEPER THAN 33-1)

A I'PAVEMENT WIDENING AND EARTH SHOULDER FOR EACH SIDE IS DESSIRABLE BUT MAY HAVE TO BE ELIMINATED IN ORDER TO REMAIN ON RICHT-OF-WAY OR AVOID A SENSITIVE OBSTRUCTION.

⊗

FLATTEN DITCH BACKSLOPE WHEN POSSIBLE TO REMAIN
IN RIGHT-OF-WAY. IN ARRES WHERE THE BACKSLOPE MUST
REMAIN STEEP, THE ENDINEER MAY DETERMINE THAT
CHANNEL LINING NEEDS TO BE INSTALLED TO STABILIZE
THE BACKSLOPE.

⊚

COMPACTED EMBANNAENT, CONTAGOTOS SHALL PROPERLY BENCH INTO EXISTING SLOFE AND APPLY PROPER COMPACTION STORE AND APPLY PROPER COMPACTIONS (SEC. TOWACT MATERIAL ACCORDING TO STANDARD SPECIFICATIONS (SEC. TOWACT MATERIAL PANNENT WILL BE FAIN TOWACT OF EMBANENT IN SOUTHOR RUBE AND INCLUDE ALL WORK NECESSARY TO PERFORM WORK. SECTION STANDARD FOR THE SUITABLE FOR YOUR CETATION GROWTH: LOCATIONS THAT ARE LIMITED DUE TO RYW, UTILITY POLES, TREECS, OR OTHER SENSITIVE OBSTRUCTIONS MAY RECURRE EMBANKMENT BLOOMEY TO THE EDGE FOR MY OF STREET STANDARD STREET STREET STANDARD STREET STREET STANDARD STREET STREET STANDARD STREET STANDARD STREET STREET STANDARD STREET STREET STANDARD STREET STREET STREET STREET STANDARD STREET STR **a**

EXCAVATION TO ACHIEVE THE PROPOSED DITCHES IS TO BE PAID AS ROADWAY EXCAVATION. (2)

EDGELINE RUMBLE STRIPS (ELRS) TO BE INSTALLED FOLLOWING PROPOSED PAVEMENT WIDENING AND RESURFACE. @

PLACE ASPH BASE UP TO EXISTING PAVEMENT SURFACE. COMPACT ASPHATI BASE. TO CURE WINNIMUM OF 14 CALENDAR DAYS. ONCE ENGINER DETERMINES PAVEMENT WIDEN HAS SUFFICIENTLY STABILIZED, BEGIN ASPHALT RESURFACING OPPERATIONS. LEVEL AND WEDGE ANY SETTLEMENT OF THE REPAIR ARRAS (FODS). 0

☐ 1.0° DEPTH CLASS 2 ASPHALT SURFACE 0.380 PG 64-22 3.0° DEPTH CLASS 2 ASPHALT BASE 1.00D PG 3.0° DEPTH CLASS 2 ASPHALT BASE 1.00D PG PAVEMENT WIDENING AND RESURFACE FD05 1.0" SURFACE

WIDENING AND FDO5 RESURFACE TYPICAL SECTIONS KY 109

PAVEMENT

NOT TO SCALE

PAVEMENT WIDENING AND FDO5 RESURFACE

KY 109 TYPICAL SECTIONS

NOT TO SCALE

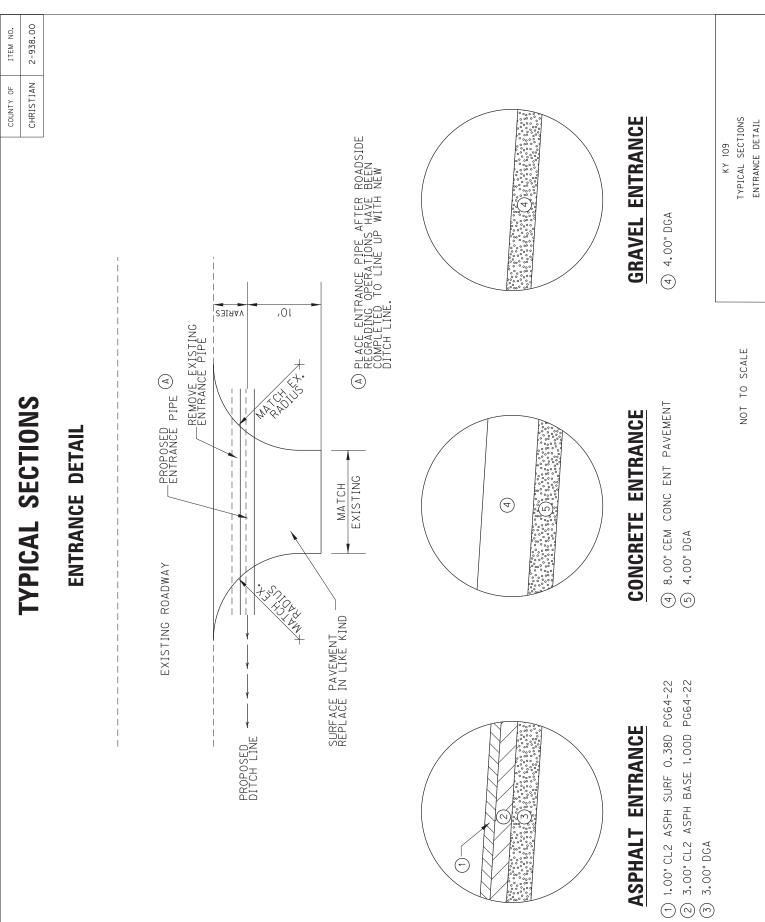
64-22 64-22

1,000 PC

3.0' DEPTH CLASS 2 ASPHALT BASE 3.0' DEPTH CLASS 2 ASPHALT BASE

6. BASE

COMPACTED EMBANKMENT. CONTRACTOR SHALL PROPERTY BENCH INTO EXISTING SLOPE AND APPLY PROPER COMPACTION. COMPACT MATERIAL ACCORDING TO STANDARD SPECIFICATIONS (SECT. 200.) FINAL PAYMENT WILL BE PAID AS CUYD OF ENBANKMENT IN PLACE AND INCLUDE ALL WORK NECESSARY TO PERFORM WORK. SHOULDER EMBANKMENT IN MATERIAL SHALL BE SUITABLE FOR VEGETATION MATERIAL LOCATIONS THAT ARE LIMITED DUE TO R/W, UTILITY POLES, TREES, FENCES, OR OTHER SENSITIVE OBSTRUCTIONS MAY REQUIRE REMANKMENT BUT ONLY OUT TO THE EDGE OF R/W OR SENSITIVE OBSTRUCTIONS). (SLOPE MAY BE STEEPER THAN 3:1) PLACE ASPH BASE UP TO EXISTING PAVEMENT SURFACE. COMMEACT ASPHALT BASE, ALLOW ASHALT BASE TO CURE MINIMUM OF 14 CALENDER DAYS. ONCE FROIDER DETERMINES PAVEMENT WIDEN HAS SUFFICIENTLY STABILIZED, BEGIN RESURFACING OPERATIONS, PRIOR TO ASPHALT OVERLAY, LEVEL AND WEDGE ANY ETTLEMENT OF THE REPAIR AREAS (FDOS). 3:10R FLATTER IS DESIRABLE. LOCATIONS THAT ARE LIMITED DUE TO RIGHT-OF-WAY. UTILITY POLES, TREES, FENCES, OR OTHER SENSITIVE OBSTRUCTIONS MAY REQUIRE EMBANKMENT BUT ONLY OUT TO THE EDGE OF THE RICHT-OF-WAY OR SENSITIVE OBSTRUCTION(S). (SLOPE MAY BE STEEPER HAN 3:1) 2-938.00 EDGELINE RUMBLE STRIPS (ELRS) TO BE INSTALLED FOLLOWING PROPOSED PAVEMENT WIDENING AND FDOS RESUBFACE REFER TO RUMBLE STRIP SUMMARY FOR LIMITS. ġ 上 1.0°DEPTH CLASS 2 ASPHALT SURFACE 0.38D PG 64-22 ITEM A I' PAVEMENT WIDENING AND EARTH SAOULDER FOR EACH SIDE (22 PAVEMENT WIDENING AND I' EARTH SHOULDER FOR ONE SIDE) IS DESIRABLE BUT EARTH SHOULDER MAY HAVE TO BE ELIMINATED IN ORDER TO REMAIN ON RIGH-OF-WAY OR AVOID A SENSITIVE OBSTRUCTION. EXCAVATION TO ACHIEVE THE PROPOSED DITCHES IS TO BE PAID AS ROADWAY EXCAVATION. CHRISTIAN Ы COUNTY PAVEMENT WIDENING AND RESURFACE Θ ⊘ (m) 4 (0) (9) FD05 1.0' SURFACE UNPAVED 3.0 3' SHOULDER 2' PAVED 2' SHOULDER MILL./TRENCH STA. 958 + 10 TO STA. 959 + 20 - TRANSITION FROM 1'WIDEN EACH SIDE TO 2'WIDEN ONE SIDE STA. 963+20 TO STA. 964+30 - TRANSITION FROM 2' WIDEN ONE SIDE TO 1' WIDEN EACH SIDE EXISTING PAVEMENT **LYPICAL SECTIONS** 1.0° SURF STA. 959 + 20 TO STA. 963 + 20 2 FEET WIDEN RIGHT SIDE 4 UNPAYED J BOYD TO BEGIN WIDEN) (5) <u>©</u>, PAVED EX°Eb <u>(</u>2) 93.X3 EXISTING LANE WIDTH VARIES PROP. LANE WIDTH (9) 10,25' - 11,25 MATCH EX. 10, 75′ DETAIL "B" 10,75 PROP. TOTAL PAVEMENT WIDTH FD05 RESURFACE ONLY TOTAL PAVEMENT WIDTH 22.5' ىلى. ò 1.0" OVERLAY ≥ Ë. 1.25" MILL AND INLAY EXISTING LANE WIDTH VARIES PROP. LANE WIDTH STA. 928 + 00 TO STA. 937 + 45 10,25' - 11,25 MATCH EX. 10, 75′ 10,75′ (J è 🕼 EX°Eb EX,EP



CHRISTIAN COUNTY - KY 109 MILEPOST 17.44 TO 23.44 ITEM NO. 2-938.00 GENERAL SUMMARY

SHEET 1 OF 2

ITEM NUMBER	ITEM	UNIT	QUANTITY
1	DGA BASE (1)(2)	TON	112
80	CRUSHED AGGREGATE SIZE NO 23	TON	200
100	ASPHALT SEAL AGGREGATE 2	TON	4.8
103	ASPHALT SEAL COAT 2	TON	0.6
212	CL2 ASPH BASE 1.00D PG64-22	TON	4,634
440	ENTRANCE PIPE-15 IN 4	LF	135
441	ENTRANCE PIPE-18 IN 4	LF	79
462	CULVERT PIPE-18 IN 3	LF	69
464	CULVERT PIPE-24 IN 3	LF	5
1310	REMOVE PIPE 3 4	LF	242
1726	SAFETY BOX INLET-18 IN SDB-1	EACH	1
1729	SAFETY BOX INLET-24 IN DBL SDB-5	EACH	1
2101	CEM CONC ENT PAVEMENT 8 IN 1	SQYD	29
2159	TEMPORARY DITCH	LF	15,840
2160	CLEAN TEMPORARY DITCH	LF	7,920
2230	EMBANKMENT IN PLACE 2	CU YD	5,661
2483	CHANNEL LINING CLASS II 23A	TON	226
2562	TEMPORARY SIGNS	SQFT	210
2569	DEMOBILIZATION	LS	1
2603	FABRIC-GEOTEXTILE CLASS 2	SQYD	193
2625	REMOVE HEADWALL 3	EACH	7
2650	MAINTAIN & CONTROL TRAFFIC (HSIP)	LS	1
2671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2

- 1 CARRIED OVER FROM THE PAVING SUMMARY
- (2) CARRIED OVER FROM THE ROADSIDE REGRADING SUMMARY
- 3 CARRIED OVER FROM THE PIPE DRAINAGE SUMMARY
- 4 CARRIED OVER FROM THE ENTRANCE PIPE SUMMARY
- $\bar{\mathbb{A}}$ INCLUDES 100 TONS TO BE USED AT THE DISCRETION OF THE ENGINEER
- (B) INCLUDES 200 TONS TO BE USED AT THE DISCRETION OF THE ENGINEER
- © MOT FOR HSIP CONSTRUCTION ACTIVITIES

CHRISTIAN COUNTY - KY 109 MILEPOST 17.44 TO 23.44 ITEM NO. 2-938.00 GENERAL SUMMARY

SHEET 2 OF 2

ITEM NUMBER	ITEM		UNIT	QUANTITY
2701	TEMPORARY SILT FENCE		LF	15,840
2703	SILT TRAP TYPE A		EACH	10
2704	SILT TRAP TYPE B		EACH	10
2705	SILT TRAP TYPE C		EACH	10
2706	CLEAN SILT TRAP TYPE A		EACH	10
2707	CLEAN SILT TRAP TYPE B		EACH	10
2708	CLEAN SILT TRAP TYPE C		EACH	10
2726	STAKING		LS	1
5950	EROSION CONTROL BLANKET		SQYD	20,111
5952	TEMPORARY MULCH		SQYD	31,657
5953	TEMP SEEDING AND PROTECTION		SQYD	23,743
5963	INITIAL FERTILIZER		TON	1.64
5964	MAINTENANCE FERTILIZER		TON	2.74
5985	SEEDING AND PROTECTION		SQYD	32,783
5992	AGRICULTURAL LIMESTONE		TON	32.79
6406	SBM ALUM SHEET SIGNS .080 IN	5	SQFT	330.7
6407	SBM ALUM SHEET SIGNS .125 IN	5	SQFT	96.5
6410	STEEL POST TYPE 1	5	LF	973
6490	CLASS A CONCRETE FOR SIGNS	5	CUYD	2
10020NS	FUEL ADJUSTMENT		DOLL	7,213
10030NS	ASPHALT ADJUSTMENT		DOLL	18,117
20748ED	SHOULDER MILLING/TRENCHING	1	SQYD	14,753
21134ND	REMOVE-STORE AND REINSTALL SIGN	5	EACH	1
21373ND	REMOVE SIGN	5	EACH	51
21596ND	GMSS TYPE D	5	EACH	8
21819NN	FITTINGS (18" RCP TO PROPOSED 18" CULVERT PIPE)	3	EACH	6
21819NN	FITTINGS (24" RCP TO PROPOSED 24" CULVERT PIPE)	3	EACH	1
24631EC	BARCODE SIGN INVENTORY	5	EACH	135
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	1	TON	6.3
26131ED	SLOPED AND MITERED HEADWALL-18 IN	3	EACH	5

- CARRIED OVER FROM THE PAVING SUMMARY
- 2 CARRIED OVER FROM THE ROADSIDE REGRADING SUMMARY
- 3 CARRIED OVER FROM THE PIPE DRAINAGE SUMMARY
- (5) CARRIED OVER FROM THE SIGN SUMMARY

CHRISTIAN COUNTY - KY 109 MILEPOST 17.44 TO 23.44 ITEM NO. 2-938.00 **PAVING SUMMARY**

	PAVING AREAS		PAVING QUANTITIES	
	ITEM	TOTAL	ITEM	TOTAL
PIPE EXTEN	SIONS (1)	SY	PIPE EXTENSIONS (1)	TON
6"	CL2 ASPH BASE 1.00D PG64-22	12	CL2 ASPH BASE 1.00D PG64-22	4.1
ASPHALT MA	ATERIAL FOR TACK NON-TRACKING	25	ASPHALT MATERIAL FOR TACK NON-TRACKING	0.01
ENTRANCE I	PAVING (2)	SY	ENTRANCE PAVING (2)	TON
3"	DGA BASE	248	DGA BASE	44
3"	CL2 ASPH BASE 1.00D PG64-22	178	CL2 ASPH BASE 1.00D PG64-22	29
1"	CL2 ASPH SURF 0.38D PG64-22	178	CL2 ASPH SURF 0.38D PG64-22 (3	10
ASPHALT MA	ATERIAL FOR TACK NON-TRACKING	178	ASPHALT MATERIAL FOR TACK NON-TRACKING	0.07
CEM CONC E	ENT PAVEMENT-8 IN	29		
1' WIDENING	i	SY	1' WIDENING	TON
3"	CL2 ASPH BASE 1.00D PG64-22	12,838	CL2 ASPH BASE 1.00D PG64-22	2,119
3"	CL2 ASPH BASE 1.00D PG64-22	14,443	CL2 ASPH BASE 1.00D PG64-22	2,384
SHOULDER I	MILLING AND TRENCHING	14,443		
ASPHALT MA	ATERIAL FOR TACK NON-TRACKING	14,443	ASPHALT MATERIAL FOR TACK NON-TRACKING	6.07
2' WIDENING	TO ONE SIDE	SY	2' WIDENING TO ONE SIDE	TON
3"	CL2 ASPH BASE 1.00D PG64-22	276	CL2 ASPH BASE 1.00D PG64-22	46
3"	CL2 ASPH BASE 1.00D PG64-22	310	CL2 ASPH BASE 1.00D PG64-22	52
SHOULDER I	MILLING AND TRENCHING	310		
ASPHALT MA	ATERIAL FOR TACK NON-TRACKING	310	ASPHALT MATERIAL FOR TACK NON-TRACKING	0.13
		PAVI	NG SUMMARY	
CODE	ITEM		UNITS	PROJECT TOTAL
1	DGA BASE		TON	44
212	CL2 ASPH BASE 1.00D PG64-22		TON	4,634
2101	CEM CONC ENT PAVEMENT-8 IN		SQYD	29
20748ED	SHOULDER MILLING AND TRENCHING		SQYD	14,753
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING		TON	6.3

All asphalt mixtures shall be estimated at 110 lbs. per SQ. YD. per inch of depth unless noted otherwise

DGA Base shall be estimated at 115 lbs. per SQ. YD. per inch of depth

- Carried over from Pipe Drainage Summary
 Carried over from Entrance Pipe and Entrance Paving Summary
 Line items carried over to FD05 Resurfacing Project

CHRISTIAN COUNTY - KY 109 MILEPOST 17.44 TO 23.44 **ITEM NO. 2-938** PIPE DRAINAGE SUMMARY

	CUI	LVERT P	IPE			MI	SCELLA		1		3	REMARKS
STATION NUMBER MILE POINT	CULVERT PIPE-18 IN	CULVERT PIPE-24 IN	REMOVE PIPE	CHANNEL LINING CLASS II	SAFETY BOX INLET-18 INCH SDB-1	SAFETY BOX INLET-24 IN DBL SDB-5	REMOVE HEADWALL	SLOPED AND MITERED HEADWALL-18 IN	FITTINGS (18" RCP TO PROPOSED 18" CULVERT PIPE)	FITTINGS (24" RCP TO PROPOSED 24" CULVERT PIPE)	CL2 ASPH BASE 1.00D PG64- 22	See Pipe Paving Detail Sheet
ITEM CODE	462	464	1310	2483	1726	1729	2625	26131ED	21819NN	21819NN	212	
UNIT TO BID		LF		TON		E	ACH		EACH	EACH	TON	
951+51 MP 18.02	14		4				1	1	1		0.59	
996+46 MP 18.87	14		4				1	1	1		0.59	DO NOT DISTURB UNDERGROUND FIBER OPTIC
1029+07 MP 19.49		5	4			1	1			1	0.59	DO NOT DISTURB UNDERGROUND FIBER OPTIC
1060+62 MP 20.09	16		4	10			1	1	1		0.59	
1072+38 MP 20.31	10		4				1	1	1		0.59	
1088+12 MP 20.61	6		4		1		1		1		0.59	
1144+49 MP 21.68	9		4				1	1	1		0.59	DO NOT DISTURB UNDERGROUND FIBER OPTIC
PROJECT TOTALS	69	5	28	10	1	1	7	5	6	1	4.13	PROJECT TOTALS

NOTES:

THE CONTRACTOR SHALL FIELD VERIFY TYPES AND DIMENSIONS PRIOR TO ORDERING.

FITTINGS HAVE BEEN INCLUDED FOR ALL PIPE EXTENSIONS.

1 2 3 SEE PIPE PAVING DETAIL FOR PAVING OPERATIONS.

CHRISTIAN COUNTY - KY 109 MILEPOST 17.44 TO 23.44 ITEM NO. 2-938.00 ENTRANCE PIPE AND ENTRANCE PAVING SUMMARY

				EN	NTRANCE PI	PE		ENTRANC	E PAVING		
STATION	MILE POINT	OFFSET	ENTRANCE PAVEMENT TYPE	ENTRANCE PIPE-15 IN	ENTRANCE PIPE-18 IN	REMOVE PIPE	DGA BASE	CL2 ASPH BASE 1.00D PG64-22	CL2 ASPH SURF 0.38D PG64-22	CEM CONC ENT PAVEMENT-8 IN	REMARKS
	ВІГ	TEM		440	441	1310	1	212	301	2101	
	U	INITS			LF			TON		SQYD	
975+05	18.47	RT	CONCRETE	27		27	6			29	
1002+25	18.98	LT	GRAVEL	18		18	5				
1004+34	19.02	LT	GRAVEL		15	15	2				
1005+30	19.04	LT	ASPHALT		38	38	8	7	3		Replace Entrance Pipe Due to 1' Pavement Widening and Roadside Regrading. Place Entrance Pipes after Roadside
1027+13	19.45	LT	ASPHALT	25		25	7	6	2		Regrading operations.
1042+65	19.75	LT	ASPHALT	27		27	5	5	2		
1135+45	21.50	LT	CONCRETE		26	26	4	4	1		
1138+87	21.57	LT	ASPHALT	38		38	7	7	2		
			TOTALS:	135	79	214	44	29	10	29	
NOTE											

NOTE:

THESE NUMBERS ARE FOR ESTIMATE PURPOSES ONLY. ACTUAL LOCATIONS AND QUANTITIES WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.

Contract ID: 254501 Page 108 of 202

Roadside Regrading Summary

* The "Figure References" noted below refer to the Figure number within the Roadside Regrading and Embankment Benching Detail Sheet that is the closest representation of the intended Roadside Regrading.

* The Estimated Volumes of Excavation and Embankment are provided for informational purposes ONLY. The Department gives no guarantee to the accuracy of the estimated volumes. The Bidder must draw his/her own conclusion. Payment will be based on the Estimated Volumes of Embankment. In Place per Sections 204 and 206.

Е	mbankmen	Embankment. In Place per Sections 204 and 206	r Sections 2	04 and 206.								=	Ξ	L	F	f	-	
		LOCATION	z			Estimated	Estimated	Roadside	Embankment	Target	Target	Ф		¥ ±		_	_	
n)	Approx.	Approx.	Approx.	Approx.	Length	Excavation	Embankment	Regrading	Benching	Fill Slope	Ditch		DGA		_			Remarks
Road	Station	BEGIN	END	END	€	(CU VD)	(CU YD)	Detail Sneet Figure Ref.*	Required?	or Ditton Foreslope	Backslope	(Yes/No)		Coat Aggregate (TON) (TON)	gate or cut slope? (Yes/No)	lope: Class II	s) (sq.vb)	
H	\vdash	17.576	933+00	17.670	200	0	54	Figure 2	No	3:1		No					H	
1	933+00	17.670	945+00	17.898	1,200	0	51	Figure 3	Yes	3:1		ο 2			oN :			Tie-down prior to backslope
\dashv	945+00	17.898	948+00	17.955	300	0	10	Figure 3	Yes	3:1	7	No -			No.			
Z Z	948+00	18.144	00+296	18.314	000 006	0	21	Figure 1	o N	6:1	T : C	0 N			ON ON			
	00+296	18.314	991+00	18.769	2,400	200	122	Figure 9	No	4:1	4:1	No			No			
	991+00	18.769	1000+00		006	0	50	Figure 1	No	3:1		No			No			
7	1000+00	18.939	1015+00		1,500	81	13	Figure 8	No	4:1	4:1	No :			N ₀			
	1015+00	19.223	1018+50		350	0	∞	Figure 1	No	4:1		No			S.			
	1018+50	19.290	1044+00		2,550	118	142	Figure 7	No	3:1	4:1	No			No			
7	1044+00	19.773	1048+00		400	13	23	Figure 8	No	3:1	4:1	No			No			
7	1048+00	19.848	1059+00		1,100	0	48	Figure 2	No	4:1		No			No			
T	1059+00	20.057	1072+00		1,300	0	150	Figure 3	No.	3:1		No			S.			Tie-down prior to backslope
	1072+00	20.303	1079+00		00/	0	269	Figure 2	ON :	4:1		oN :			ON :			
RT	1079+00	20.436	1091+00	20.663	1,200	89	233	Figure 8	No.	3:1	4:1	ON :			oN :			
+	1091+00	20.663	1096+00	20.758	500	113	3/	Figure 9	ON :	3:1	3:1	oN :			ON :			
T.	1096+00	20.758	1110+00	21.023	1,400	0	344	Figure 2	No	4:1		ON 2			ON Z			H
Ť	1110+00	21.023	1113+00	21.080	300	o ;	15	rigure 2	ON	3:1		ON E			ON			He-down prior to backslope
	1113+00	21.080	1120+00		700	19	107	Figure 8	NO	3:1	4:1	ON E			ON Z			
Z 5	1120+00	21.212	1135+00	21.496	1,500	o (120	Figure 3	NO No	3.5 : 1	7	ON S			ON Z			He-down prior to backslope
	1135+00	21.490	1177:00		3,200	750	735	rigure 8	No No	3:T	T: 4	ON ON			ON ON			
	1177.00	201.22	1102:00	72.197	300	0 0	37	rigure 1	NO NO	7 · · ·		ON ON			ON ON			
T.	1102100	757.25	1100+00	22.403	7,100	0 7	411	rigure 2	ON ON	3 · I	7.7	ON ON			ON ON			
t	1189+00	22.403	1232+00	22.32	4 300	£1 611	1 035	Figure 9	2 2	3.1	3 . 1	2 2			2 2			
	0010011	CTC:37	1222100	20.03	1,000	110	C.O.'+	1800	2	1.0	1.0	2			2			
5	928+00	17.576	939+20	17.794	1,150	0	88	Figure 3	o Z	3:1		o N			No			Flat slope for approx. 8-10' from edge of existing pavement, then steen sideslone at 2.1. Tie-down
5	939+50	17.794	943+00	17.860	350	0	65	Figure 5	No	3:1		Yes	14 0.	0.12 0.98	3 Yes - Fill Slope	Slope 24	39	prior to steep foreslope.
	943+00	17.860	945+00	17.898	200	0	15	Figure 3	o _N	3:1		No						NOTE: Sta. 939+50 to Sta. 943+00 includes section of channel lining where there is narrow flat slope.
LT	945+00	17.898	953+00	18.049	800	68	53	Figure 8	No	3:1	4:1	No			No			
LI	953+00	18.049	958+10	18.146	510	47	24	Figure 7	No	3:1	4:1	No			No			No roadside regrading in 2' widen to
L	964+30	18.263	04+086	18.570	1,620	150	75	Figure 7	No	3:1	4:1	No			No			right section Sta. 958+10 - Sta. 964+30
LT	980+50	18.570	983+00	18.617	250	0	21	Figure 1	No	5:1		No			No			
	983+00	18.617	984+50	18.646	150	0	33	Figure 5	No	2.5:1		Yes	9 0.	0.05 0.42	Yes - I	Slope 10	17	
5 5	984+50	18.646	996+00	18.864	1,150	240	47	Figure 9	No No	3:1	3:1	oN o			oN S			
	1018+00	19.280	1023+50	19.384	550	13	17	Figure 8	ON ON	4:1	3.1	No.			S S			
17	1023+50	19.384	1030+00	19.508	650	18	24	Figure 8	No	4:1		No			No			
LT :	1030+00	19.508	1033+00	19.564	300	0	15	Figure 5	No	2.5:1			12 0.	0.10 0.84	Yes -	Slope 20	34	
Ħ	1033+00	19.564	1036+00	19.621	300	8	8	Figure 9	No	4:1	4:1	No			No			
	1036+00	19.621	1038+00	19.659	200	0 ;	15	Figure 1	oN :	3:1		ο 2			oN :			
5!	1038+00	19.659	1052+50		1,450	13	46	Figure 9	oN :	3:1	4:1				oN :			
T	1052+50	19.934	1050+00	20.076	1 250	0 0	52	Figure 5	oN S	2.5:1		Yes	.0 62	0.25 2.09		Slope 50	84	
; <u> </u>	1072+50	20.070	1086+25		1,230	0 21	75	Figure 8	S S	4 . 1	4:1	ON ON			2 2			
1	1086+25	20.573	1091+00		475	4	6	Figure 7	N N	5:1	4:1	No			S S			
LT 1	1091+00	20.663	1099+00		800	0	15	Figure 1	No	4:1		No			No			
	1099+00	20.814	1114+70	21.112	1,570	331	233	Figure 8	No	3:1	3:1	No			No			
	1114+70	21.112	1115+50		08	0	4	Figure 2	No	4:1		No			No			
11	1115+50	21.127	1125+80	21.322	1,030	14	14	Figure 7	oN :	4:1	4:1	oN ;			ON :		,	
	1125+80	21.322	112/+50		1/0	0	74	Figure 5	No	2.5:1		Yes	7	0.06 0.48	7	Slope 12	19	

Roadside Regrading Summary

* The "Figure References" noted below refer to the Figure number within the Roadside Regrading and Embankment Benching Detail Sheet that is the closest representation of the intended Roadside Regrading.

** The Estimated Volumes of Excavation and Embankment are provided for informational purposes ONLY. The Department gives no guarantee to the accuracy of the estimated volumes. The Bidder must draw his/her own conclusion. Payment will be based on the Estimated Volumes of Embankment. In Place per Sections 204 and 206.

		-	2				to drop off										
			Nemarks				Tie-down prior to drop off										
	Geotex.	Fabric	Class 1	(SQ YD)													
	Channel		Class II	(TONS)													
	Channel Line	Ditch, Fill Slope	or Cut Slope?	(Yes/No)	No	ON	ON	ON	No	ON	ON	No	ON	ON	No	No	
	Asphalt	Seal	Aggregate	(TON)													
	Asphalt	Seal	Coat	(TON)													
		DGA	(TONS)														
	Include	DGA	Wedge?	(Yes/No)	No	No	No	No	No	No	No	No	No	No	No	No	
	Target	laiget	Dich	packsiope		3:1		3:1		4:1	3:1	4:1		3:1		4:1	
	Target	Fill Slope	or Ditch	Foreslope	4:1	3:1	4:1	3:1	3:1	4:1	3:1	4:1	3:1	3:1	3.5:1	4:1	
	‡uomque qm]	Ponching	Benching	Requireds	No	ON	ON	No	No	ON	ON	No	ON	ON	No	No	
	Roadside	Regrading	Detail Sheet	Figure Ref.*	Figure 1	Figure 9	Figure 2	Figure 9	Figure 3	Figure 8	Figure 9	Figure 7	Figure 2	Figure 9	Figure 1	Figure 8	
	Estimated	Embankment	Volume**	(cu vb)	2	29	14	24	70	32	74	22	2	06	82	7	CU YD
	Estimated	Excavation	Volume**	(CU YD)	0	29	0	11	0	97	30	22	0	24	0	7	CU YD
		Length	<u>(F</u>		320	3,600	100	925	475	200	800	950	150	1,025	575	800	Ή
74 dila 200.		Approx.	END	Milepoint	21.420	22.102	22.121	22.296	22.386	22.519	22.670	22.850	22.879	23.073	23.182	23.333	
i sections zi	N	Approx.	END	Station	1131+00	1167+00	1168+00	1177+25	1182+00	1189+00	1197+00	1206+50	1208+00	1218+25	1224+00	1232+00	
it. III Pidce p.	LOCATION	Approx.	BEGIN	Milepoint	21.354	21.420	22.102	22.121	22.296	22.386	22.519	22.670	22.850	22.879	23.073	23.182	
cimpankment, in Place per Sections 204 and 200		Approx.	BEGIN	Station	1127+50	1131+00	1167+00	1168+00	1177+25	1182+00	1189+00	1197+00	1206+50	1208+00	1218+25	1224+00	
		Side	þ	Road	LT	H	П	LT	LT	П	П	LT	П	П	П	П	

Summary of Items
Asphalt Seal Coat 0.6
alt Seal Aggregate 4.8

5,661

3,078

60,180

Estimated Totals:

CU YD

5,661

DGA Wedge Width is 1' and DGA Wedge Depth is 6 inches. NOTE

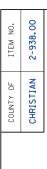
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Page

	В		(EACH)	1			1	1		1	1	1	Η,	٦,	1	1	1	1 1		1	1	1	1	1	1	1 1	1	1 7	1 1	1	1	1 1	1		1 1	1	1	1 1	- L	1 1	1	1	1	1
	TOTAL	Sign Post	Lengtn (LF)	8.9	0.00	22.7	8.0	8.0	12.8	8.0	8.0	8.0	12.8	0	8.0	8.0	22.7	8.0	16.5	10.3		6	10.3	8.0	8.0	0.8	22.7	9.3	8.0	8.0	8.0	8.0	8.0	8.0	5	9.7	8.0	8.0	10.1		8.0	8.0	10.0)
	2-1/4"	Stiffener Req'd	to post)																																									
	Estimated	2-1/2"	(ft)																																									
	stimated	Length of 2" Post	(ft)	8.9	8.0	11.3	8.0	8.0	12.8	8.0	8.0	8.0	12.8	0	8.0	8.0	11.3	8.0	8. 8.	10.3		6	10.3	8.0	8.0	0.8	11.3	9.3	8.0	8.0	0.8	8.0	8.0	8.0	8	9.7	8.0	8.0	10.1		8.0	8.0	10.0	-
-		# of Sign	POSTS	1		7	1	1	1	1	1	1	1	,	1 -	1	2		2 2	1		,	-	1	1	1 -	2			1	7		1		,	н	1	1	1	1	1	1 -		
-		Bracing Req'd							_										Yes													\perp								\dashv			Ļ	
		Installation Type		Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Soil	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate		-	stnd w/ soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate		Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate		Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate
	SBM Alum	Signs	(SQ FT)			5.56											5.56		4.67								5.56												6.25	2.25				
KY 109	SBM Alum	Signs	(SQ FT)	1.88	0.50	000	0.50	0.50	6.25	0.50	0.50	0.50	6.25	3.00	0.50	0.50		0.50		9.00	3.00	9.00	3.00	0.50	0.50	0.50		1.88	0.50	0.50	0.50	0.50	0.50	0.50	9.00	3.00	0.50	0.50	61.2		0.50	0.50	2.00	5.00
		Sheeting	ıype	×	× ×	×	×	×	≅ ₹	< ×	×	×	≂ :	₹ 5	< ×	×	×	× ×	₹ ₹	₹	₹	₹	₹	×	₹ :	× ×	×	× 5	< ×	×	× >	× ×	×	× ×	×	= =	×	× 5	< ×	₹ ₹	×	× ×	₹	≂
ounty	SHEETING	pu	Color	Green	Yellow	Yellow	Yellow	Yellow	FL Yellow	Yellow	Yellow	Yellow	FL Yellow	rr reliow	Yellow	Yellow	Yellow	Yellow	Brown	Red	Green	Red	Green	Yellow	Yellow	Yellow	Yellow	Green	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Red	Green	Yellow	Yellow	White	Yellow	Yellow	Yellow	White	White
Christian County	S	Text/ B	Color	White	n/a	Black	n/a	n/a	Black	n/a	n/a	H	Black	t	n/a	n/a	Black	n/a	White	White	White	White	White	n/a	n/a	n/a n/a	Black	White	n/a	n/a	n/a	n/a	n/a	n/a	White	White	n/a	n/a	Black	n/a	n/a	n/a n/a	Black	Black
	1010	Sign Dimensions	(m x m)	10 × 27	6 × 12 6 × 12	48× 48 × 36	6 x 12	6 x 12	30 × 30	6 x 12	6 x 12	6 x 12	30 × 30	30 × 24	10 × 2/ 6 × 12	6 × 12	48× 48 ×36	6 x 12 6 x 13	×	36 × 36	36 x 12	36 x 36	36 × 12	6 x 12	×	6 × 12 6 × 12	48 x 48 x 36	10 × 27	6 × 12	6 x 12	6 x 12	6 x 12	×	6 x 12 6 x 17	×	36 x 12	6 x 12		21 × 12	30 × 30 18 × 18	6 x 12	6 x 12 6 x 12	24 × 12	30 × 24
Sign Summary		Sign Text / D		20		48			75					45			48		1.8 Brushy Fork Creek Gallery and Arrow	ANT	PLEASANT GREEN HILL RD	EL -					48	22								CONSOLATION			KV 800				Ħ	KY 109
		Sign Description		Mile Marker (2 digit)	Object Marker Type 2	No Passing Zone	Object Marker Type 2	Object Marker Type 2	Right Curve	Object Marker Type 2	Object Marker Type 2	Object Marker Type 2	Left Curve	AX MIPH (Advisory speed)	Object Marker Type 2	Object Marker Type 2	No Passing Zone	Object Marker Type 2	Destination and Distance (2 lines)	Stop	Street Name	Stop	Street Name	Object Marker Type 2	Object Marker Type 2	Object Marker Type 2 Object Marker Type 2	No Passing Zone	Mile Marker (2 digit)	Object Marker Type 2	Stop	Street Name	Object Marker Type 2	Object Marker Type 2	State Route Sign (3 or 4 digit)	Object Marker Type 2	Object Marker Type 2	Object Marker Type 2	South	State Route Sign (3 or 4 digit)					
=		MUTCD		D10-2	OM2-2V	W14-3	OM2-2V	OM2-2V	W1-2R	OM2-2V	OM2-2V	OM2-2V	W1-2L	W13-1P	D10-2	OM2-2V	W14-3	OM2-2V	D1-2a	R1-1	D3-1	R1-1	D3-1	OM2-2V	OM2-2V	OM2-2V	W14-3	D10-2	OM2-2V	OM2-2V	0M2-2V	OM2-2V	OM2-2V	OM2-2V	R1-1	D3-1	OM2-2V	OM2-2V	M1-5a	OM2-2V	OM2-2V	OM2-2V	M3-3	M1-5a
		Facing Traffic	Traveling	NB	SB	NB	SB	NB	NB NB	SB	NB	NB	SB	SB	SB	NB	NB	SB	R R	WB		1	9	SB	NB	SB	SB	NB S	NB	SB	NB CD	SB	NB	SB	2	WB	SB	NB NB	N N	NB	SB	SB	SB	SB
		Approx. Mile			20.088		-	20.310	20.417	20.609	20.608	20.686	20.901	30000	21.017			21.125		21.232			21.566	-	21.603	21.676	-	21.923	_		22.392	_	22.358	22.855	2		-	23.098	23.182			23.271		_
	SIGN LOCATION	Approx	Station	1052+05	1060+65	1070+62	1072+42	1072+36	1078+00	1088+16	1088+08	1092+22	1103+55	1104.02	1109+72	1109+65	1112+77	1115+40	1118+26	1121+05		1	1138+/0	1140+58	1140+64	1144+53	1149+70	1157+52	1180+28	1182+37	1182+30	1190+60	1180+50	1206+72		1213+33	1219+58	1219+55	1224+03		1224+10	1228+/1	1229+98	
	SIGN	Approx	(£t)	15	14	14	14	14	15	15	14	15	15	36	15	14	14	15	1 41	39		i	*	15	14	15	14	14	14	14	14	14	14	14		25	Н	14	14	i	14	14	14	i
	-	side of	Road	\dashv		+	Н	t RT	RT	-	H	H	-	Fa	\dagger	H	Н	L L		RT			<u>x</u>	H	+	# I	H	RT :	+	H	¥ :	\dagger	+	- L	\vdash	, RT	H	RT	R		+	H L	T	
		Assembly	2	839	S 2	\$42	S43	S44	S45	546	247	S48	849	CHO	S51	\$52	S53	S54	SS6	557			S61	S62	S63	S65	998	267	869	870	5/1	573 S73	S74	S75 S76	5	S77	878	829	280	1	\$81	282	S84	i

	Barcode	Sign Inv. (EACH)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1										
	TOTAL	Estimated Sign Post Length	ì					26.0					11.1	10.6						26.0						8.0	8.0	10.0		10.0										
		Stiffener Req'd (incdntl						Yes												Yes																				
		Length of S 2-1/2" Post (#)	t					13.0												13.0																				
	Estimated Es												11.1	10.6												8.0	8.0	10.0		10.0		nantity	dated	ced						
		# of Ler Sign 2'						2					1	_	+					2						1	1	_	+	1	į	Note: Remove sign quantity	to be used where updated	signs are to be piaced						
		Bracing Req'd						Yes												Yes												Note: Refl	to be use	signs						
		Installation Type						Type D					Stnd w/ Soil Plate	Stnd w/ Soil Plate						Туре D						Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate										
	SBM Alum	Sheet Signs 0.125 IN																														T.	EACH	CU YD	EACH			all cross		
	٤	Sheet Signs 0.080 IN	2.00	5.00	2.19	2.00	2.00	2.00	2.00	4.00	4.00	2.00	6.25	2.00	2.19	2.00	5.00	2.00	2.00	4.00	4.00	2.00	2.00	2.00	2.19	0.50	0.50	2.00	5.00	00.6		973	∞	2	51	5		er Type 2 at	pipes facing oncoming traffic	
S	SB	Sheeting Type 0	\vdash	×	×	×	×	×	×	×	×	×	×	×	≂ :	×	≂	×	×	₹	×	×	×	IX	IX	×	IX	×	×	×	Summary of Items	ype 1	ype D	Signs	e Sign	:0		oject Marke	acing onco	
nty	TING	Background Sh Color	hite	White	White	White	White	White	White	Blue	Blue & Red	Blue	Yellow	White	White	White	White	White	White	Blue & Red	Blue & Red	White	Blue	White	Blue	Yellow	Yellow	White	White	Red	Summar	Steel Post - Type 1	GMSS Type D	Class A Concrete for Signs	Remove Sign			Note: install Object Marker Type 2 at all cross	pipes f	
Christian County	SHEETING		-											+	+	1	+	+			H							+	\dashv			5		Class A C				No		
Chris		Text/ Symbol Color	Blac	Black	Blac	Black	Black	Black	Black	White	White	White	Black	Black	Black	Black	4	4	Black	White	White	Black	Black	Black	White	n/a	n/a	Black	Black	White							_		1	П
		Sign Dimensions (in x in)	24 × 12	30 × 24	21 x 15	24 × 12	30 x 24	24 × 12	24 × 12	24 × 24	24 × 24	24 × 12	30 x 30	30 x 24	21 × 15	24 × 12	30 × 24	24 × 12	24 × 12	24 × 24	24 × 24	24 × 12	24 × 12	30 x 24	21 x 15	6 x 12	6 x 12	24 × 12	30 x 24	36 × 36		SQFI	SQFI	EACH	EACH			# of Sign	1	1
Sign Summary		Sign Text / Remarks		KY 109			KY 800			MODIFIED (PARKWAY)	69-1			KY 109			KY 800			MODIFIED (PARKWAY)	69-1			KY 109					KY 109			330.7	96.5	135	1	•	nstall Sign Assembly	STATION	1126+26 LT	Total
,		Sign Description	North	State Route Sign (3 or 4 digit)	Straight Arrow	East	State Route Sign (3 or 4 digit)	Right Arrow	To	Interstate Route Sign (2-digit)	Interstate Route Sign (2-digit)	Right Arrow	Double Arrow	State Route Sign (3 or 4 digit)	Horizontal Double Arrow	East	State Route Sign (3 or 4 digit)	Left Arrow	То	Interstate Route Sign (2-digit)	Interstate Route Sign (2-digit)	Left Arrow	South	State Route Sign (3 or 4 digit)	Straight Arrow	Object Marker Type 2	Object Marker Type 2	North	State Route Sign (3 or 4 digit)	Stop	Summary of Items	SBM Alum Sheet Signs 0.080 INCH	SBM Alum Sheet Signs 0.125 INCH	Barcode Sign Inventory	Remove, Store, and Reinstall		Remove Store, and Reinstall Sign Assembly	Assembly ID	859	
		MUTCD	M3-1	M1-5a	M6-3	M3-2	M1-5a	M6-1R	M4-5	M1-1	M1-1	M6-1R	W12-1	M1-5a	M6-4	M3-2	M1-5a	M6-1L	M4-5	M1-1	M1-1	M6-1L	M3-3	M1-5a	M6-3	OM2-2V	OM2-2V	M3-1	M1-5a	R1-1										
		Facing Traffic Traveling	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	WB	WB	WB	SB	SB	SB	SB	SB	SB	SB	SB	SB	SB	SB	NB	NB	NB	WB										
	•	Approx. Mile Point						23.326					23.333	23.334						23.336						23.342	23.341	23.352		23.339						_				
	SIGN LOCATION	Approx Station						1231+62					1232+00	1232+05						1232+15						1232+45	1232+40	1232+97		1232+28										
	SIGN	Approx Offset (ft)						22					14	14						14						14	14	14		41										
		Side of Road						RT					П	=	+					5						П	RT	H	+	R										
		Assembly ID						\$85					286	287	3					888						888	290	291		S92										

REFER TO THE GENERAL NOTES, SPECIAL NOTE FOR SIGNING, SPECIAL NOTE FOR SIGNAGE, SPECIAL NOTE FOR STAKING, SPECIAL NOTE FOR BARCODES ON PERMANENT SIGNS, STANDARD SIGNING DETAIL SHEETS, AND SIGNING PLAN SHEETS FOR MORE INFORMATION.

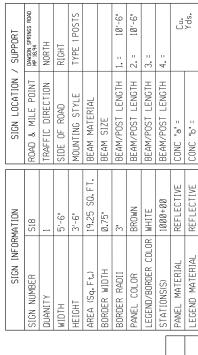
Note: Replace the post on all signs that are remove, store, and

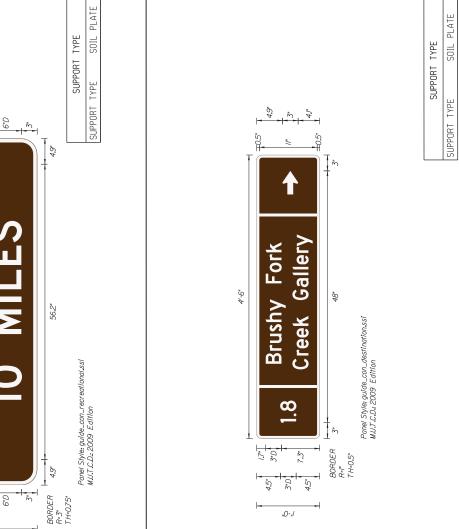


5,-6"

33″

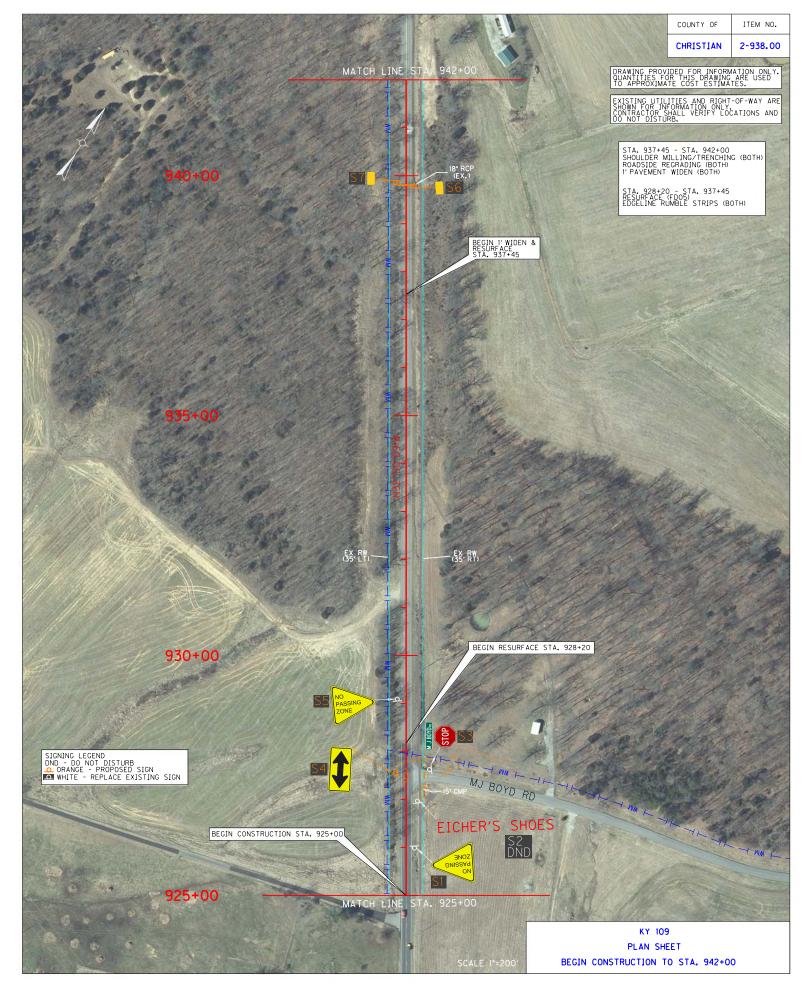
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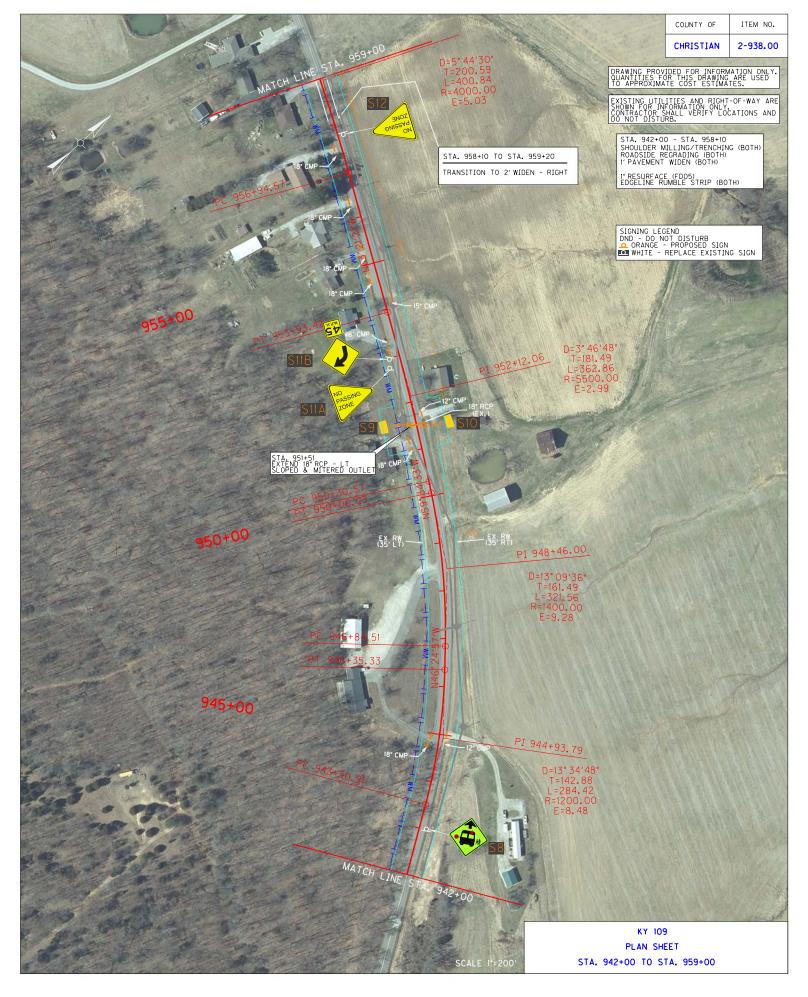


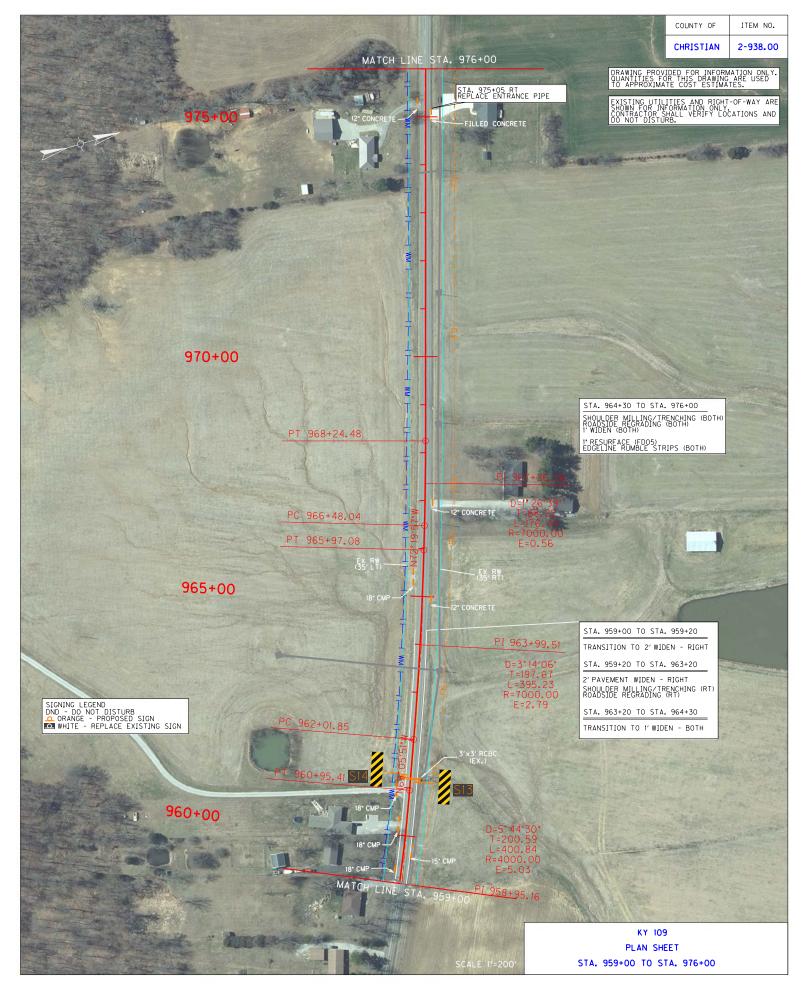


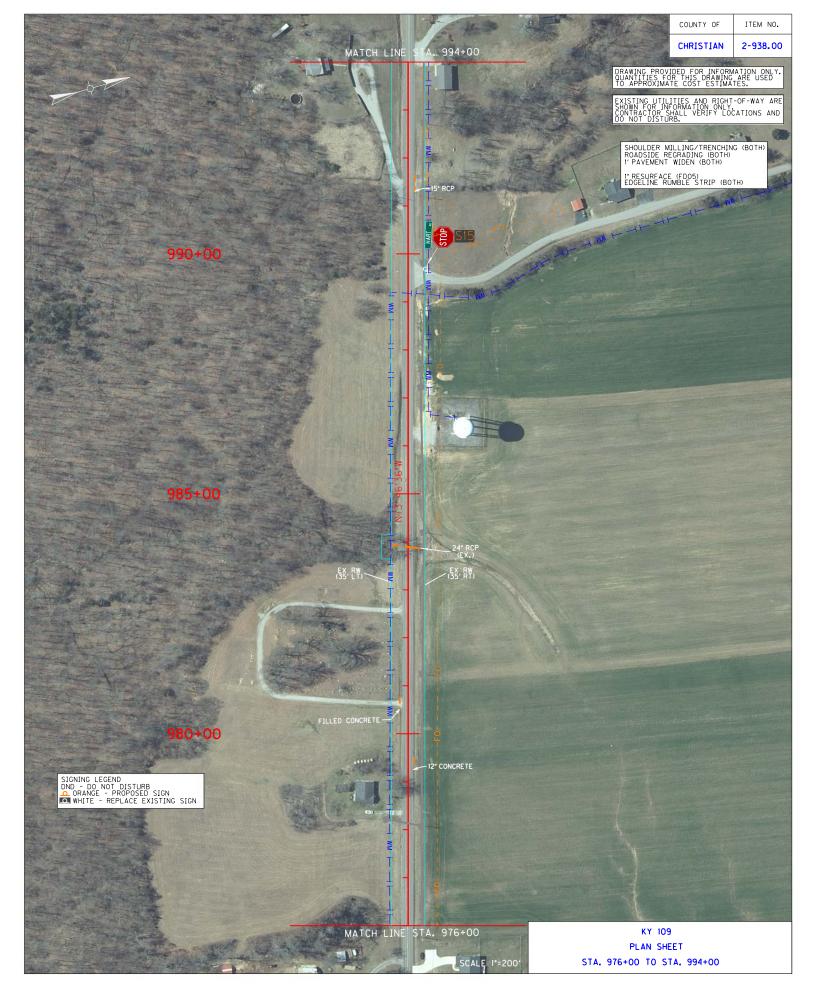
	SIGN INFORMATION	MATION	SIGN LOCATION / SUPPORT	SUPPORT
	SIGN NUMBER	S56	ROAD & MILE POINT	DAWSON SPRINGS ROAD MP 21.18
	DUANITY	1	TRAFFIC DIRECTION	EAST
	WIDTH	4'-6"	SIDE OF ROAD	RIGHT
	HEIGHT	1′-0"	MOUNTING STYLE	TYPE 1 POSTS
	AREA (Sq. Ft.)	4.67 SD.FT.	BEAM MATERIAL	
	BORDER WIDTH	"5"	BEAM SIZE	
	BORDER RADII	1"	BEAM/POST LENGTH	1, = 8'-4"
	PANEL COLOR	BROWN	BEAM/POST LENGTH	2, = 8'-4"
	LEGEND/BORDER COLOR WHITE	WHITE	BEAM/POST LENGTH	3, =
Г	STATIONS(S)	928	BEAM/POST LENGTH	4. =
	PANEL MATERIAL	REFLECTIVE	conc "a" =	Cu.
	LEGEND MATERIAL	REFLECTIVE	CONC "b" =	, Yds.
1				

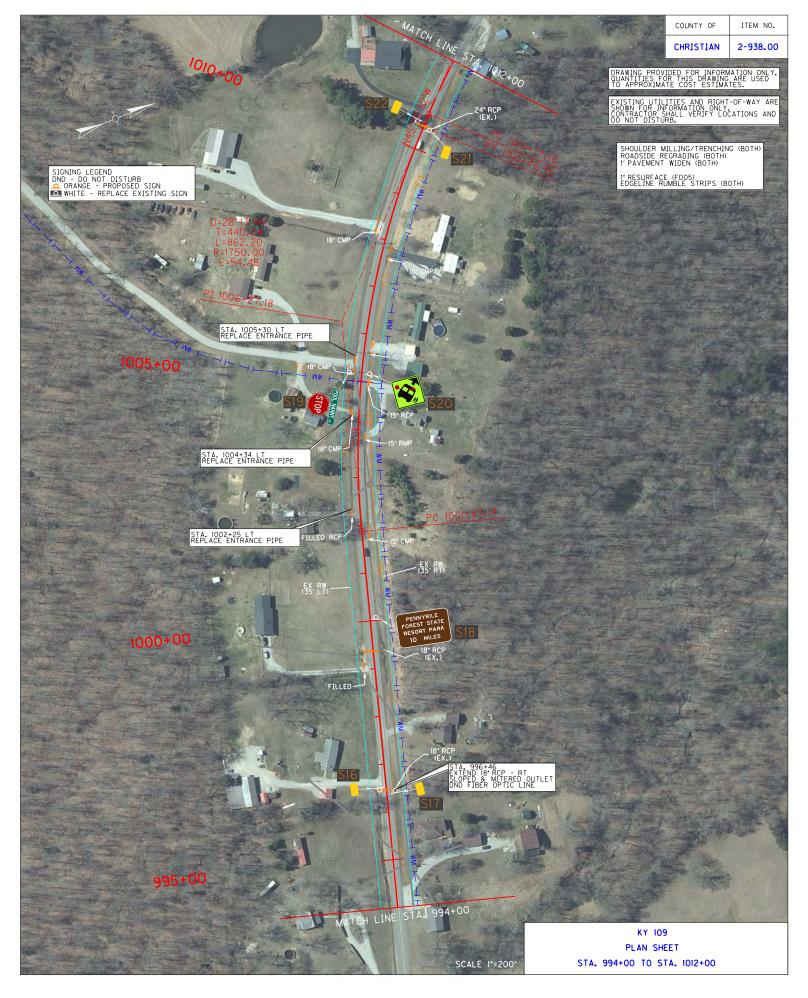
KY 109 SIGN DETAIL SHEET

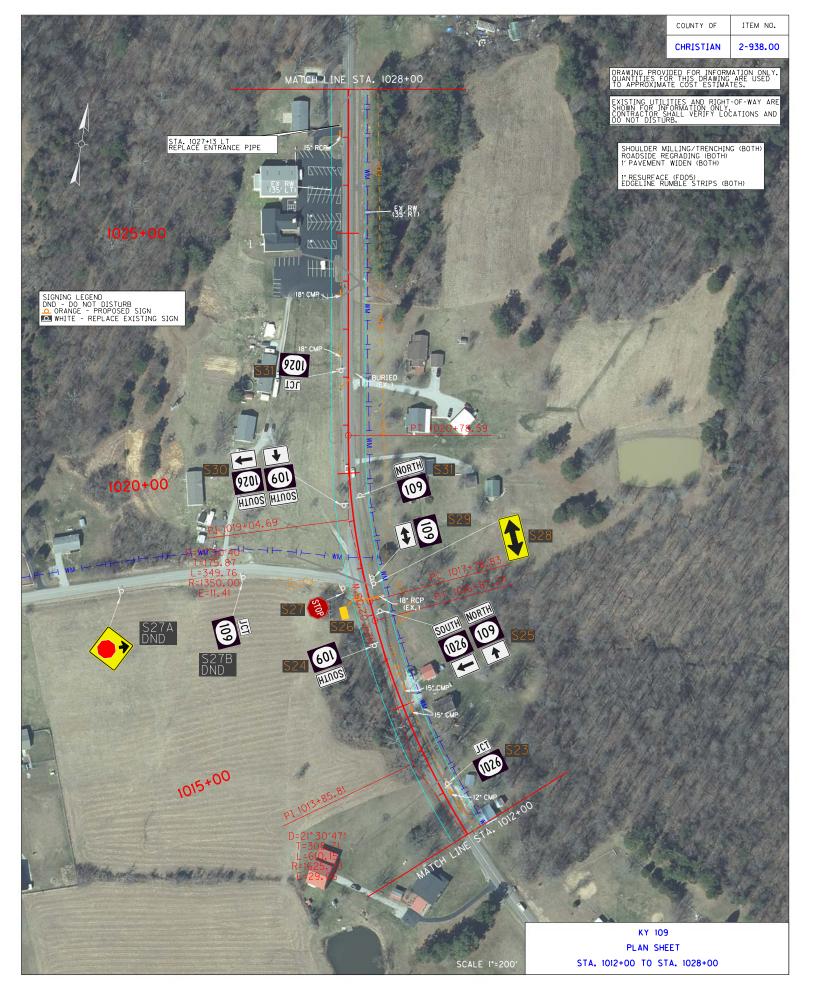


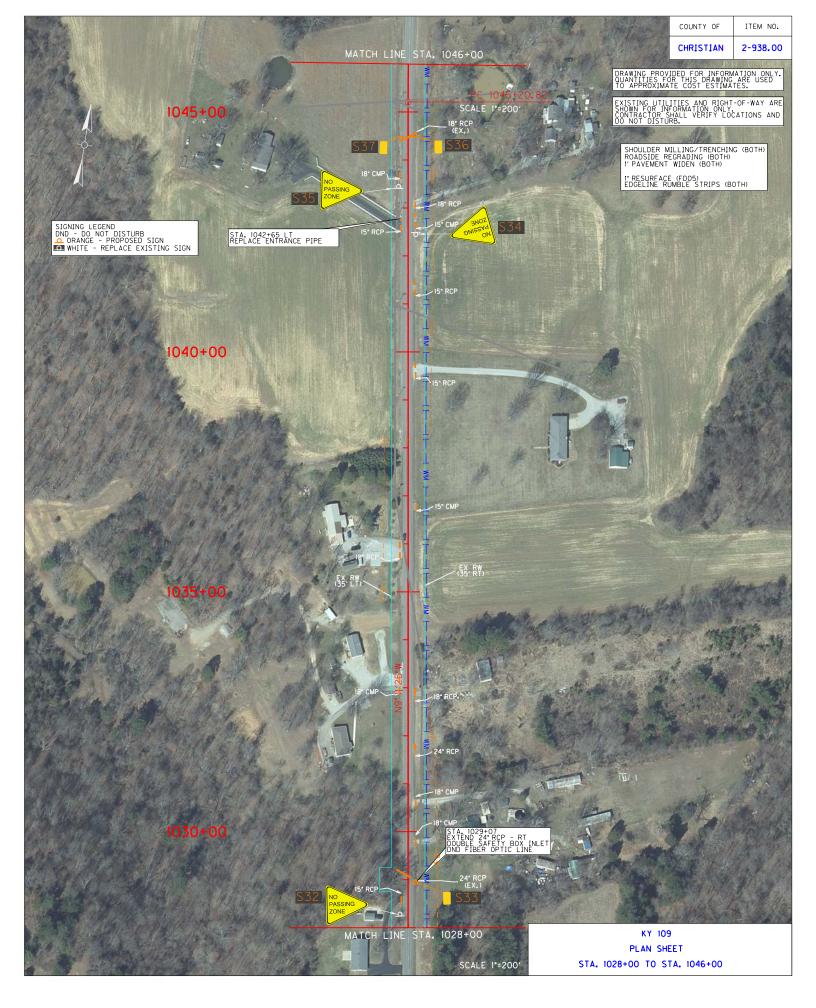


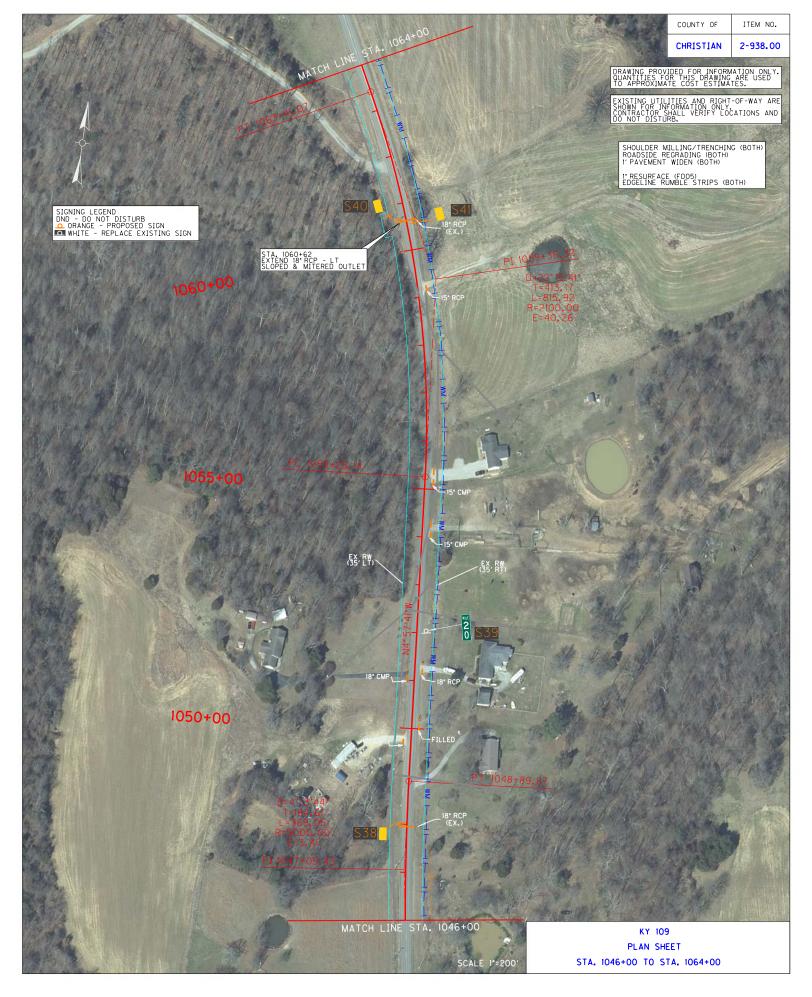


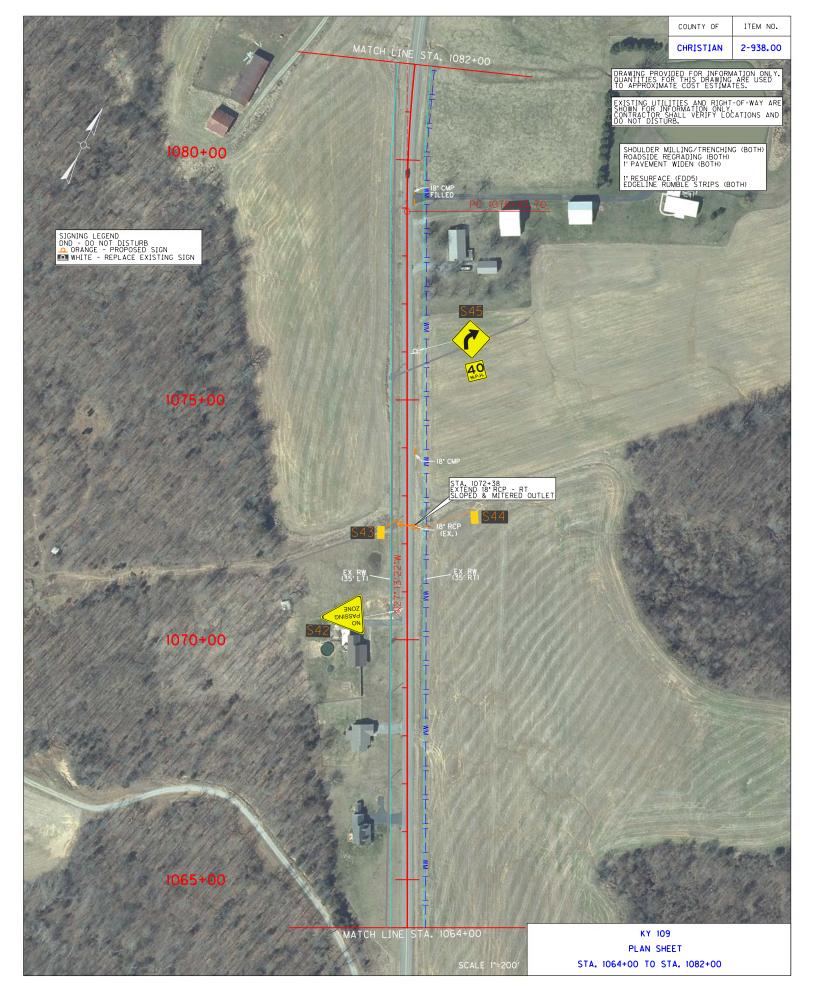


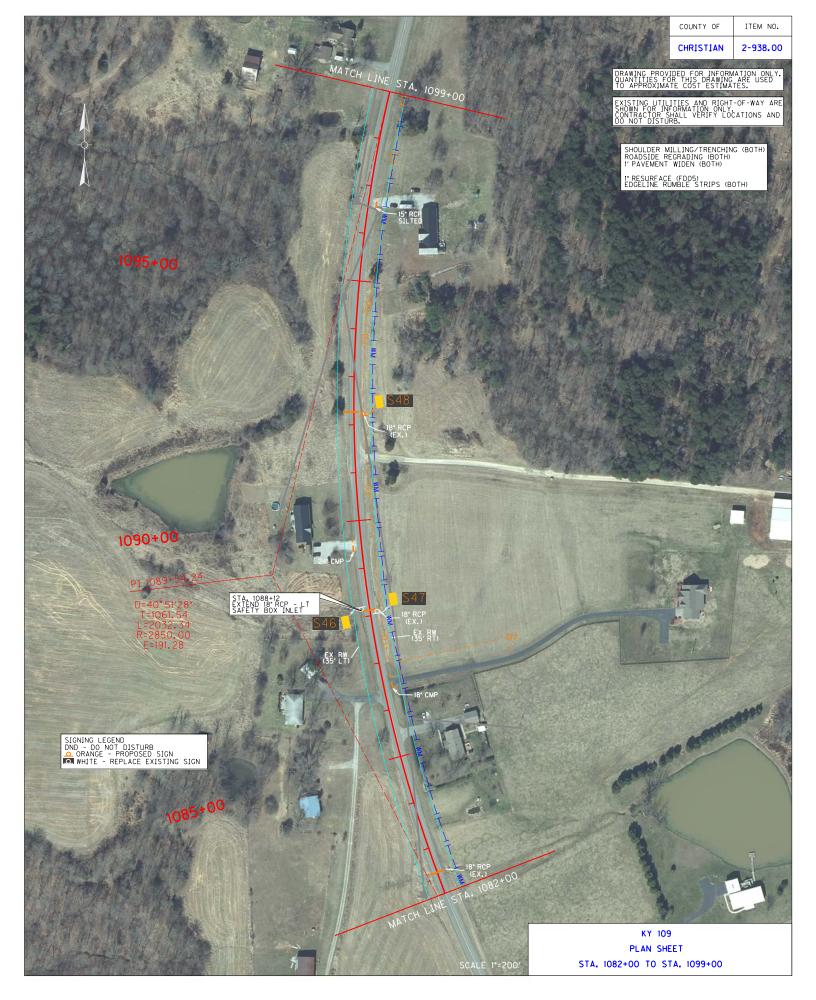


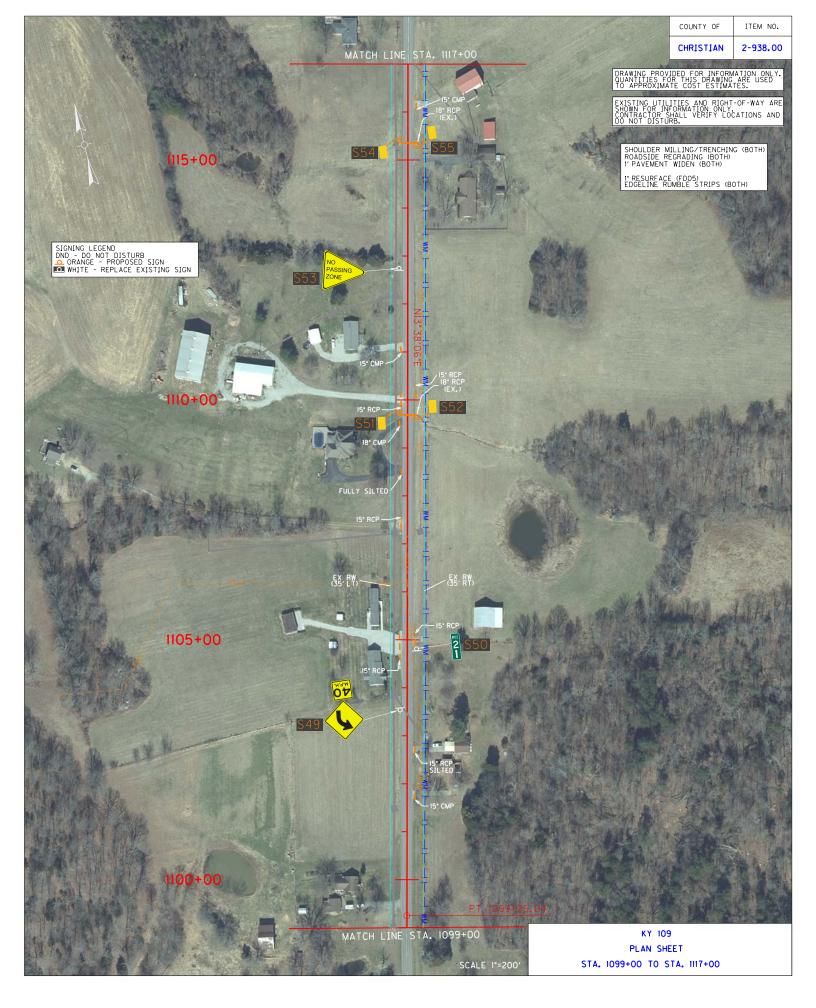


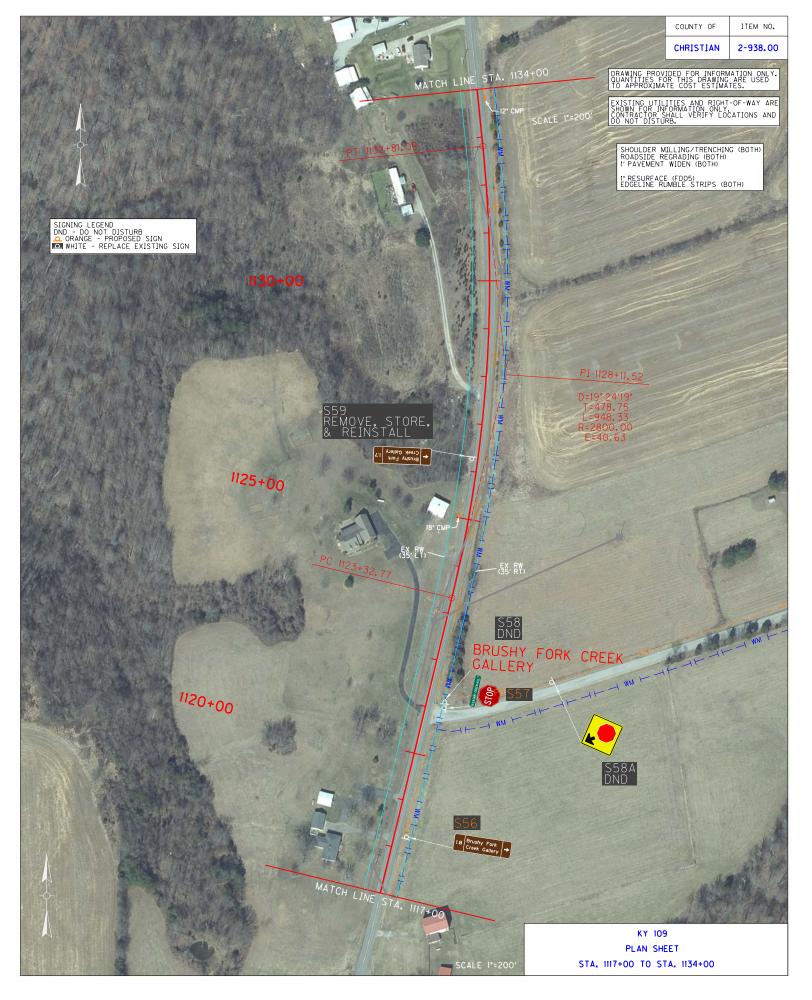


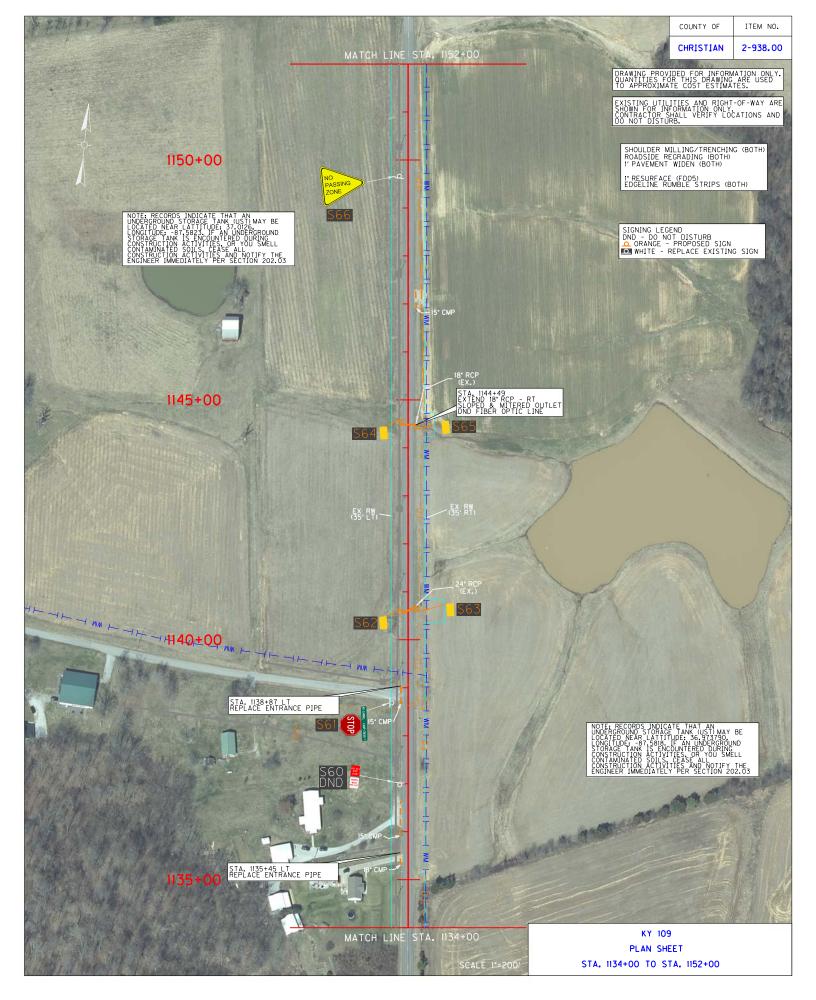


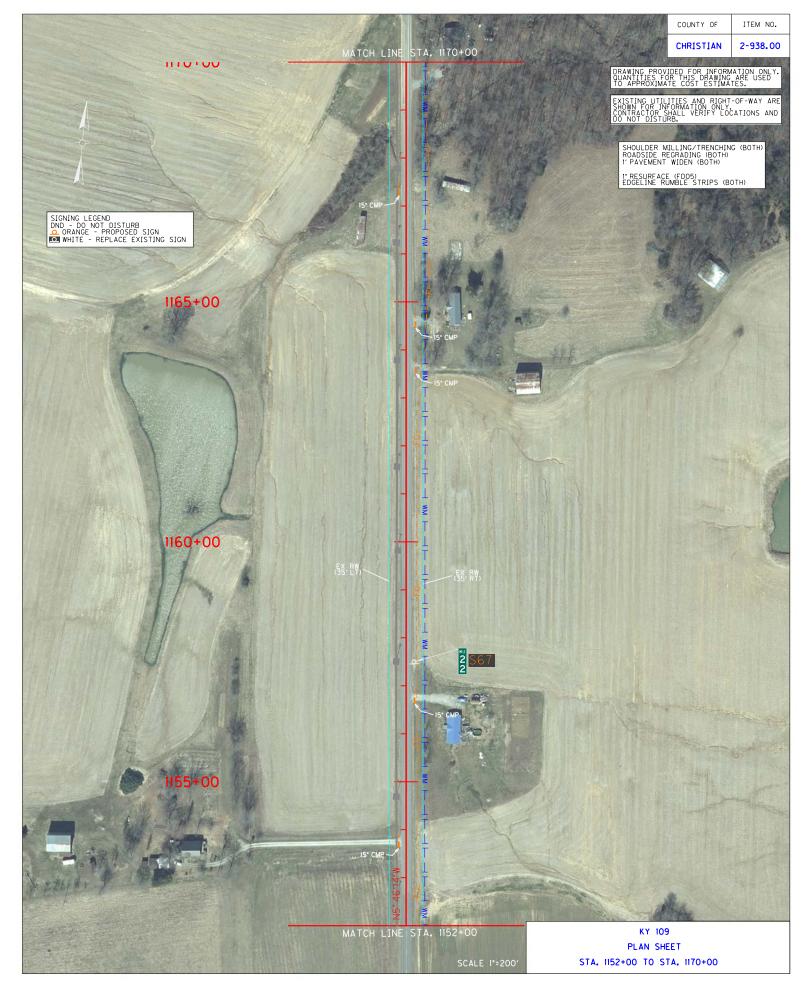


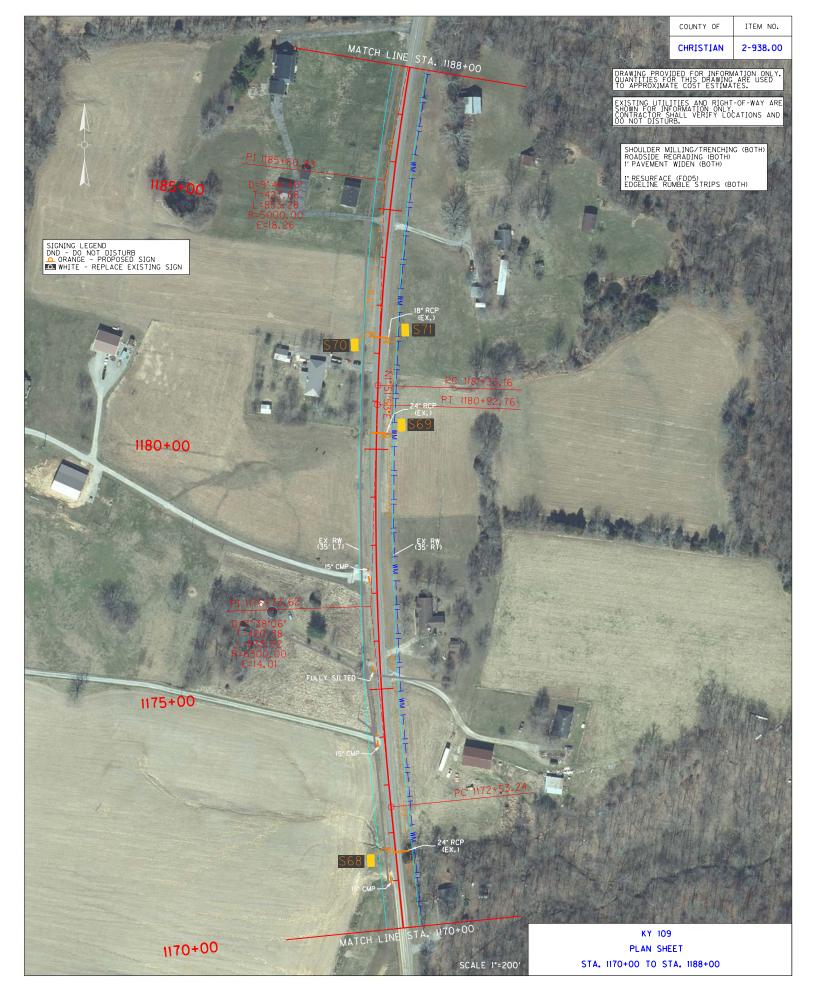


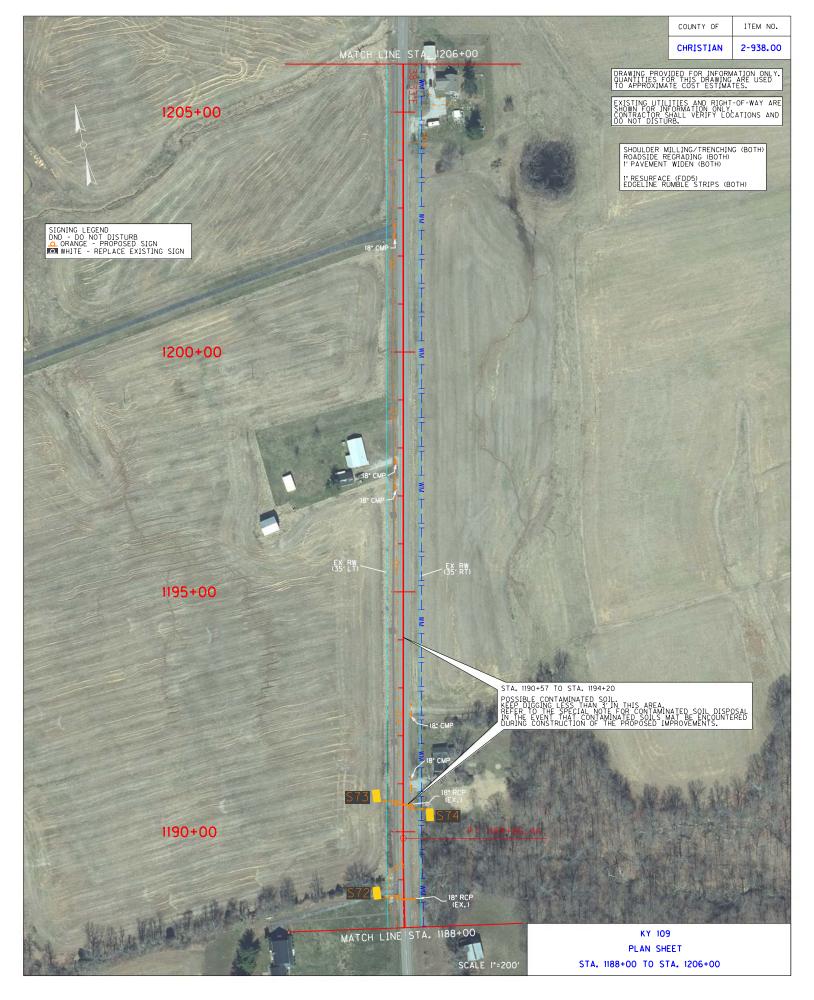


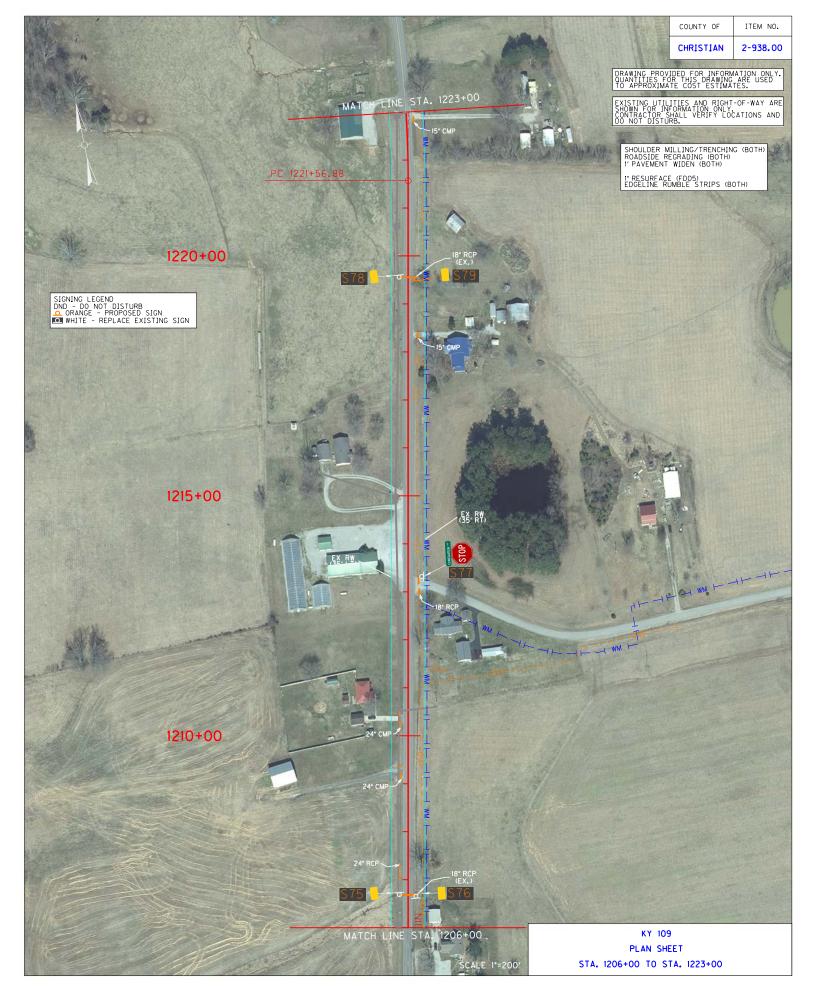


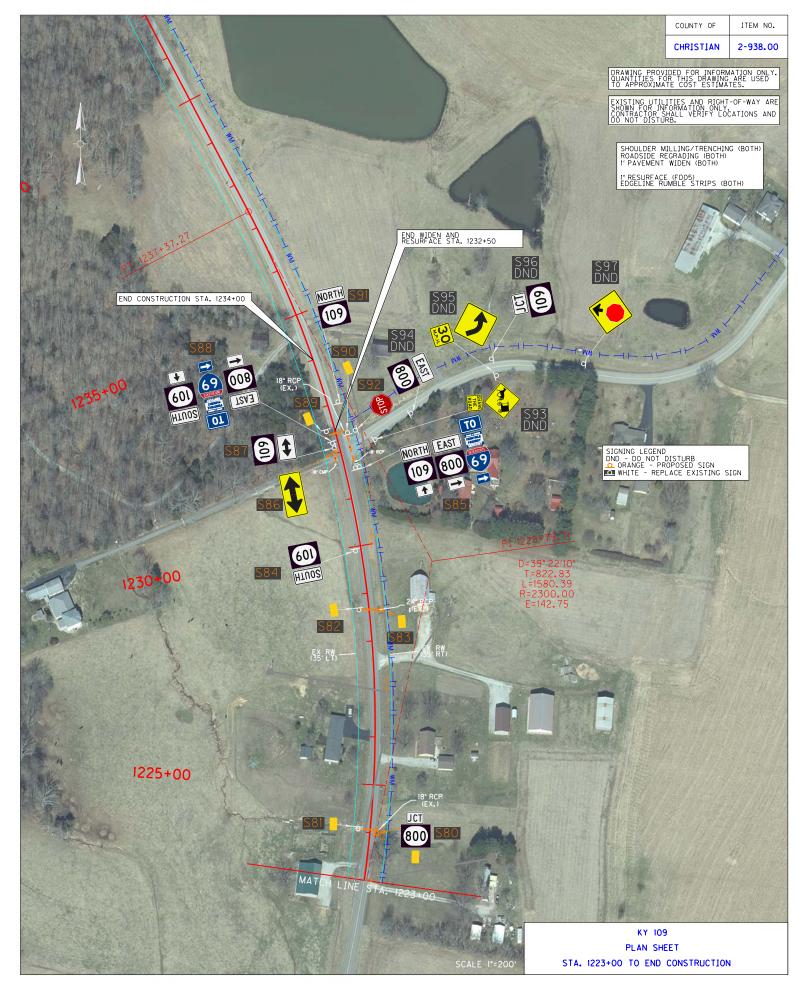


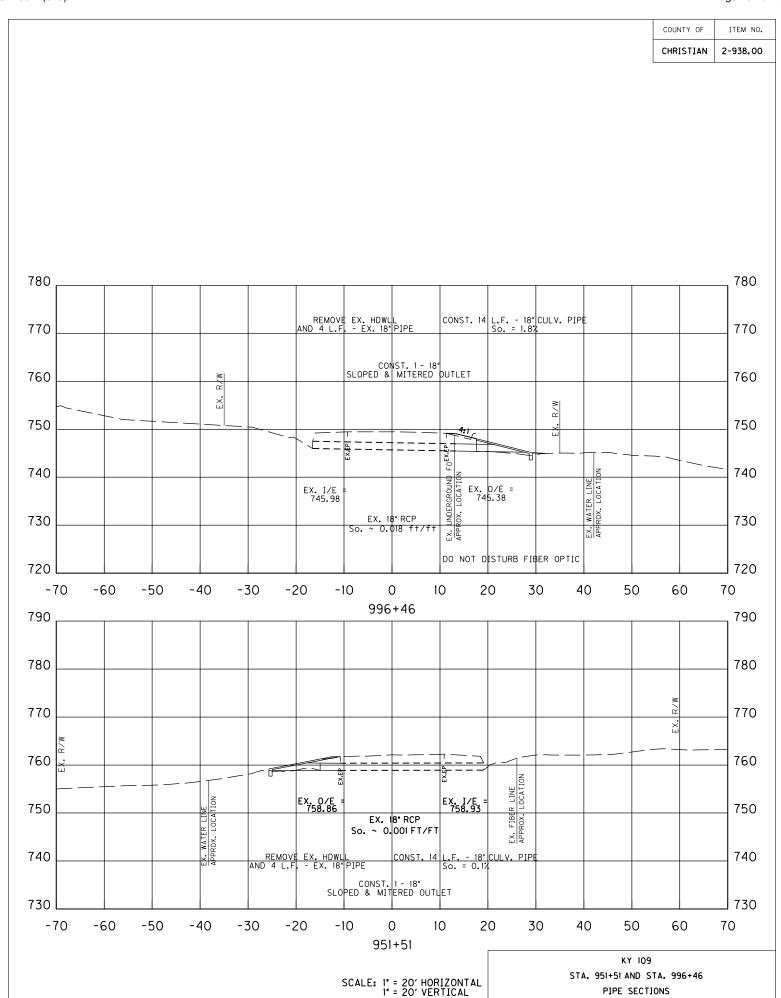




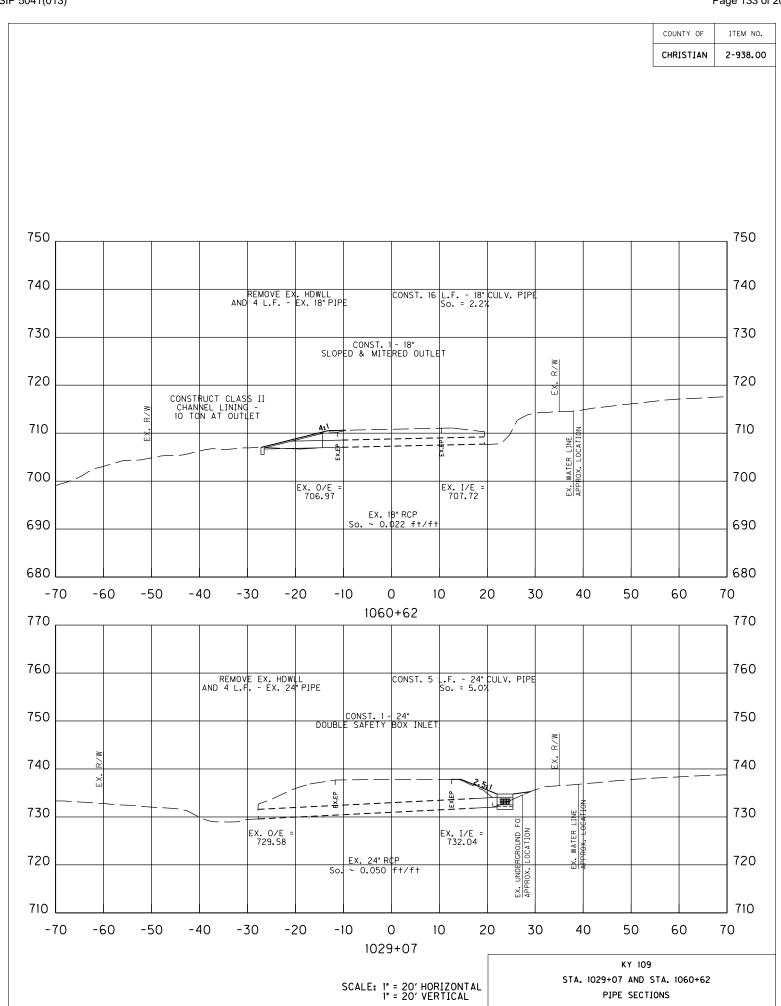




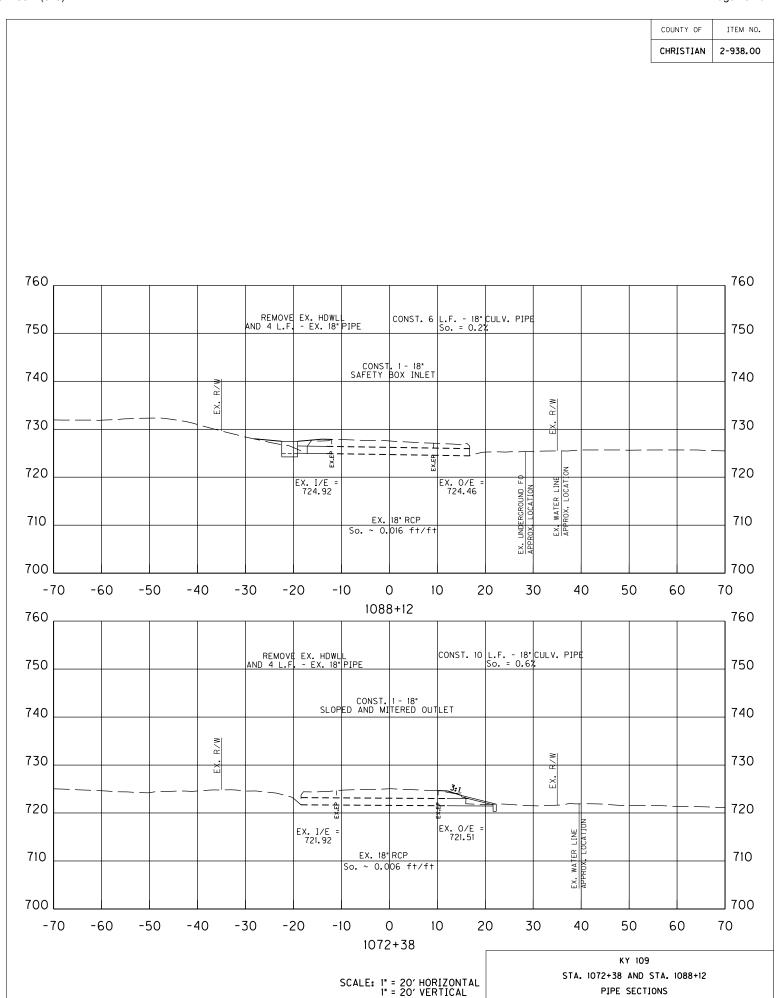




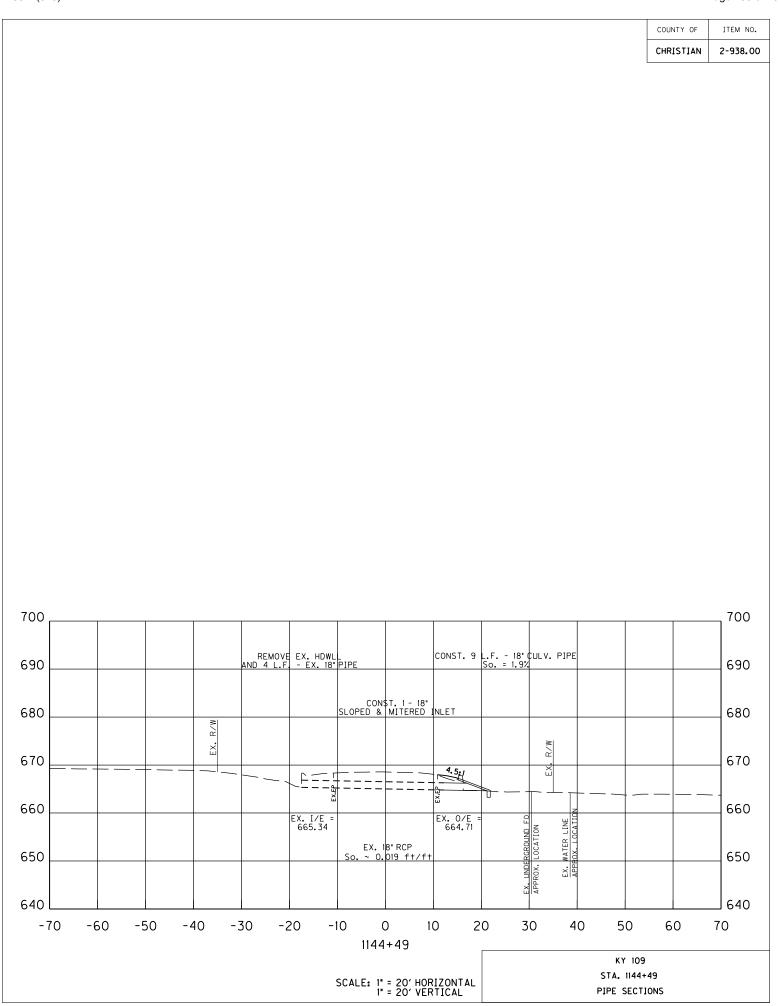
Contract ID: 254501 Page 133 of 202



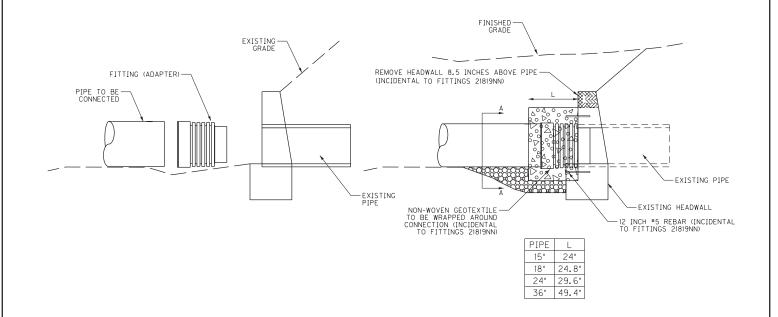
Contract ID: 254501 Page 134 of 202



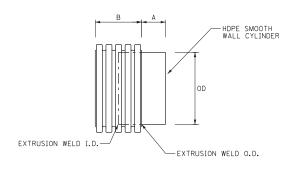
Contract ID: 254501 Page 135 of 202



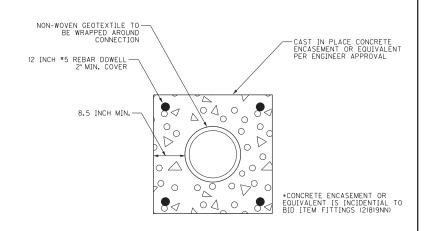
PIPE EXTENSION DUAL WALL ADAPTER FITTING DETAILS APAPTER TO DISSIMILAR MATERIAL







PIPE	А	В	OD
15"	6"	13"	15"
18"	6"	13.4"	18"
24"	8"	15.8"	24"
36"	10"	25.7"	36"

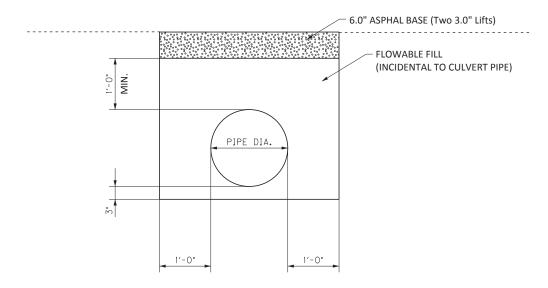


SECTION "A-A"

1 0	T IN PLACE ONCRETE CASEMENT
APPRO	X QUANTITIES
PIPE	CLASS "A" CONC. (CUYD)
15"	0.82
18"	0.95
24"	1.40
36"	3.29

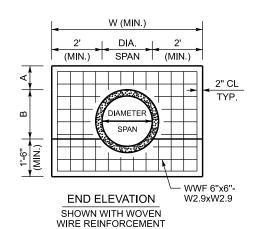
PIPE PAVING DETAIL

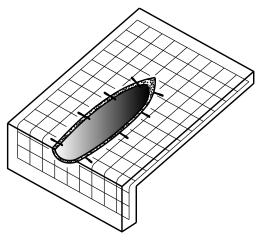
FOR DRAINAGE PIPES WHERE THE REMOVAL OF EXISTING PIPE WILL REQUIRE PAVING OPERATIONS



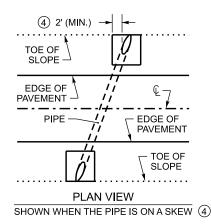
CULVERT PIPE EXTENSIONS - INITIAL BACKFILL

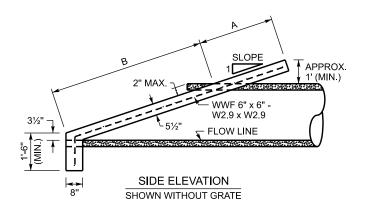
Culvert Pipe Extensions shall be constructed according to the Initial Backfill Detail shown above, or as directed by the Engineer. Allow the Asphalt Base to be exposed to traffic a minimum of 14 days to allow for settlement. After the 14 day waiting period, Level and Wedge any settlement prior to the Asphalt Surface (FD05).





ISOMETRIC VIEW
SHOWN WITH WOVEN WIRE REINFORCEMENT
AND WEDGE ANCHORS





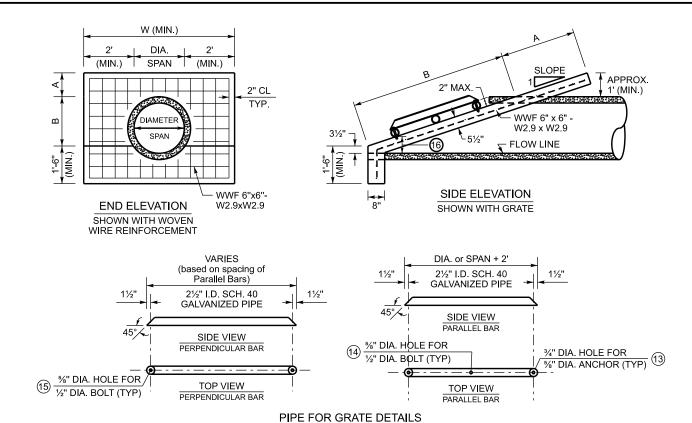
~ NOTES ~

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

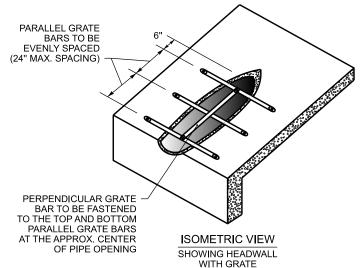
** DIMENSIONS AND CONCRETE QUANTITIES ARE APPROXIMATE AND ARE LISTED FOR INFORMATIONAL PURPOSES ONLY **

			D	IMENSIONS A	ND C	ONCRETE C	QUANTITI	ES (FOR PIPE	E WIT	H SKEW = 0	°) (4)	
PIPE		3:1	SLOPE			4:1	SLOPE			6:1	SLOPE		GRATE
SIZE	Α	В	W	CU. YDS. CONCRETE	Α	В	W	CU. YDS. CONCRETE	Α	В	W	CU. YDS. CONCRETE	REQUIRED
15"	3'	3'-71/2"	5'-3"	0.79	4'	4'-8¾"	5'-3"	0.97	6'	6'-11¾"	5'-3"	1.35	NO
18"	3'	4'-5¾"	5'-6"	0.89	4'	5'-10"	5'-6"	1.10	6'	8'-71⁄4"	5'-6"	1.54	NO
24"	3'	6'-21/2"	6'-0"	1.11	4'	8'-1"	6'-0"	1.38	6'	11'-11"	6'-0"	1.93	SEE 9
30"	3'	7'-10¾"	6'-6"	1.33	4'	10'-3¾"	6'-6"	1.67	6'	15'-2½"	6'-6"	2.35	SEE 9

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



SEE NOTE 9 TO DETERMINE IF GRATE IS REQUIRED



~ NOTES ~

SEE SHEET 1 FOR NOTES 1 THRU 8

- 9. THE FOLLOWING SITUATIONS REQUIRE A HEADWALL WITH GRATE:
 -24" DIAMETER PIPE ON GREATER THAN 30° SKEW
 -30" DIAMETER PIPE ON GREATER THAN 15° SKEW
 -PIPE WITH GREATER THAN 30" DIAMETER.
 -ELLIPTICAL PIPE GREATER THAN 24" EQUIVALENT DIAMETER
- ALL BOLTS AND HARDWARE SHALL BE RUST RESISTANT: ZINC PLATED, STAINLESS STEEL, OR STEEL THAT HAS BEEN GALVANIZED IN ACCORDANCE WITH AASHTO M 232.
- 11. THE PIPE USED TO CONSTRUCT THE GRATE SHALL BE STEEL, SCHEDULE 40, CONFORMING TO ASTM A53, AND GALVANIZED IN ACCORDANCE WITH AASHTO M 111 AFTER FABRICATION.
- 12. ANY RAW METAL EXPOSED BY FIELD CUTTING AND/OR DRILLING SHALL BE TREATED WITH A COLD GALVANIZING COMPOUND.
- (3) FASTEN PARALLEL BARS TO HEADWALL WITH %" DIA. x 4½" LENGTH STEEL WEDGE ANCHORS, MINIMUM EMBEDMENT = 2¾" HOLE SIZE AND DEPTH, TORQUE, & INSTALLATION PROCEDURES PER RECOMMENDATION OF ANCHOR MANUFACTURE.
- (4) CENTER BOLT HOLE SHALL ONLY BE DRILLED IN THE TOP AND BOTTOM PARALLEL BARS.
- (5) FASTEN THE PERPENDICULAR BAR TO THE TOP AND BOTTOM PARALLEL BARS WITH ½" DIA. x 4" LENGTH HEX HEAD BOLTS, HEX HEAD NUTS, & FLAT WASHERS.
- THE BOTTOM PARALLEL BAR IS TO BE PLACED SO THAT IT IS APPROX. 6" ABOVE THE FLOWLINE OF THE PIPE.

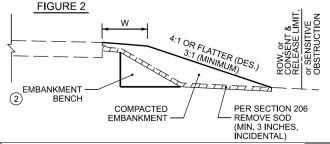
** DIMENSIONS AND CONCRETE QUANTITIES ARE APPROXIMATE AND ARE LISTED FOR INFORMATIONAL PURPOSES ONLY **

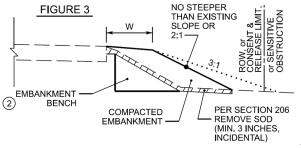
			D	IMENSIONS A	ND C	ONCRETE C	QUANTITI	ES (FOR PIPE	E WIT	H SKEW = 0	°) (4)	
PIPE		3:1	SLOPE			4:1	SLOPE			6:1	SLOPE		GRATE
SIZE	Α	В	W	CU. YDS. CONCRETE	Α	В	W	CU. YDS. CONCRETE	Α	В	W	CU. YDS. CONCRETE	REQUIRED
36"	3'	9'-71/2"	7'-0"	1.57	4'	12'-6½"	7'-0"	1.98	6'	18'-6"	7'-0"	2.80	YES
42"	3'	11'-4"	7'-6"	1.83	4'	14'-91⁄4"	7'-6"	2.31	6'	21'-9½"	7'-6"	3.27	YES
48"	3'	12'-11"	8'-0"	2.07	4'	16'-10"	8'-0"	2.40	6'	24'-10"	8'-0"	3.33	YES

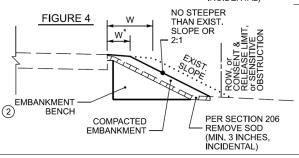
++ SEE SHEET 1 FOR DIMENSIONS OF HEADWALLS FOR PIPE 30" DIAMETER & LESS ++

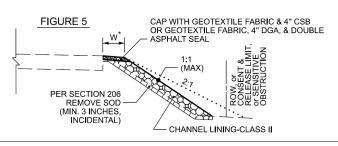
SLOPED & MITERED CONCRETE HEADWALL (SHEET 2 OF 2)

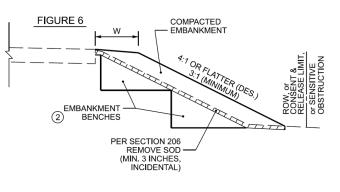
FIGURE 1 W MATCH EXIST. SLOPE (OR FLATTER) COMPACTED EMBANKMENT PER SECTION 206 REMOVE SOD (MIN. 3 INCHES, INCIDENTAL)











~NOTES~

Roadside Regrading Bid Items and Units to bid:

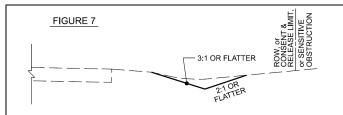
- Bid Item 2230 Embankment in Place CUYD
- Bid Item 2200 Roadway Excavation CUYD
- 1. The bid items listed above for Roadside Regrading shall consist of any and all necessary clearing and grubbing, grading, and/or shaping of the existing shoulder, ditch, and/or roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions, as detailed on the Typical Sections. Final payment will be based on the proposed quantities of embankment and/or excavation, and will include all work and incidentals necessary to perform the Roadside Regrading according to these details, notes, and other information found elsewhere in the proposal or Standard Specifications. In the case of a discrepancy, refer to Section 105.05 of the Standard Specifications. Depending on the existing conditions encountered, Roadside Regrading may also include, but is not limited to:
 - Providing additional earth material and grading, shaping, and compacting the earth material to achieve the dimensions shown on the Typical Sections. Compact material according to Section 206 of the Standard Specifications.
 - Note: Additional earth material provided shall be suitable for vegetation growth.
 - Excavating and removing excess material to achieve the dimensions shown on the Typical Sections.
 - Embankment benching.

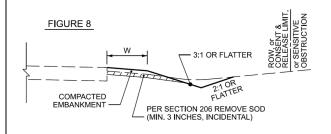
(2)

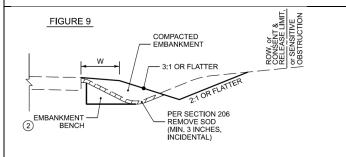
- Embankment benching will be required when the existing groundline has an incline greater than 15% (Approx. 6:1). Excavation of embankment benches shall be incidental; however, embankment benching will be measured as Embankment in Place. The following are guidelines for embankment benching used in conjunction with the bid items for Roadside Regrading:
 - The typical height (or rise) is 1' to 6'.
 - The typical width (or run) will vary based on the height of the bench.
 - Multiple small benches may be used, and may be more advantageous as this will require processing less earthwork and may help avoid any existing underground utilities.
- As shown in Figure 1, in some situations, minor shouldering, with minimal additional earth material, may be all that is required to reshape the earth shoulder to the proposed width and bring it flush with the edge of pavement.
- 4. As shown in Figure 2, most situations will require additional earth material to achieve the proposed earth shoulder width. It is desired that the resulting fill slope be installed as flat as possible and shall remain within the Right-of-Way and/or any Consent & Release areas obtained by KYTC noted in the proposal, while also avoiding any sensitive obstructions.
- 5. As shown in Figure 3, if a 3:1 fill slope will results in the toe of slope extending beyond the Right-of-Way or outside of a Consent & Release area obtained by KYTC noted in the proposal, or will impact a sensitive obstruction, then the fill slope may be installed steeper than 3:1, but no steeper than the existing fill slope, or a 2:1, whichever is flatter.
- 6. As shown in Figure 4, if matching the existing fill slope or installing a 2:1 fill slope (whichever is flatter) still results in the toe of slope extending beyond the Right-of-Way or outside of a Consent & Release area obtained by KYTC noted in the proposal, or still impacts a sensitive obstructions, then the proposed earth shoulder width may be reduced so that the resulting toe of slope will remain within the Right-of-Way or Consent & Release area, and/or not impact the sensitive obstruction.
- 7. As shown in Figure 5, if the existing fill slope is steeper than 2:1 and there is not enough space to install a 2:1 fill slope without extending beyond the Right-of-Way or outside of a Consent & Release area obtained by KYTC noted in the proposal, and/or impacts a sensitive obstructions, then Class II Channel Lining may be installed along the steep existing slope in order to establish a width of aggregate shoulder. These locations will be noted in the proposal. The Channel Lining is to be capped with Geotextile Fabric Class 1 and 4" of crushed stone base or 4" of DGA with Double Asphalt Seal Coat.
- As shown in Figure 6, as the height of the fill increases, multiple embankment benches may be required. Refer to Note 2 for more information about embankment benching.

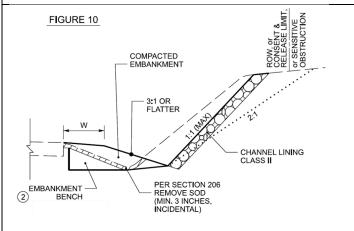
See Sheet 2 of 2 for Notes 9 through 13.

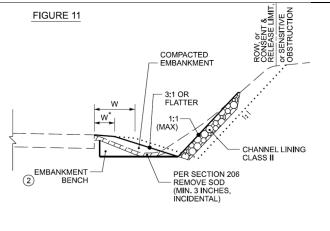
Roadside Regrading and Embankment Details Sheet 1 of 2











~NOTES~

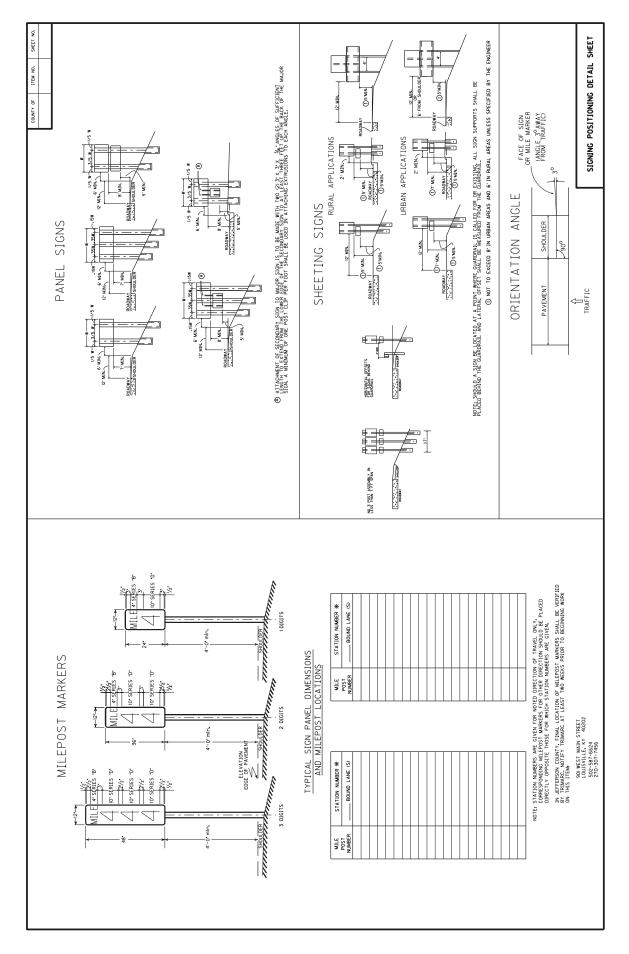
Roadside Regrading Bid Items and Units to bid:

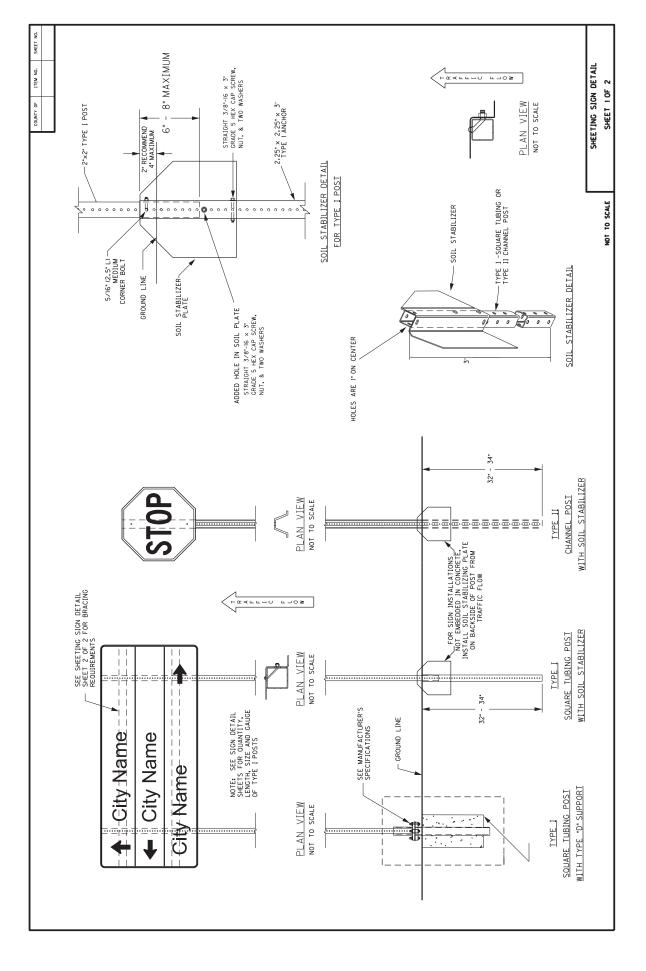
- Bid Item 2230 Embankment in Place CUYD
- Bid Item 2200 Roadway Excavation CUYD
- 1. The bid items listed above for Roadside Regrading shall consist of any and all necessary clearing and grubbing, grading, and/or shaping of the existing shoulder, ditch, and/or roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions, as detailed on the Typical Sections. Final payment will be based on the proposed quantities of embankment and/or excavation, and will include all work and incidentals necessary to perform the Roadside Regrading according to these details, notes, and other information found elsewhere in the proposal or Standard Specifications. In the case of a discrepancy, refer to Section 105.05 of the Standard Specifications. Depending on the existing conditions encountered, Roadside Regrading may also include, but is not limited to:
 - Providing additional earth material and grading, shaping, and compacting the earth material to achieve the dimensions shown on the Typical Sections. Compact material according to Section 206 of the Standard Specifications.
 - Note: Additional earth material provided shall be suitable for vegetation growth.
 - Excavating and removing excess material to achieve the dimensions shown on the Typical Sections.
 - Embankment benching.
- Embankment benching will be required when the existing groundline has an incline greater than 15% (Approx. 6:1). Excavation of embankment benches shall be incidental; however, embankment benching will be measured as Embankment in Place. The following are guidelines for embankment benching used in conjunction with the bid items for Roadside Regrading:
 - The typical height (or rise) is 1' to 6'.
 - The typical width (or run) will vary based on the height of the bench.
 - Multiple small benches may be used, and may be more advantageous as this will require processing less earthwork and may help avoid any existing underground utilities.

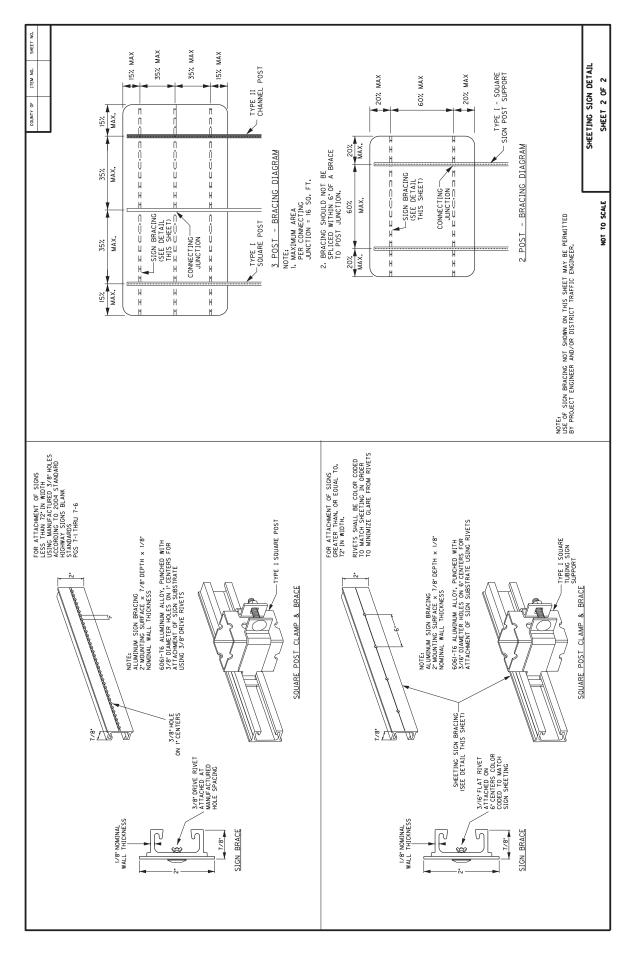
See Sheet 1 of 2 for Notes 3 through 8.

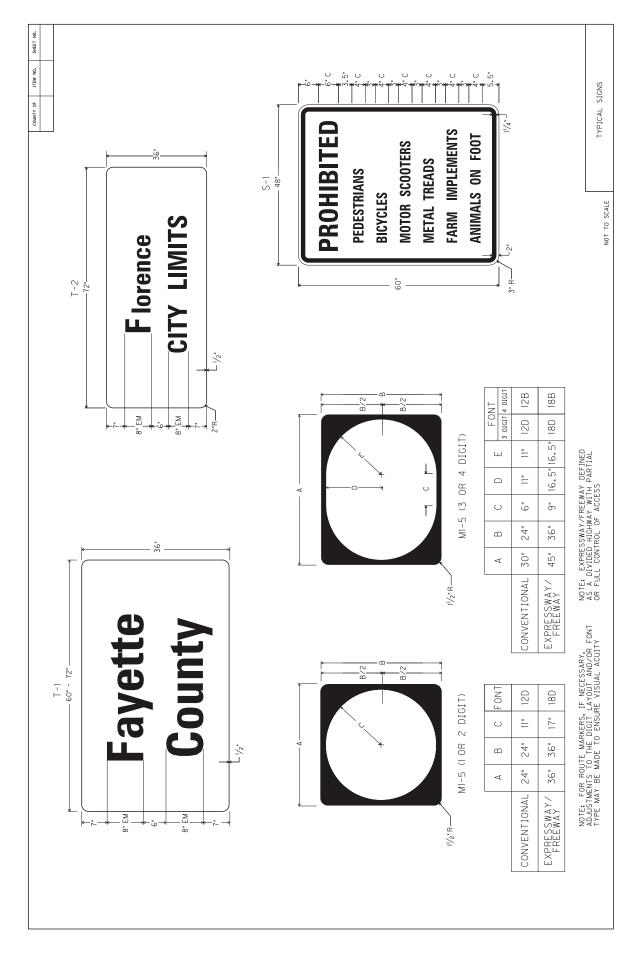
- 9. As shown in Figure 7, in some situations, all that may be required is to clean out the existing ditch and reshape it to the proposed dimensions. The material excavated from the ditch may be re-used elsewhere on the project, provided the Engineer determines the material removed from the ditch is suitable for the intended re-use.
- 10. As shown in Figure 8, in some situations, the ditch and shoulder may only need minor regrading and/or reshaping. The material excavated from the ditch may be used to reshape the earth shoulder, provided the Engineer determines the material removed from the ditch is suitable for shouldering. If the material is not suitable, additional earth material may be required.
- 11. As shown in Figure 9, in most situations, regrading and reshaping the roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions will result in moving the ditch further away from the roadway. It is desired that the ditch foreslopes be 3:1 or flatter and the ditch backslopes be 2:1 or flatter. It is also desired that the new ditch backslope remain within the Right-of-Way and/or any Consent & Release area obtained by KYTC noted in the proposal, while also avoiding any sensitive obstructions.
- 12. As shown in Figure 10, if installing a 2:1 ditch backslope will result in the top of cut extending beyond the Right-of-Way and/or any Consent & Release area obtained by KYTC noted in the proposal, and/or impacting a sensitive obstruction, then the ditch backslope may be installed steeper than 2:1, up to 1:1 maximum. In this situation, the ditch backslope shall have Class II Channel Lining installed for slope protection.
- 13. As shown in Figure 11, if using a 1:1 ditch backslope still results in the top of cut extending beyond the Right-of-Way and/or outside any Consent & Release area obtained by KYTC noted in the proposal, and/or still impacts a sensitive obstruction, then the proposed earth shoulder width may be reduced so that the steep ditch backslope can be installed within the Right-of-Way and/or avoid a sensitive obstruction.

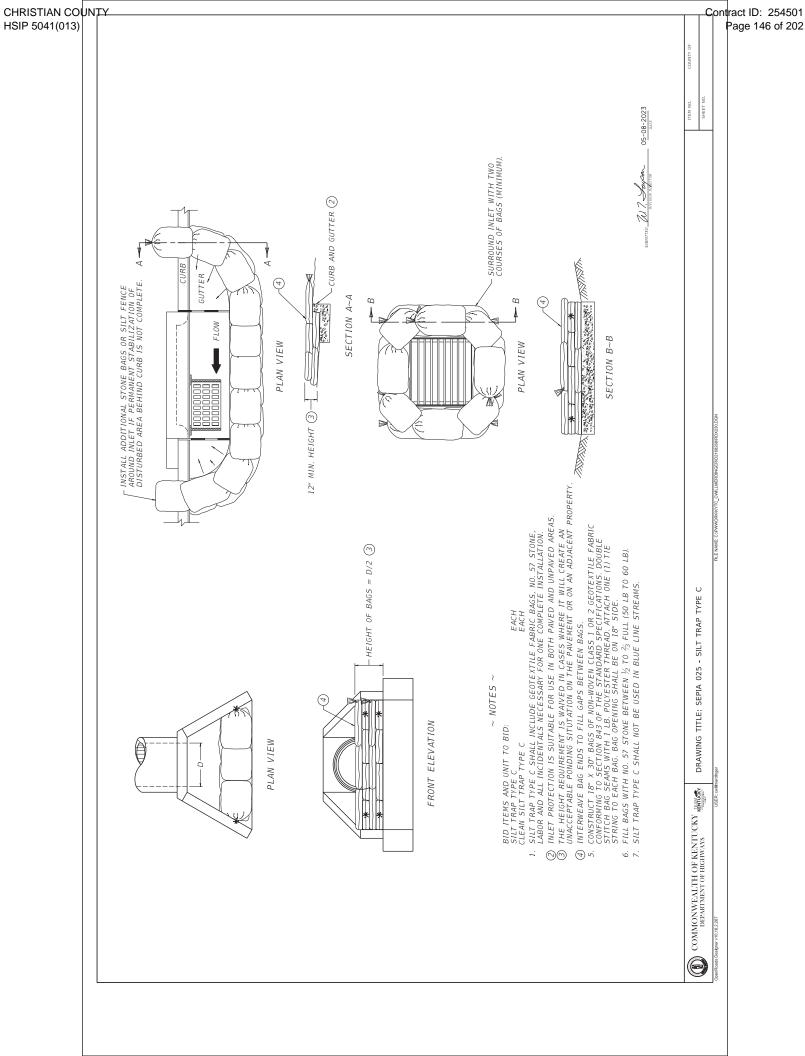
Roadside Regrading and Embankment Details Sheet 2 of 2

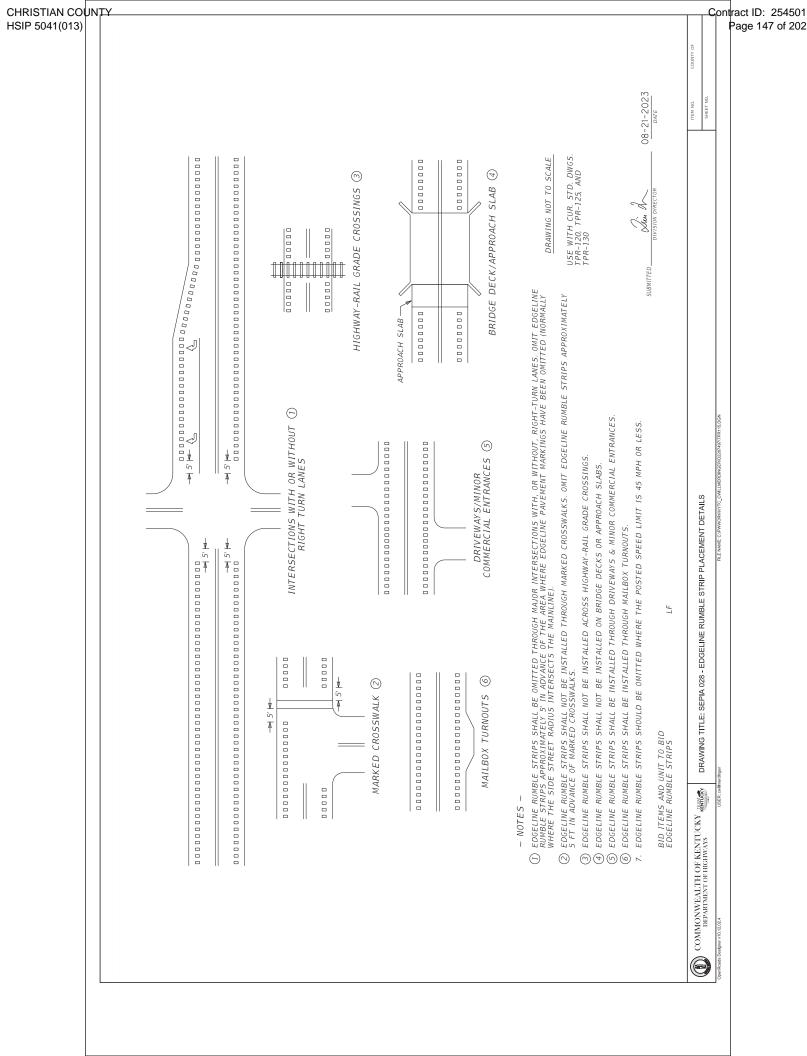


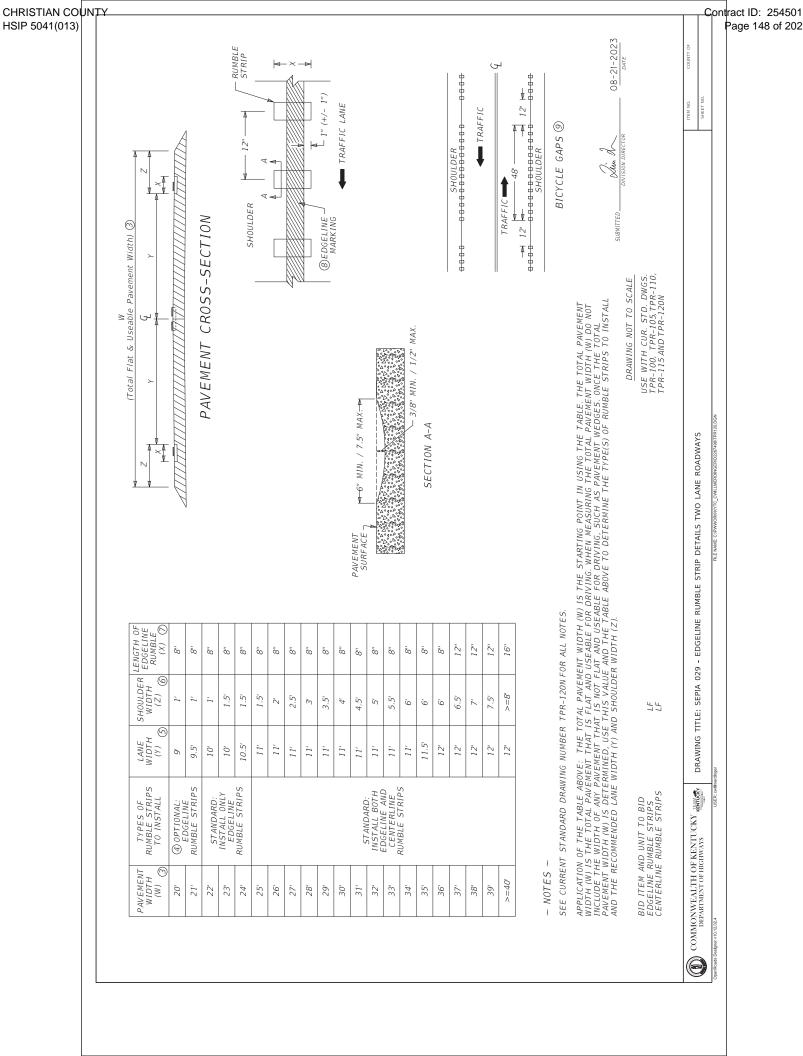




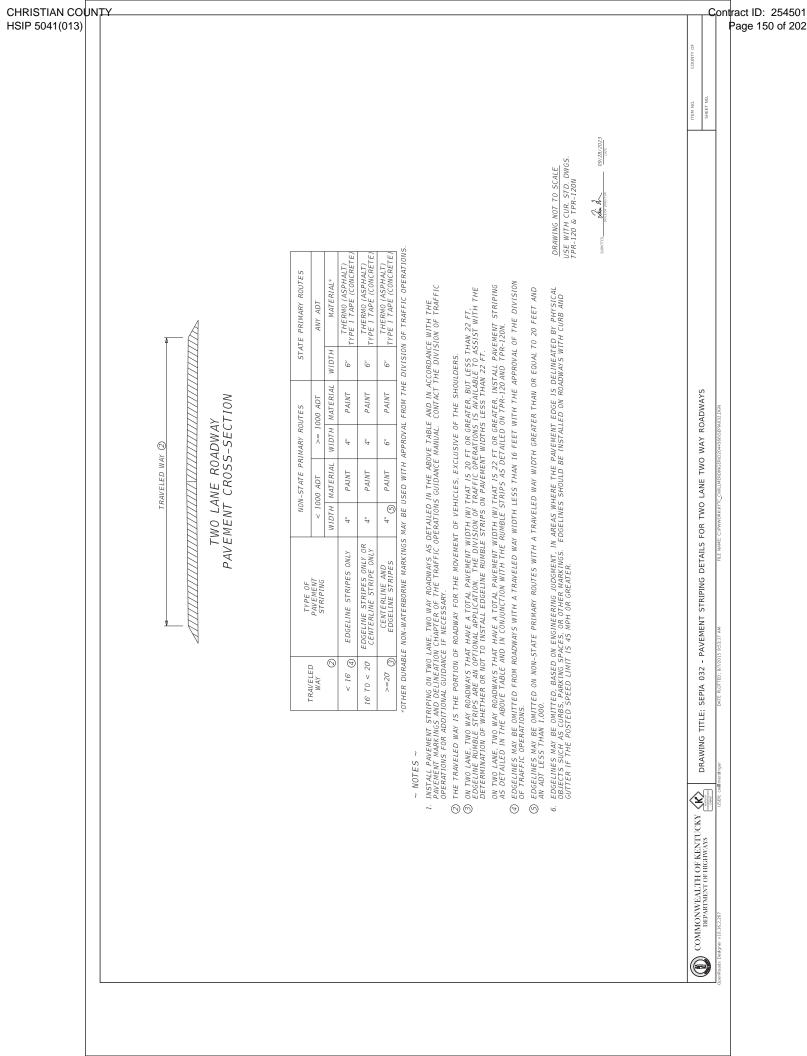


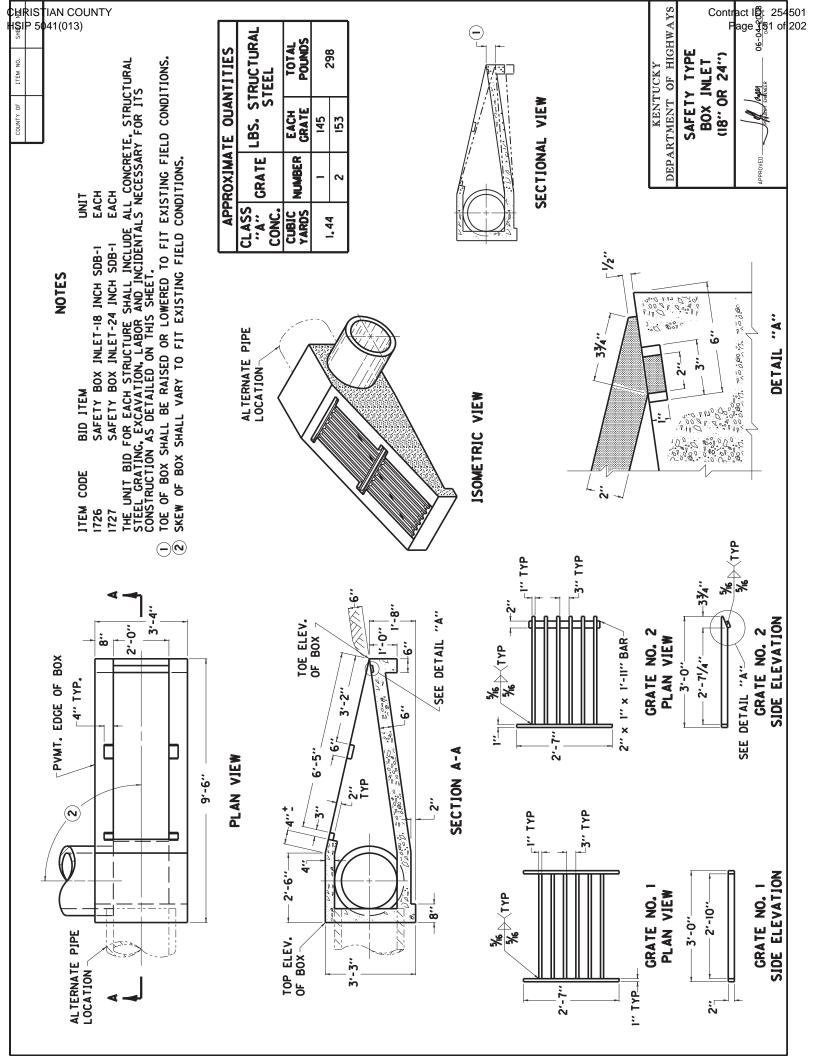


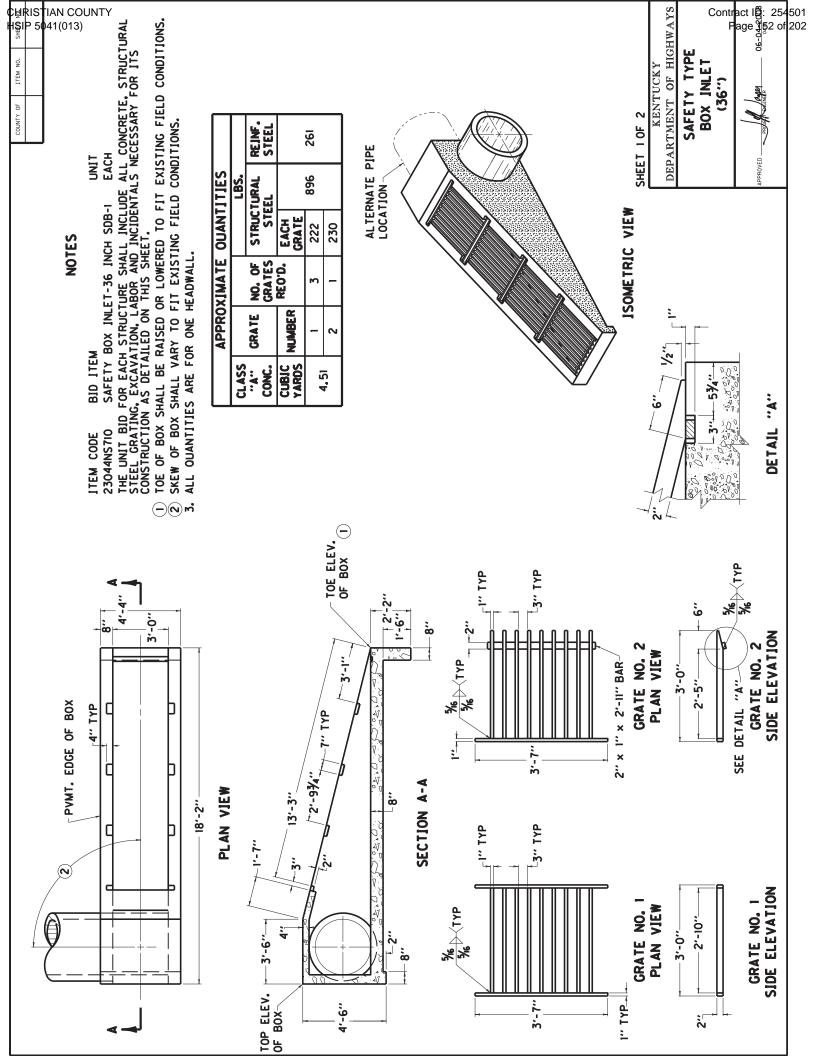


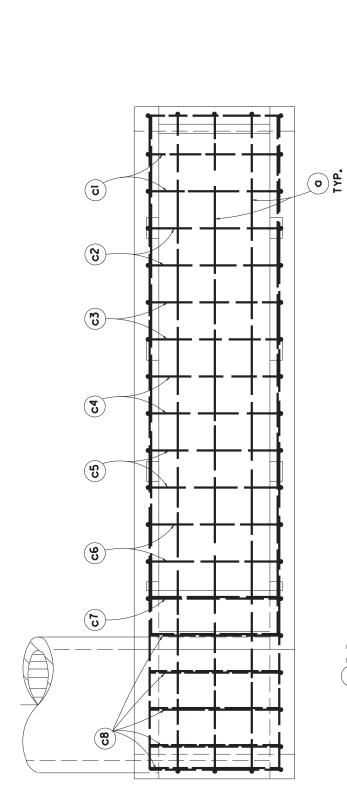


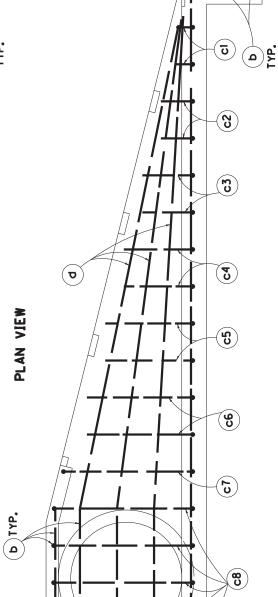
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ELEVATION VIEW

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ALL BARS ARE STRAIGHT EXCEPT THOSE SHOWN BELOW. ĸ.

BENT BAR SHAPES



BARS ©

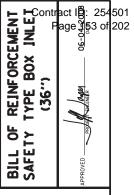
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SHEET 2 OF 2

DEPARTMENT OF HIGHWAYS KENTUCKY



Contract ID: 254501 Page 154 of 202

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

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).

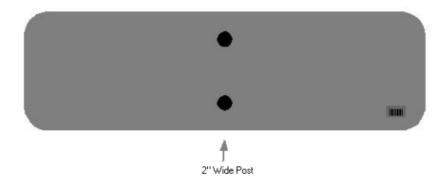
The installation of the permanent sign will be measured in accordance to Section 715.

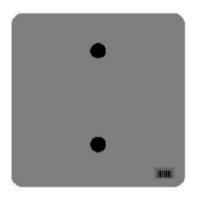
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

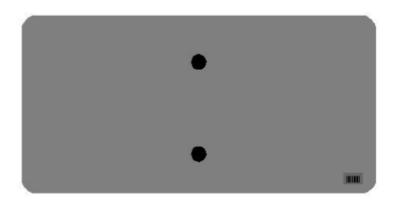
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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.

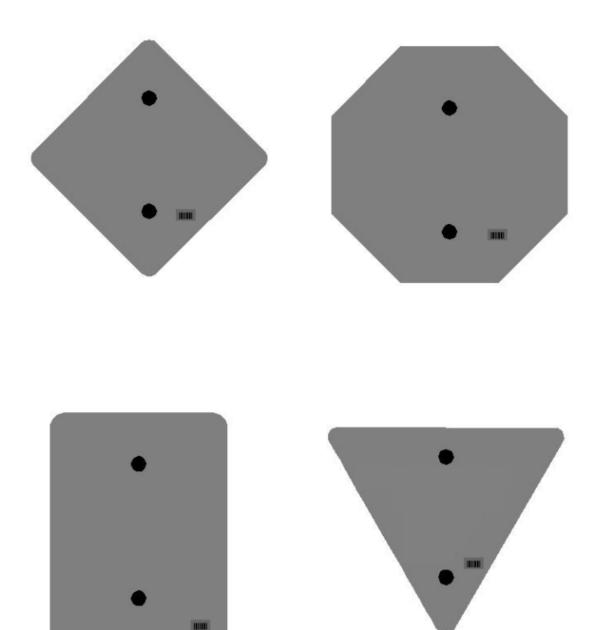
One Sign Post





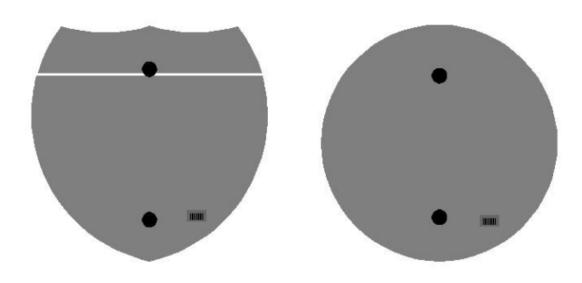


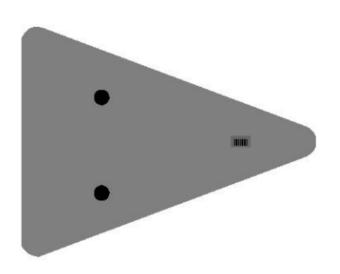
One Sign Post



CHRISTIAN COUNTY HSIP 5041(013)

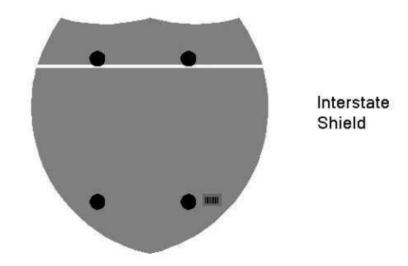
One Sign Post

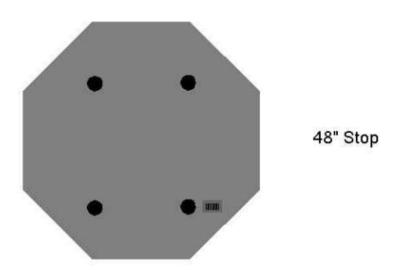




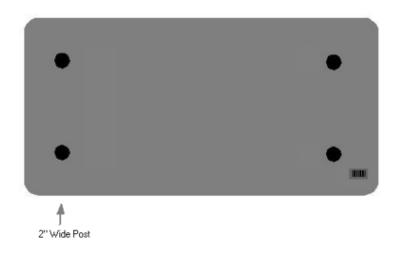
CHRISTIAN COUNTY HSIP 5041(013)

Double Sign Post

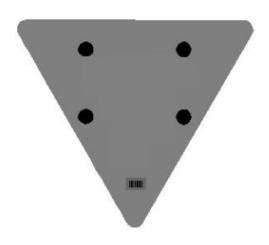




2 Post Signs







2020 STANDARD DRAWINGS THAT APPLY

ROADWAY

~ DDAINAGE ~	
~ DRAINAGE ~	
PAVED DITCHES, FLUME INLETS AND CHANNEL LININGS CHANNEL LINING CLASS II AND III	DDD 040 0F
CHANNEL LINING CLASS II AND III	KDD-040-05
TYPICAL DRAINAGE INSTALLATIONS	
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE)	RDI-001-10
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE	
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE	
PIPE BEDDING, TRENCH CONDITION	
PIPE BEDDING, TRENCH CONDITION, REINFORCED CONC. PIPE	
EROSION CONTROL BLANKET SLOPE INSTALLATION	
EROSION CONTROL BLANKET CHANNEL INSTALLATION	RDI-041-01
MISCELLANEOUS DRAINAGE	
SECURITY DEVICES FOR FRAMES, GRATES AND LIDS	RDX-160-06
SECURITY PLATE ASSEMBLY	Sepia 020
TEMPORARY SILT FENCE	RDX-210-03
TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC	RDX-215-01
SILT TRAP - TYPE A	RDX-220-05
SILT TRAP - TYPE B	RDX-225-01
SILT TRAP - TYPE C	Sepia 025
~ GENERAL ~	
CURVE WIDENING AND SUPERELEVATION	
CURVE WIDENING AND SUPERELEVATION TRANSITIONS	RGS-001-07
SUPERELEVATION FOR MULTILANE PAVEMENTS	
301 ENELEVATION FOR WOLTLAND FAVEINENTS	
MISCELLANEOUS STANDARDS	
MISCELLANEOUS STANDARDS	RGX-001-06
TYPE D BREAKAWAY SIGN SUPPORT	RGX-065-02
~ PAVEMENT ~	
MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.	DD1 1 1 1 2 5 =
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT	RPM-110-07

Standard Drawings That Apply Page 2 of 2

TRAFFIC ~ PERMANENT ~

<u>MARKERS</u>	
PAVEMENT STRIPING DETAILS FOR TWO LANE TWO WAY ROADWAYS	Sepia 032
<u>RUMBLE STRIPS</u>	
EDGELINE RUMBLE STRIPS PLACEMENT DETAILS	Sepia 028
EDGELINE RUMBLE STRIP DETAILS TWO LANE ROADWAYS	•
EDGELINE RUMBLE STRIP NOTES TWO LANE ROADWAYS NOTES	•
SHOULDER & EDGELINE RUMBLE STRIPS PLACEMENT DETAILS	
EDGELINE RUMBLE STRIP DETAILS TWO LANE ROADWAYS	TPR-120
~ TEMPORARY ~	
TRAFFIC CONTROL	
LANE CLOSURE TWO-LANE HIGHWAY	TTC-100-05
SHOULDER CLOSURE	TTC-135-03
31100EBEN 0E030NE	
DEVICES	
<u>DEVICES</u> PAVEMENT CONDITION WARNING SIGNS	TTD-125-03
STRIPING OPERATIONS	
MOBILE OPERATION FOR PAINT STRIPING CASE I	
MOBILE OPERATION FOR PAINT STRIPING CASE II	
MOBILE OPERATION FOR DURABLE STRIPING CASE III	
MOBILE OPERATION FOR DURABLE STRIPING CASE IV	TTS-135-02

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 - Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

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

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

2. Withholding (29 CFR 5.5)

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

* * * * *

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

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

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3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

* * * * *

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

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

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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: KY20250040 01/03/2025

Superseded General Decision Number: KY20240040

State: Kentucky

Construction Type: Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster 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)(1).

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

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 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 2025.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 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 2025.

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 Pub

Publication Date 01/03/2025

BRIN0004-002 06/01/2023

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

	Rates	Fringes
BRICKLAYER Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon,		
Marshall, and McCracken Counties Butler, Edmonson, Hopkins, Muhlenberg, and Ohio	\$ 34.17	19.60
Counties Daviess, Hancock, Henderson, McLean, Union,		15.95
and Webster Counties		19.60
BRTN0004-005 06/01/2023		
ALLEN, CALLOWAY, CHRISTIAN, LOG WARREN COUNTIES	AN, SIMPSON, TOD	D, TRIGG, and
	Rates	Fringes
BRICKLAYER	\$ 32.28	15.95
CARP0357-002 06/01/2024		
	Rates	Fringes
CARPENTER DIVER PILEDRIVERMAN	\$ 49.73 \$ 30.16	20.87 23.37 20.87
ELEC0369-006 05/29/2024		
PUTLED EDMONSON LOCAN TODD 9	LIADDENI COUNTIEC	

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

Rates Fringes

ELECTRICIAN.....\$ 37.88 21.38

ELEC0429-001 06/01/2024

ALLEN & SIMPSON COUNTIES:

Rates Fringes

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

Rates Fringes

ELECTRICIAN.....\$ 35.67 28%+8.60

Cable spicers receive \$.25 per hour additional.

ELEC1701 002 07/01/2024

ELEC1701-003 07/01/2024

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

Rates Fringes

ELECTRICIAN.....\$ 37.10 8.60+30.8%

Cable spicers receive \$.25 per hour additional.

ELEC1925-002 01/01/2024

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
CABLE SPLICER	•	15.27 15.26

ENGI0181-017 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 40.05	19.10
GROUP 2	\$ 37.19	19.10
GROUP 3	\$ 37.64	19.10
GROUP 4	\$ 36.87	19.10

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 equals or exceeds 150 ft. - \$1.00 above 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.

IRON0070-005 06/01/2024

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford); EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden)

> Rates Fringes

IRONWORKER

Structural; Ornamental; Reinforcing; Precast

Concrete Erectors......\$ 34.59 25.00

IRON0103-004 08/01/2024

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey,

Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);

CALDWELL COUNTY (Northeastern third, including the Township of Creswell);

CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);

CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir)

Rates Fringes

Ironworkers:.....\$ 35.34 26.4

IRON0492-003 05/01/2024

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES
BUTLER COUNTY (Southern third, including the Townships of
Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar
Grove & Woodbury);

CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);

MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

Rates Fringes

Ironworkers:.....\$ 33.73 16.38

IRON0782-006 08/01/2024

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton):

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

Rates Fringes

Ironworkers:

Projects with a total contract cost of

\$20,000,000.00 or above....\$ 35.75 26.34 All Other Work......\$ 34.01 24.83

LAB00189-005 07/01/2024

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.96	18.58
GROUP	2\$ 24.21	18.58
GROUP	3\$ 24.26	18.58
GROUP	4\$ 24.86	18.58

LABORER 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; Digging & Hand Back Filling; Highway Grade Checker; Hand 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; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

LABO0189-006 07/01/2024

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1	\$ 23.96	18.58

GROUP 2	\$ 24.26	18.58
GROUP 3	\$ 24.21	18.58
GROUP 4	\$ 24.86	18.58

LABORER 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; Blaster; 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

LAB00561-001 07/01/2024

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP	1\$ 25.22	18.10
GROUP	2\$ 25.47	18.10
GROUP	3\$ 25.52	18.10
GROUP	4\$ 26.12	18.10

LABORER 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; Blaster; 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

PAIN0032-002 09/01/2024

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges	\$ 36.77	21.77
All Other Work		21.77
Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium		
PAIN0118-003 06/01/2014		
EDMONSON COUNTY:		

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller	\$ 18.50	11.97
Spray, Sandblast, Power		
Tools, Waterblast & Steam		
Cleaning	\$ 19.50	11.97

PAIN0156-006 04/01/2024

DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1	\$ 30.77	20.30
GROUP 3	\$ 31.77	20.30
GROUP 4	\$ 35.00	20.30
ALL OTHER WORK:		
GROUP 1	\$ 29.62	20.30
GROUP 2	\$ 30.37	20.30
GROUP 3	\$ 30.62	20.30
GROUP 4	\$ 31.77	20.30

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast; Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

PAIN0500-002 06/01/2024

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

	Rates	Fringes
Painters:		
Bridges	\$ 30.75	15.50
All Other Work	\$ 24.50	15.50

Waterblasting units with 3500 PSI and above - \$.50 premium Spraypainting and all abrasive blasting - \$1.00 premium Work 40 ft. and above ground level - \$1.00 premium

PLUM0184-002 07/01/2024

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN and TRIGG COUNTIES

	Rates	Fringes
Plumber; Steamfitter	\$ 41.01	20.28
PLUM0502-004 08/01/2024		

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes	
Plumber; Steamfitter	\$ 41.90	24.89	
PLUM0633-002 07/01/2022			

DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 33.97	19.30

TEAM0089-003 03/31/2024

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1\$	23.53	27.39
Group 2\$	23.70	27.39
Group 3\$	23.78	27.39
Group 4\$		27.39

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic; Single Axle Dump; Flat Bed; All Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker; Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TEAM0215-003 03/31/2024

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 25.15	27.39
Group 2	\$ 25.38	27.39
Group 3	\$ 25.45	27.39
Group 4	\$ 25.46	27.39

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; 5 Axle Vehicle; Winch and A- Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on

Pavement Breaker

TEAM0236-001 03/31/2024

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, TODD & TRIGG COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 23.52	27.39
Group 2	\$ 23.70	27.39
Group 3	\$ 23.70	27.39
Group 4	\$ 23.78	27.39
Group 5	\$ 23.80	27.39

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Drivers of Distributors

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5: Mixer All Types

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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 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.

END OF GENERAL DECISION"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE

GOALS FOR FEMALE PARTICIPATION IN EACH TRADE

18.2% 6.9%

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

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

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

The notification shall be mailed to:

Regional Director

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

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

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

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

(Revised: 1/1/2023)

PART IV

BID ITEMS

HSIP 5041(013)

254501

PROPOSAL BID ITEMS

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Contract ID: 254501

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Report Date 1/29/25

Section: 0001 - PAVING

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001	DGA BASE	112.00	TON		\$	
0020	00080	CRUSHED AGGREGATE SIZE NO 23	200.00	TON		\$	
0030	00100	ASPHALT SEAL AGGREGATE	4.80	TON		\$	
0040	00103	ASPHALT SEAL COAT	.60	TON		\$	
0050	00190	LEVELING & WEDGING PG64-22	795.00	TON		\$	
0060	00212	CL2 ASPH BASE 1.00D PG64-22	4,634.00	TON		\$	
0070	00301	CL2 ASPH SURF 0.38D PG64-22	4,300.00	TON		\$	
0800	02101	CEM CONC ENT PAVEMENT-8 IN	29.00	SQYD		\$	
0090	02562	TEMPORARY SIGNS	290.00	SQFT		\$	
0100	02650	MAINTAIN & CONTROL TRAFFIC (CHRISTIAN KY 109 FD05)	1.00	LS		\$	
0110	02676	MOBILIZATION FOR MILL & TEXT (CHRISTIAN KY 109 FD05)	1.00	LS		\$	
0120	02677	ASPHALT PAVE MILLING & TEXTURING	30.00	TON		\$	
0130	02697	EDGELINE RUMBLE STRIPS	61,000.00	LF		\$	
0140	06510	PAVE STRIPING-TEMP PAINT-4 IN	120,000.00	LF		\$	
0150	06515	PAVE STRIPING-PERM PAINT-6 IN	87,000.00	LF		\$	
0160	10020NS	FUEL ADJUSTMENT	13,906.00	DOLL	\$1.00	\$	\$13,906.00
0170	10030NS	ASPHALT ADJUSTMENT	34,928.00	DOLL	\$1.00	\$	\$34,928.00
0180	20748ED	SHOULDER MILLING/TRENCHING	14,753.00	SQYD		\$	
0190	24785EC	FIBER REINFORCEMENT FOR HMA	4,300.00	TON		\$	
0200	24970EC	ASPHALT MATERIAL FOR TACK NON- TRACKING	37.30	TON		\$	
0210	26228EC	ELECTRONIC DELIVERY MGMT SYSTEM (CHRISTIAN KY 109 FD05)	1.00	LS		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0220	02159		TEMP DITCH	15,840.00	LF		\$	
0230	02160		CLEAN TEMP DITCH	7,920.00	LF		\$	
0240	02230		EMBANKMENT IN PLACE	4,569.00	CUYD		\$	
0250	02483		CHANNEL LINING CLASS II	226.00	TON		\$	
0260	02562		TEMPORARY SIGNS	210.00	SQFT		\$	
0270	02602		FABRIC-GEOTEXTILE CLASS 1	193.00	SQYD		\$	
0280	02650		MAINTAIN & CONTROL TRAFFIC CHRISTIAN KY 109 HSIP	1.00	LS		\$	
0290	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0300	02701		TEMP SILT FENCE	15,840.00	LF		\$	
0310	02703		SILT TRAP TYPE A	10.00	EACH		\$	
0320	02704		SILT TRAP TYPE B	10.00	EACH		\$	
0330	02705		SILT TRAP TYPE C	10.00	EACH		\$	
0340	02706		CLEAN SILT TRAP TYPE A	10.00	EACH		\$	
0350	02707		CLEAN SILT TRAP TYPE B	10.00	EACH		\$	
0360	02708		CLEAN SILT TRAP TYPE C	10.00	EACH		\$	
0370	02726		STAKING CHRISTIAN KY 109 HSIP	1.00	LS		\$	

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254501

PROPOSAL BID ITEMS

Report Date 1/29/25

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LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0380	05950	EROSION CONTROL BLANKET	20,111.00	SQYD		\$	
0390	05952	TEMP MULCH	31,657.00	SQYD		\$	
0400	05953	TEMP SEEDING AND PROTECTION	23,743.00	SQYD		\$	
0410	05963	INITIAL FERTILIZER	1.64	TON		\$	
0420	05964	MAINTENANCE FERTILIZER	2.74	TON		\$	
0430	05985	SEEDING AND PROTECTION	32,783.00	SQYD		\$	
0440	05992	AGRICULTURAL LIMESTONE	32.79	TON		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0450	00440		ENTRANCE PIPE-15 IN	135.00	LF		\$	
0460	00441		ENTRANCE PIPE-18 IN	79.00	LF		\$	
0470	00462		CULVERT PIPE-18 IN	69.00	LF		\$	
0480	00464		CULVERT PIPE-24 IN	5.00	LF		\$	
0490	01310		REMOVE PIPE	242.00	LF		\$	
0500	01726		SAFETY BOX INLET-18 IN SDB-1	1.00	EACH		\$	
0510	01729		SAFETY BOX INLET-24 IN DBL SDB-5	1.00	EACH		\$	
0520	02625		REMOVE HEADWALL	7.00	EACH		\$	
0530	21819NN		FITTINGS (18" RCP TO PROPOSED 18" CULVERT PIPE)	6.00	EACH		\$	
0540	21819NN		FITTINGS (24" RCP TO PROPOSED 24" CULVERT PIPE)	1.00	EACH		\$	
0550	26131ED		SLOPED AND MITERED HEADWALL-18 IN	5.00	EACH		\$	

Section: 0004 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0560	06406		SBM ALUM SHEET SIGNS .080 IN	330.70	SQFT		\$	
0570	06407		SBM ALUM SHEET SIGNS .125 IN	107.90	SQFT		\$	
0580	06410		STEEL POST TYPE 1	975.00	LF		\$	
0590	06490		CLASS A CONCRETE FOR SIGNS	2.00	CUYD		\$	
0600	21134ND		REMOVE-STORE AND REINSTALL SIGN	1.00	EACH		\$	
0610	21373ND		REMOVE SIGN	49.00	EACH		\$	
0620	21596ND		GMSS TYPE D	8.00	EACH		\$	
0630	24631EC		BARCODE SIGN INVENTORY	135.00	EACH		\$	

Section: 0005 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0640	02569		DEMOBILIZATION	1.00	LS		\$	