



CALL NO. 201

CONTRACT ID. 221332

HARDIN COUNTY

FED/STATE PROJECT NUMBER 047GR22D032-HSIP

DESCRIPTION VARIOUS ROUTES IN HARDIN COUNTY

WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN

PRIMARY COMPLETION DATE 10/31/2023

LETTING DATE: July 21,2022

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 21,2022. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 11%

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

TABLE OF CONTENTS

PART I	SCOPE OF WORK
	<ul style="list-style-type: none">• PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES• CONTRACT NOTES• FEDERAL CONTRACT NOTES• ASPHALT MIXTURE• DGA BASE• DGA BASE FOR SHOULDERS• INCIDENTAL SURFACING• COMPACTION OPTION B• PIPELINE INSPECTION• NON-TRACKING TACK COAT• EXPERIMENTAL KYCT AND HAMBURG TESTING• SPRAY APPLIED THERMOPLASTIC PAVEMENT MARKING MATERIALS• CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES• RIGHT OF WAY CERTIFICATION• UTILITY IMPACT & RAIL CERTIFICATION NOTES• KPDES STORM WATER PERMIT, BMP AND ENOI• MATERIAL SUMMARY
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none">• SPECIFICATIONS REFERENCE• SUPPLEMENTAL SPECIFICATION• [SN-1I] PORTABLE CHANGEABLE SIGNS• [SN-11M] BARCODE LABEL ON PERMANENT SIGNS
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
	<ul style="list-style-type: none">• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273• NONDISCRIMINATION OF EMPLOYEES• EXECUTIVE BRANCH CODE OF ETHICS• PROJECT WAGE RATES LOCALITY 3 / FEDERAL• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO HARDIN
PART IV	INSURANCE
PART V	BID ITEMS

PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 04

CONTRACT ID - 221332

047GR22D032-HSIP

COUNTY - HARDIN

PCN - DE04702512232

HSIP 7872 (009)

KY 251 CONSTRUCT MINI-ROUNDBOUTS AT VARIOUS LOCATIONS, A DISTANCE OF 01.68 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 04-09016.00.

GEOGRAPHIC COORDINATES LATITUDE 37:41:49.00 LONGITUDE 85:51:43.00

ADT 7,780

PCN - DE047031W2207

HSIP 7861 (001)

US-31W BYPASS / KY 1136 INTERSECTION CONSTRUCT MINI ROUNDABOUT, A DISTANCE OF 0.53 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 04-09017.00.

GEOGRAPHIC COORDINATES LATITUDE 37:40:34.00 LONGITUDE 85:51:34.00

ADT 5,032

PCN - DE04710682232

HSIP 7873 (001)

POPLAR STREET (CS 1068) / SYCAMORE STREET INTERSECTION CONSTRUCT MINI-ROUNDBABOUT, A DISTANCE OF 0.08 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 04-09012.60.

GEOGRAPHIC COORDINATES LATITUDE 37:42:08.00 LONGITUDE 85:52:03.00

ADT 4,700

PCN - DE04710682233

HSIP 7873 (002)

POPLAR STREET (CS 1068) / MANTLE AVENUE INTERSECTION CONSTRUCT MINI-ROUNDBABOUT, A DISTANCE OF 0.08 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 04-09012.70.

GEOGRAPHIC COORDINATES LATITUDE 37:42:06.00 LONGITUDE 85:52:00.00

ADT 5,380

PCN - DE04711082232

HSIP 9010 (441)

COMMERCE DRIVE (CS 1108) / EXECUTIVE DRIVE INTERSECTION CONSTRUCT MINI-ROUNDBABOUT, A DISTANCE OF 0.18 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 04-09012.30.

GEOGRAPHIC COORDINATES LATITUDE 37:42:37.00 LONGITUDE 85:49:59.00

ADT 3,160

PCN - DE04711932123

HSIP 9010 (442)

WOODLAND DRIVE (CS1193) / LAYMAN LANE INTERSECTION CONSTRUCT MINI ROUNDABOUT, A DISTANCE OF 0.03 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 04-09012.50.

GEOGRAPHIC COORDINATES LATITUDE 37:42:43.00 LONGITUDE 85:52:45.00

ADT

PCN - DE04714302201

HSIP 9010 (440)

DOLPHIN DRIVE (CS 1430) / JOSALE DRIVE INTERSECTION CONSTRUCT MINI ROUNDABOUT, A DISTANCE OF 0.10 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 04-09012.20.

GEOGRAPHIC COORDINATES LATITUDE 37:42:40.00 LONGITUDE 85:50:15.00

ADT

COMPLETION DATE(S):

COMPLETED BY 10/31/2023

COMPLETED BY 10/31/2023

CONTRACT COMPLETE - SEE
SPECIAL NOTE

PROJECT 4-9017.00

COMPLETED BY 10/01/2022	PROJECT 4-9012.50
45 CALENDAR Days	PROJECT 4-9012.20
45 CALENDAR Days	PROJECT 4-9012.30
30 CALENDAR Days	PROJECT 4-9016.00
21 CALENDAR Days	PROJECT 4-9012.50
21 CALENDAR Days	PROJECT 4-9012.60
21 CALENDAR Days	PROJECT 4-9012.70

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

April 30, 2018

FEDERAL CONTRACT NOTES

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

- | | |
|--------------------------------|--|
| 102.02 Current 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.

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the 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 **signed and notarized** Affidavit of Subcontractor Payment (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 days of being paid by the Cabinet.

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

***** IMPORTANT *****

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

ASPHALT MIXTURE

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

DGA BASE

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

DGA BASE FOR SHOULDERS

Unless otherwise noted, the Department estimates the rate of application for DGA Base for Shoulders to be 115 lbs/sy per inch of depth. The Department will not measure necessary grading and/or shaping of existing shoulders prior to placing of DGA Base, but shall be incidental to the Contract unit price per ton for DGA Base.

Accept payment at the Contract unit price per ton as full compensation for all labor, materials, equipment, and incidentals for grading and/or shaping of existing shoulders and furnishing, placing, and compacting the DGA Base.

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.

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 NOTE FOR PIPELINE INSPECTION

1.0 DESCRIPTION. The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36 inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 VIDEO INSPECTION. Ensure pipe is clear of water, debris or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. When paving will not be delayed, take measurements 30 days or more after the completion of earthwork to within 1 foot of the finished subgrade. Notify the Engineer a minimum of 24 hours in advance of inspection and notify the Engineer immediately if distresses or locations of improper installation are logged.

2.1 INSPECTION FOR DEFECTS AND DISTRESSES

A) Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.

B) Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved inverts, and other anomalies not consistent with a properly installed pipe.

C) During the video inspection provide a continuous 360 degree pan of every pipe joint.

D) Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".

E) Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.

F) Record and submit all data on the TC 64-765 and TC 64-766 forms.

3.0 MANDREL TESTING. Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe, use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.

3.1 Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.

3.2 All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.

3.3 Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.

3.4 If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.

3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.

3.6 AASHTO Nominal Diameters and Maximum Deflection Limits.

Base Pipe Diameter (inches)	AASHTO Nominal Diameter (inches)	Max. Deflection Limit	
		5.0%	10.0%
		(inches)	
15	14.76	14.02	13.28
18	17.72	16.83	15.95
24	23.62	22.44	21.26
30	29.53	28.05	26.58
36	35.43	33.66	31.89
42	41.34	39.27	37.21
48	47.24	44.88	42.52
54	53.15	50.49	47.84
60	59.06	56.11	53.15

4.0 PHYSICAL MEASUREMENT OF PIPE DEFLECTION. Alternate method for deflection testing when there is available access or the pipe is greater than 36 inches in diameter, as per 4.1. Use a contact or non-contact distance instrument. A leveling device is recommended for establishing or verifying vertical and horizontal control.

4.1 Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter of the pipe as per Section 3.6. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). All measurements are to be taken from the inside crest of the corrugation. Take the D2 measurements at the most deflected portion of the pipe run in question and at intervals no greater than ten (10) feet through the run. Calculate the deflection as follows:

$$\% \text{ Deflection} = [(AASHTO \text{ Nominal Diameter} - D2) / AASHTO \text{ Nominal Diameter}] \times 100\%$$

Note: The Engineer may require that preset monitoring points be established in the culvert prior to backfilling. For these points the pre-installation measured diameter (D1) is measured and recorded. Deflection may then be calculated from the following formula:

$$\% \text{ Deflection} = [(D1 - D2) / D1] (100\%)$$

4.2 Record and submit all data.

5.0 DEDUCTION SCHEDULE. All pipe deductions shall be handled in accordance with the tables shown below.

FLEXIBLE PIPE DEFLECTION	
Amount of Deflection (%)	Payment
0.0 to 5.0	100% of the Unit Bid Price
5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾
10 or greater	Remove and Replace ⁽²⁾

⁽¹⁾ Provide Structural Analysis for HDPE and metal pipe. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price. ⁽²⁾ The Department may allow the pipe to remain in place with no pay to the Contractor in instances where it is in the best interest to the public and where the structural analysis demonstrates that the pipe should function adequately.

RIGID PIPE REMEDIATION TABLE PIPE	
Crack Width (inches)	Payment
≤ 0.1	100% of the Unit Bid Price
Greater than 0.1	Remediate or Replace ⁽¹⁾

⁽¹⁾ Provide the Department in writing a method for repairing the observed cracking. Do not begin work until the method has been approved.

6.0 PAYMENT. The Department will measure the quantity in linear feet of pipe to inspect. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24814EC	Pipeline Inspection	Linear Foot
10065NS	Pipe Deflection Deduction	Dollars

SPECIAL NOTE FOR NON-TRACKING TACK COAT

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

2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide a tack conforming to the following material requirements:

Property	Specification	Test Procedure
Viscosity, SFS, 77 ° F	20 – 100	AASHTO T 72
Sieve, %	0.3 max.	AASHTO T 59
Asphalt Residue ¹ , %	50 min.	AASHTO T 59
Oil Distillate, %	1.0 max.	AASHTO T 59
Residue Penetration, 77 ° F	0 - 30	AASHTO T 49
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	AASHTO T 315
Softening Point, ° F	149 min.	AASHTO T 53
Solubility, %	97.5 min.	AASHTO T 44

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

- 2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14” and 18” from the roadway.
 - 2.3. Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.
3. CONSTRUCTION.
 - 3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris on to the pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.

3.2 Non-tracking Tack Application. Placement of non-tracking tack is not permitted from October 1st to May 15th. When applying material, ensure the roadway temperature is a minimum of 40°F and rising. Prior to application, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 – 180 °F. After the initial heating, between 170 – 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. Increase material application rate if needed to achieve full coverage. Schedule the work so that, at the end of the day's production, all non-tracking tack is covered with the asphalt mixture. If for some reason the non-tracking tack cannot be covered by an asphalt mixture, ensure the non-tracking tack material is clean and reapply the non-tracking tack prior to placing the asphalt mixture. Do not heat material more than twice in one day.

3.3 Non-tracking Tack Certification. Furnish the tack certification to the Engineer stating the material conforms to all requirements herein prior to use.

3.4 Sampling and Testing. The Department will require a sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.

4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the non-tracking tack. The Department will consider all such items incidental to the non-tracking tack.
5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. Non-tracking tack will not be permitted for use from October 1st to May 15th. During this timeframe, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

Non-Tracking Tack Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Viscosity, SFS, 77 ° F	20 – 100	19 - 102	17 - 18	15 - 16	14	≤13
			103 - 105	106 - 107	108 - 109	≥ 110
Sieve, %	0.30 max.	≤ 0.40	0.41 - 0.50	0.51 - 0.60	0.61 - 0.70	≥ 0.71
Asphalt Residue, %	50 min.	≥49.0	48.5 – 48.9	48.0 – 48.4	47.5-47.9	≤ 47.4
Oil Distillate, %	1.0 max.	≤1.0	1.1-1.5	1.6 - 1.7	1.8-1.9	>2.0
Residue Penetration, 77 ° F.	30 max.	≤ 31	32 - 33	34 - 35	36 - 37	≥ 38
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	≥0.95	0.92 – 0.94	0.90 – 0.91	0.85 - 0.89	≤ 0.84
Softening Point, ° F	149 min.	≥145	142 - 144	140 - 141	138 - 139	≤ 137
Solubility, %	97.5 min.	≥ 97.0	96.8 – 96.9	96.6 – 96.7	96.4 – 96.5	≤ 96.3

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

Revised: May 23, 2022

SPECIAL NOTE FOR EXPERIMENTAL KYCT AND HAMBURG TESTING

1.0 General

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

2.0 Equipment

2.1 KYCT Testing Equipment. The Department will require a Marshall Test Press with digital recordation capabilities. Other CT testing equipment may be used for testing with prior approval by the Department.

2.2 Water Baths. One or more water baths will be required that can maintain a temperature of 77° +/- 1.8° F with a digital thermometer showing the water bath temperature. Also, one water bath shall have the ability to suspend gyratory specimen fully submerged in water in accordance with AASHTO T-166, current edition.

2.3 Hamburg Wheel Track Testing. The department encourages the use of the PTI APA/Hamburg Jr. test equipment to perform the loaded wheel testing. The Department will allow different equipment for the Hamburg testing, but the testing device must be approved by the Department prior to testing.

2.4 Gyratory Molds. Gyratory molds will be required to assist in the production of gyratory specimens in accordance with AASHTO T-312, current edition.

2.5 Ovens. Adequate (minimum of two ovens) will be required to accommodate the additional molds and asphalt mixture necessary to perform the acceptance testing as outlined in Section 402 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

2.6 Department Equipment. The Department will provide gyratory molds, PINE 850 Test Press with digital recordation, and CT testing equipment to assist during this experimental phase so data can be gathered. Hamburg test specimens will be submitted to the Division of Materials for testing on the PTI APA/Hamburg Jr if the asphalt contractor or district materials office does not have an approved Hamburg testing device.

3.0 Testing Requirements

3.1 Acceptance Testing. Perform all acceptance testing and aggregate gradation as according with Section 402 and Section 403 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

3.2 KYCT Testing. Perform crack resistance analysis (KYCT) in accordance with the current Kentucky Method for KYCT Index Testing during the mix design phase and during the plant production of all surface mixtures. For mix design approvals, submit KYCT results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for verification.

3.2.1 KYCT Frequency. Obtain an adequate sample of hot mix asphalt to ensure the acceptance testing, gradation, and KYCT gyratory samples can be fabricated and is representative of the bituminous mixture. Acceptance specimens shall be fabricated first, then immediately after, fabricate the KYCT samples with the gyratory compactor in accordance with Section 2.4 of this Special Note. Analysis of the KYCT specimens and gradation will be required one per subplot produced from the same asphalt material and at the same time as the acceptance specimen is sampled and tested.

3.2.2 Number of Specimens and Conditioning. Fabricate specimens in accordance with the Kentucky Method for KYCT Index Testing. Contrary to the method, for field specimens, fabricate a minimum of 3 and up to 6 test specimens. The specimens shall be compacted at the temperature in accordance with KM 64-411. KYCT mix design specimens shall be short-term conditioned uncovered for four hours at compaction temperature in accordance with KM 64-411. Contrary to the Kentucky Method, plant produced bituminous material shall be short-term conditioned immediately after sampling for two hours uncovered in the oven at compaction temperature in accordance with KM 64-411. Additionally, fabricated specimens shall be allowed to cool in air (fan is permissible) for 30 minutes +/- 5 minutes and conditioned in a 77 °F water bath for 30 minutes +/- 5 minutes. To ensure confidence and reliability of the test results provided by KYCT testing and Hamburg testing, reheating of the asphalt mixture is prohibited.

3.2.3 Record Times. For each subplot, record the time required between drying aggregates in the plant to KYCT specimen fabrication. The production time may vary due to the time that the bituminous material is held in the silo. Record the preconditioning time when the time exceeds the one-hour specimen cool down time as required in accordance with The Kentucky Method for KYCT Index Testing. The preconditioning time may exceed an hour if the technician is unable to complete the test on the same day or within the specified times as outlined in The Kentucky Method for KYCT Index Testing. The production time and the preconditioning time shall be recorded on the AMAW.

3.2.4 File Name. As according to section 7.12 of The Kentucky Method for KYCT Index Testing, save the filename with the following format: "CID_Approved Mix Number_Lot Number_Sublot Number_Date"

3.3 Hamburg Testing. Perform the rut resistance analysis (Hamburg) in accordance with AASTHO T-324, not to exceed 20,000 passes for all bituminous mixtures during the mix design phase and production. For mix design approvals, submit Hamburg results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for informational verification.

3.3.1 Hamburg Testing Frequency. Perform testing and analysis per lot of material. The plant produced bituminous material sampled for the Hamburg test does not have to be obtained at the same time as the acceptance and KYCT sample. If the Hamburg test sample is not obtained at the same time as the KYCT sample, determine the Maximum Specific Gravity of the KYCT sample in accordance with AASHTO T-209 coinciding with the Hamburg specimens.

3.3.2 Record Times. Record the production time as according to section 3.2.3 in this special note. Also record the time that the specimens were fabricated and the time the Hamburg testing was started. All times shall be recorded on the AMAW.

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

4.0 Data

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

5.0 Payment

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

June 15th, 2022

SPECIAL NOTE FOR SPRAY APPLIED THERMOPLASTIC PAVEMENT MARKING MATERIALS

I. DESCRIPTION

Except as provided herein, all work shall be performed in accordance with the Department’s Standard Specifications, Interim Supplemental Specifications, applicable Standard and Sepia Drawings, 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) Spray applied thermoplastic pavement marking materials with reflectorized glass beads for permanent applications

II. MATERIALS

- A. **DROP ON BEADS.** Use beads that will ensure the pavement marking material will meet retroreflectivity requirements. The Department will evaluate the beads as part of the marking system through retroreflectivity readings.
- B. **APPROVAL.** Select materials that conform to the composition and physical characteristic requirements below when evaluated in accordance with AASHTO T-250 or other test methods as cited. The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material from the date sampled.
- C. **Composition.** Use a maleic-modified glycerol ester resin (alkyd binder) to formulate the thermoplastic material. Ensure the pigment, pre-mix beads, and filler are uniformly dispersed in the resin. Use material that is free from all dirt and foreign material. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content.

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

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

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

Spray Applied Thermoplastic
Page 2 of 3

D. Physical Characteristics. For thermoplastic material heated for 4 hours at 425°F under agitation, conform to the following requirements.

a) **Color.** As determined with a spectrophotometer using D65 illuminant with a 45 degree entrance angle and 0 degree observation angle geometry.

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

b) **Set Time.** Use material that, when applied at a temperature range of 375 ± 25 °F and thickness of 60 ± 10 mils, sets to bear traffic in not more than 2 minutes when the air and road surface temperature is approximately ≥ 50 ± 3 °F, and not more than 10 minutes when the air and road surface temperature is approximately < 50 ± 3 °F.

c) **Softening Point.** Ensure that the thermoplastic material has a softening point of 180 ± 15 °F.

d) **Bond Strength.** Ensure that the bond strength of the thermoplastic material to concrete exceeds 180 psi.

e) **Cracking Resistance at Low Temperature.** Ensure that the thermoplastic material shows no cracks when observed from a distance exceeding one foot.

f) **Impact Resistance.** Ensure the impact resistance of the thermoplastic material is a minimum of 50 inch-pounds.

g) **Flash Point.** Use thermoplastic material that has a flash point not less than 475 °F.

E. PACKAGING. Package thermoplastic material in suitable 50 pound containers to which the material shall not adhere during shipment or storage. Include a label stating that the thermoplastic material is to be maintained with a temperature range of 350 – 400°F during application. Provide the thermoplastic material in granular form.

F. SHELF LIFE. Ensure that the thermoplastic material conforms to this section for a period of one year. Replace any thermoplastic material not conforming to the above requirements.

G. MANUFACTURER’S TESTING. Perform testing in accordance with AASHTO T-250 on a minimum of one composite sample per 10,000 pounds, or portion thereof, per lot of thermoplastic produced.

H. CERTIFICATION. Submit manufacturer’s certification stating conformance to the requirements of this section for each lot of extruded thermoplastic delivered for use on projects. Clearly state the manufacture, formulation identification, product name, color, date of manufacturer, total quantity of lot produced, actual quantity of thermoplastic material represented, sampling method utilized to obtain the samples, and required manufacturer’s testing data for each composite sample tested to represent each lot produced.

III. CONSTRUCTION METHODS

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

IV. METHOD OF MEASUREMENT

- A. **ACCEPTANCE AND PAYMENT.** The Department will accept spray applied thermoplastic materials based on compliance of the manufacturer’s certification and conformance of test results obtained by the Department to the requirements of this special note.

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

IV. BASIS OF PAYMENT

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

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

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

Special Note for Completion Date

4-9012.20

Construction shall be completed within 45 consecutive calendar days. Nighttime closures shall be permitted between 9:00 PM and 6:00 AM.

4-9012.30

Construction shall be completed within 45 consecutive calendar days. Nighttime work shall be permitted but complete closure shall not be permitted at any time.

4-9012.50

Construction shall be completed within 21 consecutive calendar days. Hours of construction shall be limited to between 7:00 AM and 8:00 PM. The intersection may be closed during the 21 days of construction. **Construction shall be complete by October 31, 2022.**

4-9012.60

Construction shall be completed within 21 consecutive calendar days and between the hours of 7:00 AM and 8:00 PM. Construction shall not be permitted during construction of the West Poplar Street and North Mantle Avenue Mini-Roundabout intersection. The intersection may be closed during the 21 days of construction.

4-9012.70

Construction shall be completed within 21 consecutive calendar days and between the hours of 7:00 AM and 8:00 PM. Construction shall not be permitted during construction of the West Poplar Street and Sycamore Street Mini-Roundabout intersection. The intersection may be closed during the 21 days of construction.

4-9016.00

Construction shall be completed within 30 consecutive calendar days. Intersection closure may be permitted except for the following dates: May 28, July 4, July 30, or August 27. Construction may begin March 15, 2023 and shall be completed by October 31, 2023.

4-9017


Construction on the roundabout may begin March 15, 2023 and shall be completed by October 31, 2023. The construction of the ramp onto the Western Kentucky Parkway may occur at any time, but completed by October 31, 2023.



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

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

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
4-9012.20		Hardin		FD52 047 1430 000-001		HSIP 9010 (440)	
PROJECT DESCRIPTION							
Mini roundabout at the intersection of Dolphin Drive and Josale Drive within the city of Elizabethtown							
<input type="checkbox"/> 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.							
<input checked="" type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)							
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)							
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)							
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		1	EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION		
Number of Parcels That Have Been Acquired							
Signed Deed		1					
Condemnation							
Signed ROE							
Notes/ Comments (Use Additional Sheet if necessary)							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name				Printed Name		Michael Price	
Signature				Signature		2022.01.14 13:32:14	
Date				Date		Michael Price -05'00'	
Right of Way Director				FHWA			
Printed Name				Printed Name			
Signature		 Digitally signed by Kelly R. Divine Date: 2022.01.14 15:07:39 -06'00'		Signature		No Signature Required as per FHWA-KYTC Current Stewardship Agreement	
Date				Date			

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES	TC 62-226 Rev. 01/2016 Page 1 of 1
RIGHT OF WAY CERTIFICATION		

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
4-9012.30		Hardin		FD52 047 1108 000-001		HSIP 9010 (441)	
PROJECT DESCRIPTION							

Mini roundabout at the intersection of Executive Drive and Commerce Drive within the city of Elizabethtown

No Additional Right of Way Required

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

Condition # 1 (Additional Right of Way Required and Cleared)

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

Condition # 2 (Additional Right of Way Required with Exception)



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

Condition # 3 (Additional Right of Way Required with Exception)

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

Total Number of Parcels on Project	2	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed	2		
Condemnation			
Signed ROE			

Notes/ Comments (Use Additional Sheet if necessary)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Michael Price
Signature		Signature	 2022.01.14 13:33:28
Date		Date	-05'00'
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature	 Digitally signed by Kelly R. Divine Date: 2022.01.14 15:06:34 -06'00'	Signature	No Signature Required as per FHWA-KYTC Current Stewardship Agreement
Date		Date	



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

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

<input type="checkbox"/>	Original	<input checked="" type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
04-9012.50		Hardin		FD52 047 1193 001-002		HSIP 9010 (442)	
PROJECT DESCRIPTION							
Construct a Mini Roundabout at the Intersection of Woodland Dr & Layman Ln							
<input type="checkbox"/> 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.							
<input checked="" type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)							
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)							
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)							
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		1	EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION		
Number of Parcels That Have Been Acquired							
Signed Deed		1			Check Delivered 7/2/2021		
Condemnation							
Signed ROE							
Notes/ Comments (Text is limited. Use additional sheet if necessary.)							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name				Printed Name		Michael Price	
Signature				Signature		2021.07.07	
Date				Date		Michael Price 08:56:37 -04'00'	
Right of Way Director				FHWA			
Printed Name				Printed Name		No Signature Required	
Signature		Digitally signed by Kelly R. Divine Date: 2021.07.07 08:35:39 -05'00'		Signature		as per FHWA-KYTC	
Date				Date		Current Stewardship Agreement	



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

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

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION
--	---	-----------------------------------

ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
04-9012.60	Hardin	12FO FD52 047 1010901R	HSIP 9010 (388)

PROJECT DESCRIPTION

Mini-roundabouts at various intersections within the city of Elizabethtown

No Additional Right of Way Required

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

Condition # 1 (Additional Right of Way Required and Cleared)

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

Condition # 2 (Additional Right of Way Required with Exception)

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

Condition # 3 (Additional Right of Way Required with Exception)

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

Total Number of Parcels on Project	3	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed	3		
Condemnation			
Signed ROE			

Notes/ Comments (Text is limited. Use additional sheet if necessary.)


LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Michael Price
Signature		Signature	<i>Michael Price</i> 2021.09.14
Date		Date	14:14:06 -04'00'
Right of Way Director		FHWA	
Printed Name		Printed Name	No Signature Required
Signature	<i>Kelly R. Divine</i>	Signature	as per FHWA-KYTC
Date	Digitally signed by Kelly R. Divine Date: 2021.09.14 15:51:25 -05'00'	Date	Current Stewardship Agreement



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

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

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
4-9012.70		Hardin		FD52 047 1068 000-001		HSIP 7873 (002)	
PROJECT DESCRIPTION							
Mini roundabout at the intersection of West Poplar Street and North Mantle Avenue within the city of Elizabethtown							
<input type="checkbox"/> 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.							
<input checked="" type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)							
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)							
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)							
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		2		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired							
Signed Deed		2					
Condemnation							
Signed ROE							
Notes/ Comments (Use Additional Sheet if necessary)							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name				Printed Name		Michael Price	
Signature				Signature		2022.01.14 13:30:16	
Date				Date		Michael Price -05'00'	
Right of Way Director				FHWA			
Printed Name				Printed Name			
Signature		 Digitally signed by Kelly R. Divine Date: 2022.01.14 15:08:43 -06'00'		Signature		No Signature Required as per FHWA-KYTC Current Stewardship Agreement	
Date				Date			



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

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

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
04-9016.00		Hardin		12FO FD52 047 1202001R		STPS 7872009	
PROJECT DESCRIPTION							
Mini-roundabouts at various intersections within the city of Elizabethtown							
<input type="checkbox"/> 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.							
<input checked="" type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)							
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)							
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)							
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		3		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired							
Signed Deed		3					
Condemnation							
Signed ROE							
Notes/ Comments (Text is limited. Use additional sheet if necessary.)							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name				Printed Name		Michael Price	
Signature				Signature		2021.09.14 14:11:32	
Date				Date		<i>Michael Price</i> -04'00'	
Right of Way Director				FHWA			
Printed Name				Printed Name		No Signature Required	
Signature		<i>Kelly R. Divine</i>		Signature		as per FHWA-KYTC	
Date		Digitally signed by Kelly R. Divine Date: 2021.09.14 15:54:41 -05'00'		Date		Current Stewardship Agreement	

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES	TC 62-226 Rev. 01/2016 Page 1 of 1
RIGHT OF WAY CERTIFICATION		

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)	
4-9017.00	Hardin	FD52 047 1136 009-011	HSIP 7861 (001)	
PROJECT DESCRIPTION				

Intersection improvements on US 31W Bypass, Milepoints 0 to 0.3, and KY 1136, Milepoints 9.8 to 10.1

No Additional Right of Way Required

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

Condition # 1 (Additional Right of Way Required and Cleared)

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

Condition # 2 (Additional Right of Way Required with Exception)

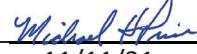

The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained,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

Condition # 3 (Additional Right of Way Required with Exception)

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

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

Notes/ Comments (Use Additional Sheet if necessary)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Michael Price
Signature		Signature	 2021.11.11 19:35:35 -05'00'
Date		Date	11/11/21
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature		Signature	
Date	Digitally signed by Kelly R. Divine Date: 2021.11.12 07:06:10 -06'00'	Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.020 TO 0.170
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF DOLPHIN DR & JOSALE DR(2020BOP)
ITEM NUMBER: 04-9012.20

PROJECT NOTES ON UTILITIES

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.

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

City of Elizabethtown - Sewer

Brandenburg Telephone Co. - Telephone

Comcast Communications - CATV

Nolin Rural Electric Cooperative Corp - Electric

Windstream Holdings II, LLC - Telephone

Hardin County Water District #2 – Water – Valve encasement located in SW quad of project may require height adjustment. Contact Hardin County Water District #2 for assistance if necessary.

Kentucky Utilities - Electric

Placeholder to Start Project - Communication

City of Elizabethtown Gas - Natural Gas

AT&T - Telephone

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

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.020 TO 0.170
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF DOLPHIN DR & JOSALE DR(2020BOP)
ITEM NUMBER: 04-9012.20

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Not Applicable

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

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

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement
 Rail Involved
 Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T - Telephone	1340 E John Rowan Blvd. Bardstown KY 40004	Scott Roche	5023484528	sr8832@att.com
Brandenburg Telephone Co. - Telephone	502 West Dixie Ave Elizabethtown KY 42702	Kyle Dalton	2709824466	kyle.dalton@brandenburgtel.com

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.020 TO 0.170
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF DOLPHIN DR & JOSALE DR(2020BOP)
ITEM NUMBER: 04-9012.20

City of Elizabethtown - Sewer	200 West Dixie Avenue Elizabethtown KY 42702	Michael Page	2702680438	michael.page@elizabethtownky.gov
City of Elizabethtown Gas - Natural Gas	200 West Dixie Ave. Elizabethtown KY 42701	Matthew Hobbs	2702682288	matthew.hobbs@elizabethtownky.gov
Comcast Communications - CATV	2919 Ring Road Elizabethtown KY 42701	Stephen Gaddie	2704011543	Stephen_Gaddie@comcast.com
Hardin County Water District #2 - Water	360 Ring Road Elizabethtown KY 42701	Forrest Pollock	2703079744	fpollock@hcwd2.org
Kentucky Utilities - Electric	820 West Broadway Louisville KY 40202	Caroline Justice	5026273708	caroline.justice@lge-ku.com
Nolin Rural Electric Cooperative Corp - Electric	411 Ring Rd. Elizabethtown KY 42701	Jeremy Jones	2707656153	jjones@nolinrecc.com
Placeholder to Start Project - Communication	200 Mero Street Frankfort Ky 40622	Jennifer McCleve	5027824944	jennifer.mccleve@ky.gov
Windstream Holdings II, LLC - Telephone	111 South Main Street Elizabethtown KY 42701	Steve Johnson	8593576209	steve.johnson@windstream.com

UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.000 TO 0.200
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF COMMERCE DR & EXECUTIVE
DR(2020BOP)
ITEM NUMBER: 04-9012.30**

PROJECT NOTES ON UTILITIES

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). 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.

Disclaimer

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

KY811 BUD

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

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.000 TO 0.200
**CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF COMMERCE DR & EXECUTIVE
DR(2020BOP)**
ITEM NUMBER: 04-9012.30

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

Windstream Holdings II, LLC - Telephone

City of Elizabethtown Sewer - Sewer

Hardin County Water District #2 – Water – Contact HC#2 regarding adjustment of valves indicated on plans.

City of Elizabethtown Gas - Natural Gas

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

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Not Applicable

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Nolin Rural Electric Cooperative Corp – Electric – Nolin will be installing a flush mountable vault in the NW quad (Burger King). Location shown in Nolin Relocation plan available via Supplemental Folder.

Completion Date 12/31/22

Windstream Holdings II, LLC – Telephone – Windstream to adjust facilities on Commerce Dr. at approximate station 602+40, at NW quad (Burger King), and Executive Dr. at approximate station 7+50.

Completion date 12/31/22

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

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.000 TO 0.200
**CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF COMMERCE DR & EXECUTIVE
DR(2020BOP)**
ITEM NUMBER: 04-9012.30

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement Rail Involved Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
City of Elizabethtown Gas - Natural Gas	200 West Dixie Ave. Elizabethtown KY 42701	Matthew Hobbs	2702682288	matthew.hobbs@elizabethtownky.gov
City of Elizabethtown Sewer - Sewer	200 West Dixie Avenue Elizabethtown KY 42702	Michael Page	2707656121	michael.page@elizabethtownky.gov
Hardin County Water District #2 - Water	360 Ring Road Elizabethtown KY 42701	Forrest Pollock	2703079744	fpollock@hcwd2.org
Nolin Rural Electric Cooperative Corp - Electric	411 Ring Rd. Elizabethtown KY 42701	Jeremy Jones	2707656153	jjones@nolinrecc.com
Placeholder to Start Project - Communication	200 Mero Street Frankfort Ky 40622	Jennifer McCleve	5027824944	jennifer.mccleve@ky.gov
Windstream Holdings II, LLC - Telephone	111 South Main Street Elizabethtown KY 42701	Steve Johnson	8593576209	steve.johnson@windstream.com

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 1.098 TO 1.190
**CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WOODLAND DR & LAYMAN
LN(2020BOP)**
ITEM NUMBER: 04-9012.50

PROJECT NOTES ON UTILITIES

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

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

Comcast Communications - CATV

Hardin County Water District #2 – Water – Valve adjustment noted on plans at SW Quad. DND hydrant and valve noted on plans at NW Quad.

City of Elizabethtown - Sewer

Brandenburg Telephone Co. – Telephone – DND pole noted on plans at NW Quad.

City of Elizabethtown Gas - Natural Gas – Potholed location shown on plans NW Quad & pipe sheets.

Kentucky Utilities - Electric

Windstream Holdings II, LLC – Telephone – Manhole lid adjustment noted on plans on Hill St. Contact Travis Roberts. DND Pole & Crossbox at SE Quad noted on plans

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

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 1.098 TO 1.190
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WOODLAND DR & LAYMAN LN(2020BOP)
ITEM NUMBER: 04-9012.50

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

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

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement
 Rail Involved
 Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Brandenburg Telephone Co. - Telephone	502 West Dixie Ave Elizabethtown KY 42702	Kyle Dalton	2709824466	kyle.dalton@brandenburgtel.com
City of Elizabethtown - Sewer	200 West Dixie Avenue Elizabethtown KY 42702	Michael Page	2702680438	michael.page@elizabethtownky.gov

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 1.098 TO 1.190
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WOODLAND DR & LAYMAN LN(2020BOP)
ITEM NUMBER: 04-9012.50

City of Elizabethtown Gas - Natural Gas	200 West Dixie Ave. Elizabethtown KY 42701	Matthew Hobbs	2702682288	matthew.hobbs@elizabethtownky.gov
Comcast Communications - CATV	2919 Ring Road Elizabethtown KY 42701	Stephen Gaddie	2704011543	Stephen_Gaddie@comcast.com
Hardin County Water District #2 - Water	360 Ring Road Elizabethtown KY 42701	Forrest Pollock	2703079744	fpollock@hcwd2.org
Kentucky Utilities - Electric	820 W. Broadway Louisville KY 40202	Caroline Justice	5026273708	Caroline.Justice@lge-ku.com
Windstream Holdings II, LLC - Telephone	111 South Main Street Elizabethtown KY 42701	Steve Johnson or Travis Roberts	8593576209 2707484851	steve.johnson@windstream.com travis.roberts2@windstream.com

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.774 TO 0.844
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WEST POPLAR ST & SYCAMORE
ST.(2020BOP)
ITEM NUMBER: 04-9012.60

PROJECT NOTES ON UTILITIES

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). 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.

Disclaimer

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

KY811 BUD

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

Hardin County
 OHSIP9010388
 FD52 047 1010901U
 Mile point: 0.774 TO 0.844
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WEST POPLAR ST & SYCAMORE ST.(2020BOP)
 ITEM NUMBER: 04-9012.60

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

City of Elizabethtown Gas - Natural Gas

Hardin County Water District #2 – Water – HC#2 indicates the Hydrant to be relocated in the east quadrant can be reused. HC#2 inspector MUST BE PRESENT during relocation. Contact the water district 2 weeks in advance to schedule the relocation. Contact the district regarding the adjustment of any valves indicated on plans.

Comcast Communications - CATV

Nolin Rural Electric Cooperative Corp - Electric

Brandenburg Telephone Co. - Telephone

AT&T - KY - Communication

Windstream Holdings II, LLC - Communication

Kentucky Utilities - Electric

City of Elizabethtown Sewer - Sewer

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

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Not Applicable

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

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

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.774 TO 0.844
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WEST POPLAR ST & SYCAMORE ST.(2020BOP)
ITEM NUMBER: 04-9012.60

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement
 Rail Involved
 Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T - KY - Communication	1340 E. John Rowan Blvd Bardstown KY 40004	Scott Roche	5023484528	sr8832@att.com
Brandenburg Telephone Co. - Telephone	502 West Dixie Ave Elizabethtown KY 42702	Kyle Dalton	2709824466	kyle.dalton@brandenburgtel.com
City of Elizabethtown Gas - Natural Gas	200 West Dixie Ave. Elizabethtown KY 42701	Matthew Hobbs	2702682288	matthew.hobbs@elizabethtownky.gov
City of Elizabethtown Sewer - Sewer	200 West Dixie Avenue Elizabethtown KY 42702	Michael Page	2707656121	michael.page@elizabethtownky.gov
Comcast Communications - CATV	2919 Ring Road Elizabethtown KY 42701	Stephen Gaddie	2704011543	Stephen_Gaddie@comcast.com
Hardin County Water District #2 - Water	360 Ring Road Elizabethtown KY 42701	Forrest Pollock	2703079744	fpollock@hcwd2.org

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.774 TO 0.844
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WEST POPLAR ST & SYCAMORE
ST.(2020BOP)
ITEM NUMBER: 04-9012.60

Kentucky Utilities - Electric	820 W. Broadway Louisville KY 40202	Caroline Justice	5026273708	Caroline.Justice@lge-ku.com
Nolin Rural Electric Cooperative Corp - Electric	411 Ring Rd. Elizabethtown KY 42701	Jeremy Jones	2707656153	jjones@nolinrecc.com
Windstream Holdings II, LLC - Communication	130 West New Circle Road Lexington KY 40505	Steve Johnson	8593576209	steve.johnson@windstream.com

UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.704 TO 0.744
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WEST POPLAR ST & NORTH MANTLE
AVE (2020BOP)
ITEM NUMBER: 04-9012.70**

PROJECT NOTES ON UTILITIES

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). 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.

Disclaimer

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

KY811 BUD

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

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.704 TO 0.744
**CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WEST POPLAR ST & NORTH MANTLE
AVE (2020BOP)**
ITEM NUMBER: 04-9012.70

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

City of Elizabethtown Sewer - Sewer

City of Elizabethtown Gas - Natural Gas

Hardin County Water District #2 – Water – Contact HC#2 regarding adjustment of valves indicated on plans.

AT&T - KY - Communication

Windstream Holdings II, LLC - Communication

Nolin Rural Electric Cooperative Corp - Electric

Comcast Communications - CATV

Kentucky Utilities - Electric

Brandenburg Telephone Co. - Telephone

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

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Not Applicable

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

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

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.704 TO 0.744
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WEST POPLAR ST & NORTH MANTLE
AVE (2020BOP)
ITEM NUMBER: 04-9012.70

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement
 Rail Involved
 Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T - KY - Communication	1340 E. John Rowan Blvd Bardstown KY 40004	Scott Roche	5023484528	sr8832@att.com
Brandenburg Telephone Co. - Telephone	502 West Dixie Ave Elizabethtown KY 42702	Kyle Dalton	2709824466	kyle.dalton@brandenburgtel.com
City of Elizabethtown Gas - Natural Gas	200 West Dixie Ave. Elizabethtown KY 42701	Matthew Hobbs	2702682288	matthew.hobbs@elizabethtownky.gov
City of Elizabethtown Sewer - Sewer	200 West Dixie Avenue Elizabethtown KY 42702	Michael Page	2707656121	michael.page@elizabethtownky.gov
Comcast Communications - CATV	2919 Ring Road Elizabethtown KY 42701	Stephen Gaddie	2704011543	Stephen_Gaddie@comcast.com

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OHSIP9010388
FD52 047 1010901U
Mile point: 0.704 TO 0.744
CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF WEST POPLAR ST & NORTH MANTLE
AVE (2020BOP)
ITEM NUMBER: 04-9012.70

Hardin County Water District #2 - Water	360 Ring Road Elizabethtown KY 42701	Forrest Pollock	2703079744	fpollock@hcwd2.org
Kentucky Utilities - Electric	820 W. Broadway Louisville KY 40202	Caroline Justice	5026273708	Caroline.Justice@lge-ku.com
Nolin Rural Electric Cooperative Corp - Electric	411 Ring Rd. Elizabethtown KY 42701	Jeremy Jones	2707656153	jjones@nolinrecc.com
Windstream Holdings II, LLC - Communication	130 West New Circle Road Lexington KY 40505	Steve Johnson	8593576209	steve.johnson@windstream.com

UTILITIES AND RAIL CERTIFICATION NOTE

<p style="text-align: center;">Hardin County OSTPS7872009 FD52 047 1202001U Mile point: 0.000 TO 1.458</p> <p style="text-align: center;">OVERLAY AND RESTRIPE KY 251 TO CONVERT FROM A 4 LANE SECTION TO A 3 LANE SECTION BETWEEN W DIXIE AVE AND PEAR ORCHARD RD AND CONSTRUCT MINI ROUNDABOUTS ALONG KY 251 AT THE INTERSECTIONS WITH W POPLAR ST, BEECH ST, PANTHER LN, AND PEAR ORCHARD RD (2020BOP)</p> <p style="text-align: center;">ITEM NUMBER: 04-9016.00</p>
--

PROJECT NOTES ON UTILITIES

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). 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.

Disclaimer

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

KY811 BUD

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

Hardin County
OSTPS7872009
FD52 047 1202001U
Mile point: 0.000 TO 1.458

**OVERLAY AND RESTRIPE KY 251 TO CONVERT FROM A 4 LANE SECTION TO A 3 LANE SECTION
BETWEEN W DIXIE AVE AND PEAR ORCHARD RD AND CONSTRUCT MINI ROUNDABOUTS ALONG KY
251 AT THE INTERSECTIONS WITH W POPLAR ST, BEECH ST, PANTHER LN, AND PEAR ORCHARD RD
(2020BOP)**

ITEM NUMBER: 04-9016.00

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

Comcast Communications - CATV

Kentucky Communications Network Authority - Communication – Underground facilities located along the south quadrant at the Ky 251 & W Poplar Intersection

City of Elizabethtown Gas - Natural Gas

Brandenburg Telephone Co. - Telephone

City of Elizabethtown Sewer - Sewer

Nolin Rural Electric Cooperative Corp - Electric

Hardin County Water District #2 – Water – Contact HC#2 regarding any valve adjustments indicated on plans.

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

**THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE
PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION**

Windstream Holdings II, LLC – Telephone – Relocation plans available via Supplemental Folder.

Completion date 12/31/22

Kentucky Utilities - Electric - Relocation plans available via Supplemental Folder. **Completion date 12/31/22**

Comcast Communications – CATV – Relocate aerial cable along Windstream and KU route. **Completion date 1/31/23**

Brandenburg Telephone Co. – Telephone - Relocate aerial cable along Windstream and KU route. **Completion date 1/31/23**

Hardin County Water District #2 – Water – HC#2 waterline permit project at Ky 251 & Poplar intersection. Water meter on P29 to be relocated and service lowered in conjunction with the permit project. Plans available via Supplemental Folder. **Completion date 12/31/22**

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OSTPS7872009
FD52 047 1202001U
Mile point: 0.000 TO 1.458
OVERLAY AND RESTRIPE KY 251 TO CONVERT FROM A 4 LANE SECTION TO A 3 LANE SECTION
BETWEEN W DIXIE AVE AND PEAR ORCHARD RD AND CONSTRUCT MINI ROUNDABOUTS ALONG KY
251 AT THE INTERSECTIONS WITH W POPLAR ST, BEECH ST, PANTHER LN, AND PEAR ORCHARD RD
(2020BOP)
ITEM NUMBER: 04-9016.00

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

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

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement
 Rail Involved
 Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Brandenburg Telephone Co. - Telephone	502 West Dixie Ave Elizabethtown KY 42702	Kyle Dalton	2709824466	kyle.dalton@brandenburgtel.com
City of Elizabethtown Gas - Natural Gas	200 West Dixie Ave. Elizabethtown KY 42701	Matthew Hobbs	2702682288	matthew.hobbs@elizabethtownky.gov

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OSTPS7872009
FD52 047 1202001U
Mile point: 0.000 TO 1.458

**OVERLAY AND RESTRIPE KY 251 TO CONVERT FROM A 4 LANE SECTION TO A 3 LANE SECTION
 BETWEEN W DIXIE AVE AND PEAR ORCHARD RD AND CONSTRUCT MINI ROUNDABOUTS ALONG KY
 251 AT THE INTERSECTIONS WITH W POPLAR ST, BEECH ST, PANTHER LN, AND PEAR ORCHARD RD
 (2020BOP)**

ITEM NUMBER: 04-9016.00

City of Elizabethtown Sewer - Sewer	200 West Dixie Avenue Elizabethtown KY 42702	Michael Page	2707656121	michael.page@elizabethtownky.gov
Comcast Communications - CATV	2919 Ring Road Elizabethtown KY 42701	Stephen Gaddie	2704011543	Stephen_Gaddie@comcast.com
Hardin County Water District #2 - Water	360 Ring Road Elizabethtown KY 42701	Forrest Pollock	2703079744	fpollock@hcwd2.org
Kentucky Communications Network Authority - Communication	2008 Mercer Road Lexington KY 40511	Roger Castle	8592295403	roger.castle@ledcor.com
Kentucky Utilities - Electric	820 W. Broadway Louisville KY 40202	Caroline Justice	5026273708	Caroline.Justice@lge-ku.com
Nolin Rural Electric Cooperative Corp - Electric	411 Ring Rd. Elizabethtown KY 42701	Jeremy Jones	2707656153	jjones@nolinrecc.com
Windstream Holdings II, LLC - Telephone	111 South Main Street Elizabethtown KY 42701	Steve Johnson	8593576209	steve.johnson@windstream.com

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
 OSTPS7861001
 FD52 047 1202101D
 Mile point: 9.751 TO 10.123
CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF KY 1136 & US 31W BYPASS. (2020BOP)
 ITEM NUMBER: 04-9017.00

PROJECT NOTES ON UTILITIES

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

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

Brandenburg Telephone Co. – Telephone – Overhead crossing over 31W Bypass – Not affected.

Hardin County Water District #2 – Water – Crossing at US31W Bypass Sta 503+45 & Ky 1136 Station Sta. 17+50. Use caution in these areas.

City of Elizabethtown Sewer – Sewer – 2” force main located by As-built construction drawings as depicted on plans near Ky 1136 Sta. 18+00. Use extreme caution in this area.

City of Elizabethtown Gas - Natural Gas – Crossing under Sta 500+90 (field approach) and Ky 1136 Sta 22+20. Use caution in these areas.

Windstream Holdings II, LLC – Communication – Located outside of disturb limits near control access fence on west side of Ky 1136.

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

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OSTPS7861001
FD52 047 1202101D
Mile point: 9.751 TO 10.123
CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF KY 1136 & US 31W BYPASS. (2020BOP)
ITEM NUMBER: 04-9017.00

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Kentucky Utilities - Electric – Contact Josh Hawkins, 502-333-6654, Joshua.hawkins@lge-ku.com.

Needs 30 days notice to schedule removal of Street lights.

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

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement Rail Involved Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Brandenburg Telephone Co. - Telephone	502 West Dixie Ave Elizabethtown KY 42702	Kyle Dalton	2709824466	kyle.dalton@brandenburgtel.com
City of Elizabethtown Gas - Natural Gas	200 West Dixie Ave. Elizabethtown KY 42701	Matthew Hobbs	2702682288	matthew.hobbs@elizabethtownky.gov
City of Elizabethtown Sewer - Sewer	200 West Dixie Avenue Elizabethtown KY 42702	Michael Page	2707656121	michael.page@elizabethtownky.gov

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County
OSTPS7861001
FD52 047 1202101D
Mile point: 9.751 TO 10.123
CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF KY 1136 & US 31W BYPASS. (2020BOP)
ITEM NUMBER: 04-9017.00

Hardin County Water District #2 - Water	360 Ring Road Elizabethtown KY 42701	Forrest Pollock	2703079744	fpollock@hcwd2.org
Kentucky Utilities - Electric	820 W. Broadway Louisville KY 40202	Caroline Justice	5026273708	Caroline.Justice@lge-ku.com
Windstream Holdings II, LLC - Communication	111 South Main Street Elizabethtown KY 42701	Steve Johnson	8593576209	steve.johnson@windstream.com

KyTC BMP Plan for Project CID ## - #####



Kentucky Transportation Cabinet

Highway District __ (1)

And

_____ (2), Construction

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

Groundwater protection plan

For Highway Construction Activities

For

**CONSTRUCTION OF A ROUNDABOUT AT THE
INTERSECTION OF KY 1136 & US 31W BYPASS.**

Project: CID ## - #####

KyTC BMP Plan for Project CID ## -

Project information

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

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

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) (1)
KY 1136 @ US31W
6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss (1)
37.676111
-85.859444
7. County (project mid-point) (1)
Hardin
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project CID ## -

A. Site description:

1. Nature of Construction Activity (from letting project description) (1)

CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF KY 1136 & US 31W BYPASS.
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved (1)
2184 CY
4. Estimate of total project area (acres) (1)
1.31 Acres
5. Estimate of area to be disturbed (acres) (1)
1.31 Acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.(1)
7. Data describing existing soil condition (1) & (2)
The existing Soil is roadway embankment
8. Data describing existing discharge water quality (if any) (1) & (2)
None exists
9. Receiving water name (1)
Valley Spring Creek
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
No TMDLS have been developed for these receiving waters

KyTC BMP Plan for Project CID ## -

11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

12. Potential sources of pollutants:

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

B. Sediment and Erosion Control Measures:

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

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

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as “Do Not Disturb” until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP’s

KyTC BMP Plan for Project CID ## -

shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.

3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:

- Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
- At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods

KyTC BMP Plan for Project CID ## -

- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : No permanent BMPs are being proposed.

C. Other Control Measures

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

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

KyTC BMP Plan for Project CID ## -

will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

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

4. Spill Prevention

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

➤ **Good Housekeeping:**

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

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

➤ **Hazardous Products:**

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

KyTC BMP Plan for Project CID ## -

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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

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

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas

KyTC BMP Plan for Project CID ## -

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

➤ **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1)

KyTC BMP Plan for Project CID ## -

E. Maintenance

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

F. Inspections

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

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

KyTC BMP Plan for Project CID ## -

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

G. Non – Storm Water discharges

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

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

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

KyTC BMP Plan for Project CID ## -

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

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

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

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

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

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

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

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

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

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

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job

KyTC BMP Plan for Project CID ## -

function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.

- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

KyTC BMP Plan for Project CID ## - #####

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 name² signature

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

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

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

KyTC BMP Plan for Project CID ## - ####

Sub-Contractor Certification

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

Subcontractor

- Name:
- Address:
- Address:

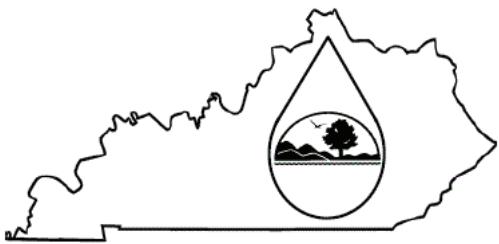
- Phone:

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

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

Signed _____ title _____, _____
Typed or printed name¹ signature

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

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

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

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

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

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

SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)

Company Name:(✓) <input type="text" value="KYTC District 4"/>	First Name:(✓) <input type="text" value="Paul"/>	M.I.: <input type="text" value="MI"/>	Last Name:(✓) <input type="text" value="Sanders"/>
Mailing Address:(*) <input type="text" value="634 East Dixie Ave"/>	City:(*) <input type="text" value="Elizabethtown"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="42701"/>
eMail Address:(*) <input type="text" value="Paul.Sanders@ky.gov"/>	Business Phone:(*) <input type="text" value="270-766-5066"/>	Alternate Phone: <input type="text" value="Phone"/>	

SECTION II -- GENERAL SITE LOCATION INFORMATION

Project Name:(*) <input type="text" value="CID 22-XXXX - CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTI"/>	Status of Owner/Operator(*) <input type="text" value="State Government"/>	SIC Code(*) <input type="text" value="1611 Highway and Street Const"/>
Company Name:(✓) <input type="text" value="KYTC District 4"/>	First Name:(✓) <input type="text" value="Paul"/>	M.I.: <input type="text" value="MI"/>
Last Name:(✓) <input type="text" value="Sanders"/>		
Site Physical Address:(*) <input type="text" value="KY 1136 @ US31W Bypass"/>		
City:(*) <input type="text" value="Elizabethtown"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="42701"/>
County:(*) <input type="text" value="Hardin"/>	Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) <input type="text" value="37.676111"/>	Longitude(decimal degrees)(*) <input type="text" value="-85.859444"/>

SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION

Project Description:(*)

a. For single projects provide the following information

Total Number of Acres in Project:(√) <input type="text" value="1.31"/>	Total Number of Acres Disturbed:(√) <input type="text" value="1.31"/>
Anticipated Start Date:(√) <input type="text"/>	Anticipated Completion Date:(√) <input type="text"/>

b. For common plans of development provide the following information

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

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

+	Company Name

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

Discharge Point(s):

	Unnamed Tributary?	Latitude	Longitude	Receiving Water Name	Delete
1	No	37.675956	-85.859619	Valley Spring Creek	Delete
2	No	37.676321	-85.85936	Valley Spring Creek	Delete
3	No	37.677338	-85.858469	Valley Spring Creek	Delete
4	No	37.677376	-85.857812	Valley Spring Creek	Delete
5	No	37.675905	-85.858949	Valley Spring Creek	Delete
6	No	37.675752	-85.85901	Valley Spring Creek	Delete
+					

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

Name of MS4: <input type="text" value="City of Elizabethtown-ELIZABETHTOWN"/>																																	
Date of application/notification to the MS4 for construction site permit coverage: <input type="text" value="Date"/>	Discharge Point(s):(*) <table border="1" style="width:100%"> <thead> <tr> <th></th> <th>Latitude</th> <th>Longitude</th> <th>Delete</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>37.675956</td> <td>-85.859619</td> <td>Delete</td> </tr> <tr> <td>2</td> <td>37.676321</td> <td>-85.85936</td> <td>Delete</td> </tr> <tr> <td>3</td> <td>37.677338</td> <td>-85.858469</td> <td>Delete</td> </tr> <tr> <td>4</td> <td>37.677376</td> <td>-85.857812</td> <td>Delete</td> </tr> <tr> <td>5</td> <td>37.675905</td> <td>-85.858949</td> <td>Delete</td> </tr> <tr> <td>6</td> <td>37.675752</td> <td>-85.85901</td> <td>Delete</td> </tr> <tr> <td colspan="4">+</td> </tr> </tbody> </table>		Latitude	Longitude	Delete	1	37.675956	-85.859619	Delete	2	37.676321	-85.85936	Delete	3	37.677338	-85.858469	Delete	4	37.677376	-85.857812	Delete	5	37.675905	-85.858949	Delete	6	37.675752	-85.85901	Delete	+			
	Latitude	Longitude	Delete																														
1	37.675956	-85.859619	Delete																														
2	37.676321	-85.85936	Delete																														
3	37.677338	-85.858469	Delete																														
4	37.677376	-85.857812	Delete																														
5	37.675905	-85.858949	Delete																														
6	37.675752	-85.85901	Delete																														
+																																	

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

Will the project require construction activities in a water body or the riparian zone?: (*)	<input type="text" value="No"/>
If Yes, describe scope of activity: (√)	<input type="text" value="describe scope of activity"/>
Is a Clean Water Act 404 permit required?:(*)	<input type="text"/>

Is a Clean Water Act 401 Water Quality Certification required?:(*)		<input type="text"/>	
SECTION VII -- NOI PREPARER INFORMATION			
First Name:(*) <input type="text" value="Joseph"/>	M.I.: <input type="text" value="MI"/>	Last Name:(*) <input type="text" value="Ferguson"/>	Company Name:(*) <input type="text" value="KYTC District 4"/>
Mailing Address:(*) <input type="text" value="634 East Dixie Ave"/>	City:(*) <input type="text" value="Elizabethtown"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="42701"/>
eMail Address:(*) <input type="text" value="joseph.ferguson@ky.gov"/>	Business Phone:(*) <input type="text" value="2707665066"/>	Alternate Phone: <input type="text" value="Phone"/>	
SECTION VIII -- ATTACHMENTS			
Facility Location Map:(*)	<input type="button" value="Upload file"/>		
Supplemental Information:	<input type="button" value="Upload file"/>		
SECTION IX -- CERTIFICATION			
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
Signature:(*) <input type="text" value="Signature"/>	Title:(*) <input type="text" value="Chief District Engineer"/>		
First Name:(*) <input type="text" value="Paul"/>	M.I.: <input type="text" value="MI"/>	Last Name:(*) <input type="text" value="Sanders"/>	
eMail Address:(*) <input type="text" value="paul.sanders@ky.gov"/>	Business Phone:(*) <input type="text" value="2707665066"/>	Alternate Phone: <input type="text" value="Phone"/>	Signature Date:(*) <input type="text" value="Date"/>
<input type="button" value="Click to Save Values for Future Retrieval"/> <input type="button" value="Click to Submit to EEC"/>			

SPECIAL NOTE

Filing of eNOI for KPDES Construction Stormwater Permit

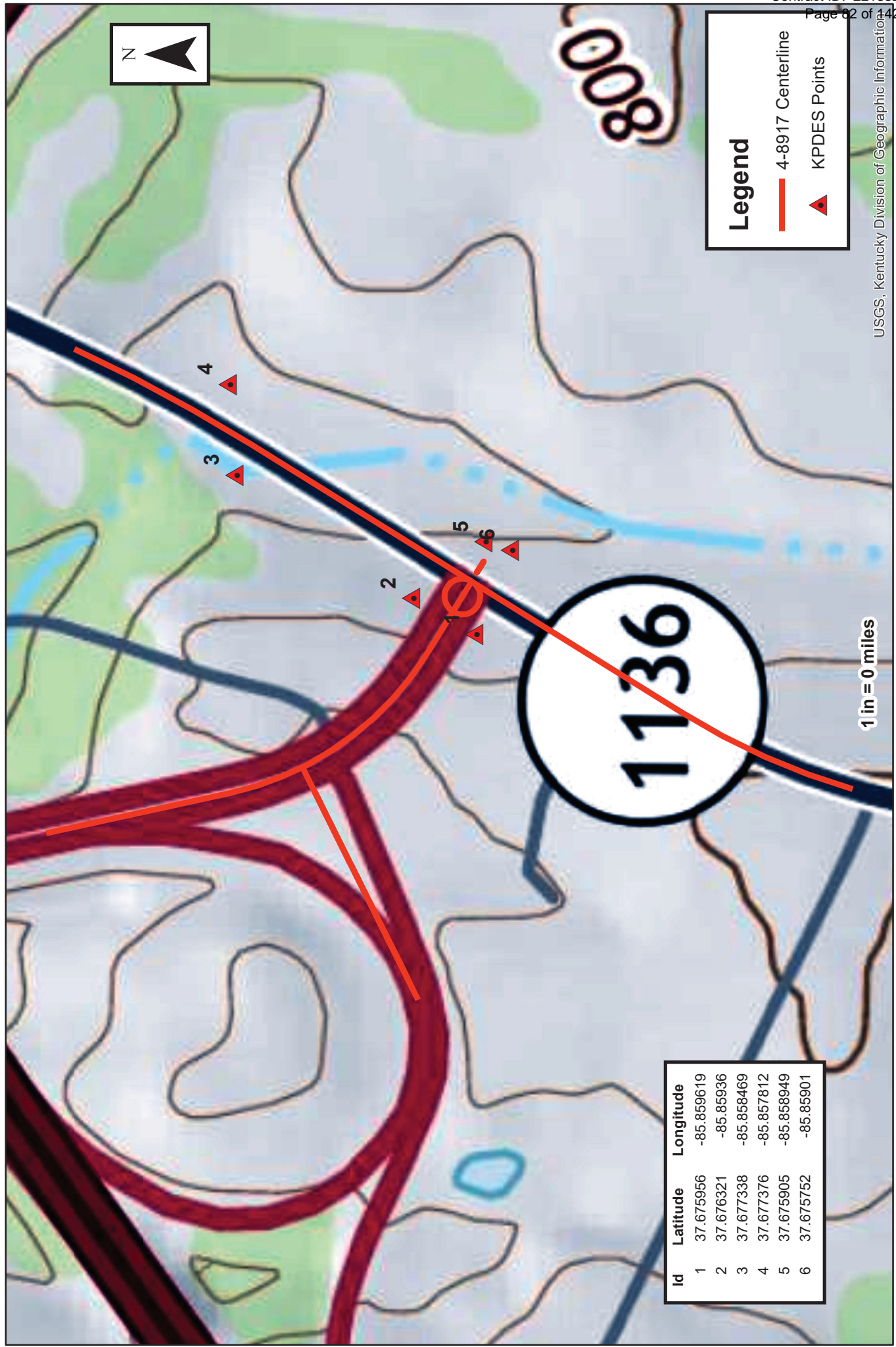
County: Hadin **Route:** KY 1136 @ US 31W
Item No.: 4-9017 **KDOW Submittal ID:** e4beaa27-
5fde-4ac8-9715-d734d4f8fe01

Project Description: CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF KY 1136 & US 31W BYPASS.

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

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

4-9017 - Improve Congestion at US 31W Bypass and KY 1136



MATERIAL SUMMARY

CONTRACT ID: 221332

047GR22D032-HSIP

DE04702512232

KY 251 CONSTRUCT MINI-ROUNDBABOUTS AT VARIOUS LOCATIONS ASPHALT SURFACE WITH GRADE & DRAIN, A DISTANCE OF 1.68 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
1215	00001	DGA BASE	1,000.00	TON
1220	00214	CL3 ASPH BASE 1.00D PG64-22	40.00	TON
1225	00388	CL3 ASPH SURF 0.38B PG64-22	3,382.00	TON
1230	01792	ADJUST MANHOLE	2.00	EACH
1235	01810	STANDARD CURB AND GUTTER	1,561.00	LF
1240	01885	LIP HEADER CURB	3,273.00	LF
1245	01904	REMOVE CURB	179.00	LF
1250	02014	BARRICADE-TYPE III	15.00	EACH
1255	02015	CEMENT CONCRETE ISLAND	1,694.00	SQYD
1260	02200	ROADWAY EXCAVATION	500.00	CUYD
1265	02545	CLEARING AND GRUBBING - (0.1 ACRE 4-9016.00)	1.00	LS
1270	02555	CONCRETE-CLASS B	200.00	CUYD
1275	02562	TEMPORARY SIGNS	263.00	SQFT
1280	02650	MAINTAIN & CONTROL TRAFFIC - (4-9016.00)	1.00	LS
1285	02676	MOBILIZATION FOR MILL & TEXT - (4-9016.00)	1.00	LS
1290	02677	ASPHALT PAVE MILLING & TEXTURING	3,382.00	TON
1295	02720	SIDEWALK-4 IN CONCRETE	859.00	SQYD
1300	02726	STAKING - (4-9016.00)	1.00	LS
1305	03425	ADJUST WATER VALVE	1.00	EACH
1310	05950	EROSION CONTROL BLANKET	500.00	SQYD
1315	05963	INITIAL FERTILIZER	.80	TON
1320	05964	MAINTENANCE FERTILIZER	.80	TON
1325	05992	AGRICULTURAL LIMESTONE	1.20	TON
1330	06406	SBM ALUM SHEET SIGNS .080 IN	697.00	SQFT
1335	06410	STEEL POST TYPE 1	1,050.00	LF
1340	06514	PAVE STRIPING-PERM PAINT-4 IN	33,884.00	LF
1345	06546	PAVE STRIPING-THERMO-12 IN W	178.00	LF
1350	06566	PAVE MARKING-THERMO X-WALK-12 IN	2,156.00	LF
1355	06570	PAVE MARKING-PAINT CROSS-HATCH	4,584.00	SQFT
1360	06574	PAVE MARKING-THERMO CURV ARROW	22.00	EACH
1365	06578	PAVE MARKING-THERMO MERGE ARROW	3.00	EACH
1370	20550ND	SAWCUT PAVEMENT	6,000.00	LF
1375	21415ND	EROSION CONTROL - (4-9016.00)	1.00	LS
1380	23158ES505	DETECTABLE WARNINGS	554.00	SQFT
1385	24114EC	PAVE MARK-THERMO-YIELD	141.00	EACH
1390	24115EC	ROUNDBABOUT ARROW - PAVE MARKING - ROUNDBABOUT ARROW	16.00	EACH
1395	24631EC	BARCODE SIGN INVENTORY	163.00	EACH
1400	24955ED	REMOVE SIGNAL EQUIPMENT	2.00	EACH
1405	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	9.60	TON
1410	40047	SODDING	475.00	SQYD
1415	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 221332

047GR22D032-HSIP

DE047031W2207

US-31W BYPASS / KY 1136 INTERSECTION CONSTRUCT MINI ROUNDABOUT ASPHALT SURFACE WITH GRADE & DRAIN, A DISTANCE OF .53 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0410	00003	CRUSHED STONE BASE	1,493.00	TON
0415	00100	ASPHALT SEAL AGGREGATE	15.00	TON
0420	00103	ASPHALT SEAL COAT	2.00	TON
0425	00190	LEVELING & WEDGING PG64-22	50.00	TON
0430	00212	CL2 ASPH BASE 1.00D PG64-22	847.00	TON
0435	00307	CL2 ASPH SURF 0.38B PG64-22	248.00	TON
0440	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	2.00	TON
0445	00078	CRUSHED AGGREGATE SIZE NO 2	1,800.00	TON
0450	01310	REMOVE PIPE	8.00	LF
0455	01820	LIP CURB AND GUTTER	236.00	LF
0460	01825	ISLAND CURB AND GUTTER	593.00	LF
0465	01840	LIP INTEGRAL CURB	30.00	LF
0470	01875	STANDARD HEADER CURB	429.00	LF
0475	01885	LIP HEADER CURB	226.00	LF
0480	01890	ISLAND HEADER CURB TYPE 1	173.00	LF
0485	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	12.00	EACH
0490	02014	BARRICADE-TYPE III	4.00	EACH
0495	02015	CEMENT CONCRETE ISLAND - 8"	92.00	SQYD
0500	02015	CEMENT CONCRETE ISLAND - 8"-STAMPED & RED COLOR	420.00	SQYD
0505	02058	REMOVE PCC PAVEMENT	68.00	SQYD
0510	02159	TEMP DITCH	575.00	LF
0515	02160	CLEAN TEMP DITCH	288.00	LF
0520	02230	EMBANKMENT IN PLACE	2,809.00	CUYD
0525	02237	DITCHING	65.00	LF
0530	02371	GUARDRAIL END TREATMENT TYPE 7	2.00	EACH
0535	02381	REMOVE GUARDRAIL	362.50	LF
0540	02383	REMOVE & RESET GUARDRAIL	100.00	LF
0545	02483	CHANNEL LINING CLASS II	33.00	TON
0550	02545	CLEARING AND GRUBBING - (1.3 ACRES 4-9017.00)	1.00	LS
0555	02562	TEMPORARY SIGNS	600.00	SQFT
0560	02585	EDGE KEY	50.00	LF
0565	02607	FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	150.00	SQYD
0570	02650	MAINTAIN & CONTROL TRAFFIC - (4-9017.00)	1.00	LS
0575	02671	PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH
0580	02676	MOBILIZATION FOR MILL & TEXT - (4-9017.00)	1.00	LS
0585	02677	ASPHALT PAVE MILLING & TEXTURING	75.00	TON
0590	02701	TEMP SILT FENCE	575.00	LF
0595	02704	SILT TRAP TYPE B	4.00	EACH
0600	02705	SILT TRAP TYPE C	4.00	EACH
0605	02707	CLEAN SILT TRAP TYPE B	4.00	EACH
0610	02708	CLEAN SILT TRAP TYPE C	4.00	EACH
0615	02726	STAKING - (4-9017.00)	1.00	LS

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0620	05950	EROSION CONTROL BLANKET	425.00	SQYD
0625	05952	TEMP MULCH	4,200.00	SQYD
0630	05953	TEMP SEEDING AND PROTECTION	3,200.00	SQYD
0635	05963	INITIAL FERTILIZER	.33	TON
0640	05964	MAINTENANCE FERTILIZER	.20	TON
0645	05985	SEEDING AND PROTECTION	6,340.00	SQYD
0650	05992	AGRICULTURAL LIMESTONE	3.93	TON
0655	06510	PAVE STRIPING-TEMP PAINT-4 IN	4,000.00	LF
0660	06556	PAVE STRIPING-DUR TY 1-6 IN W	3,122.00	LF
0665	06557	PAVE STRIPING-DUR TY 1-6 IN Y	919.00	LF
0670	06569	PAVE MARKING-THERMO CROSS-HATCH	337.00	SQFT
0675	20099ES842	PAVE MARK TEMP PAINT STOP BAR	96.00	LF
0680	20191ED	OBJECT MARKER TY 3	1.00	EACH
0685	20208NC	PAVE MARK-PAINT ARROWS	21.00	EACH
0690	20430ED	SAW CUT	701.00	LF
0695	21289ED	LONGITUDINAL EDGE KEY	701.00	LF
0700	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	75.00	LF
0705	22664EN	WATER BLASTING EXISTING STRIPE	3,023.00	LF
0710	23253ES717	PAVE MARK TY 1 TAPE CROSS-HATCH	3,222.00	SQFT
0715	23254ES717	PAVE MARK TY 1 TAPE DOTTED LANE EXT	113.00	LF
0720	23256ES717	PAVE MARK TY 1 TAPE -ONLY	3.00	EACH
0725	23265ES717	PAVE MARK TY 1 TAPE STOP BAR-24 IN	24.00	LF
0730	23270ES717	PAVE MARK TY 1 TAPE-CURV ARROW	10.00	EACH
0735	23745EC	YIELD LINES	24.00	EACH
0740	24683ED	PAVE MARKING-THERMO DOTTED LANE EXTEN	123.00	LF
0745	24995EC	PAVE STRIPING-SPRAY THERMO-6 IN W	3,177.00	LF
0750	24996EC	PAVE STRIPING-SPRAY THERMO-6 IN Y	2,589.00	LF
0755	00462	CULVERT PIPE-18 IN	143.00	LF
0760	01204	PIPE CULVERT HEADWALL-18 IN - ELL	1.00	EACH
0765	01444	SLOPED AND PARALLEL HEADWALL-18 IN	1.00	EACH
0770	01450	S & F BOX INLET-OUTLET-18 IN	1.00	EACH
0775	01517	DROP BOX INLET TYPE 5F	1.00	EACH
0780	01550	DROP BOX INLET TYPE 12A	6.00	LF
0785	01691	FLUME INLET TYPE 2	1.00	EACH
0790	01761	MANHOLE TYPE B	1.00	EACH
0795	02625	REMOVE HEADWALL	2.00	EACH
0800	23952EC	DRAINAGE JUNCTION BOX TY B	1.00	EACH
0805	24575ES610	HEADWALL - SLOPED & MITERED CONCRETE HEADWALL - 18"	2.00	EACH
0810	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 221332

047GR22D032-HSIP

DE04710682232

POPLAR STREET (CS 1068) / SYCAMORE STREET INTERSECTION CONSTRUCT MINI-ROUNDAABOUT ASPHALT SURFACE WITH GRADE & DRAIN, A DISTANCE OF .08 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0815	00001	DGA BASE	80.00	TON
0820	00388	CL3 ASPH SURF 0.38B PG64-22	133.00	TON
0825	01810	STANDARD CURB AND GUTTER	215.00	LF
0830	01820	LIP CURB AND GUTTER	137.00	LF
0835	01875	STANDARD HEADER CURB	131.00	LF
0840	01885	LIP HEADER CURB	438.00	LF
0845	02014	BARRICADE-TYPE III	4.00	EACH
0850	02015	CEMENT CONCRETE ISLAND	121.00	SQYD
0855	02200	ROADWAY EXCAVATION	50.00	CUYD
0860	02545	CLEARING AND GRUBBING - (0.1 ACRE 4-9012.60)	1.00	LS
0865	02555	CONCRETE-CLASS B	15.00	CUYD
0870	02562	TEMPORARY SIGNS	243.00	SQFT
0875	02650	MAINTAIN & CONTROL TRAFFIC - (4-9012.60)	1.00	LS
0880	02676	MOBILIZATION FOR MILL & TEXT - (4-9012.60)	1.00	LS
0885	02677	ASPHALT PAVE MILLING & TEXTURING	143.00	TON
0890	02720	SIDEWALK-4 IN CONCRETE	151.00	SQYD
0895	02721	REMOVE CONCRETE SIDEWALK	3.00	SQYD
0900	02726	STAKING - (4-9012.60)	1.00	LS
0905	05950	EROSION CONTROL BLANKET	128.00	SQYD
0910	05963	INITIAL FERTILIZER	.20	TON
0915	05964	MAINTENANCE FERTILIZER	.20	TON
0920	05992	AGRICULTURAL LIMESTONE	.50	TON
0925	06406	SBM ALUM SHEET SIGNS .080 IN	148.00	SQFT
0930	06410	STEEL POST TYPE 1	378.00	LF
0935	06514	PAVE STRIPING-PERM PAINT-4 IN	1,682.00	LF
0940	06546	PAVE STRIPING-THERMO-12 IN W	17.00	LF
0945	06566	PAVE MARKING-THERMO X-WALK-12 IN	340.00	LF
0950	06570	PAVE MARKING-PAINT CROSS-HATCH	355.00	SQFT
0955	14020	W FIRE HYDRANT RELOCATE	1.00	EACH
0960	20550ND	SAWCUT PAVEMENT	545.00	LF
0965	21373ND	REMOVE SIGN	5.00	EACH
0970	21415ND	EROSION CONTROL - (4-9012.60)	1.00	LS
0975	23158ES505	DETECTABLE WARNINGS	118.00	SQFT
0980	24114EC	PAVE MARK-THERMO-YIELD	28.00	EACH
0985	24115EC	ROUNDAABOUT ARROW - PAVE MARKING - ROUNDAABOUT ARROW	4.00	EACH
0990	24631EC	BARCODE SIGN INVENTORY	36.00	EACH
0995	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	.60	TON
1000	40047	SODDING	35.00	SQYD
1005	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 221332

047GR22D032-HSIP

DE04710682233

POPLAR STREET (CS 1068) / MANTLE AVENUE INTERSECTION CONSTRUCT MINI-ROUNDBOUT ASPHALT SURFACE WITH GRADE & DRAIN, A DISTANCE OF .08 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
1010	00001	DGA BASE	65.00	TON
1015	00388	CL3 ASPH SURF 0.38B PG64-22	94.00	TON
1020	01719	ADJUST INLET	2.00	EACH
1025	01792	ADJUST MANHOLE	2.00	EACH
1030	01810	STANDARD CURB AND GUTTER	245.00	LF
1035	01820	LIP CURB AND GUTTER	152.00	LF
1040	01875	STANDARD HEADER CURB	100.00	LF
1045	01885	LIP HEADER CURB	263.00	LF
1050	02014	BARRICADE-TYPE III	4.00	EACH
1055	02015	CEMENT CONCRETE ISLAND	85.00	SQYD
1060	02101	CEM CONC ENT PAVEMENT-8 IN	13.00	SQYD
1065	02200	ROADWAY EXCAVATION	50.00	CUYD
1070	02545	CLEARING AND GRUBBING - (0.1 ACRE 4-9012.70)	1.00	LS
1075	02555	CONCRETE-CLASS B	9.00	CUYD
1080	02562	TEMPORARY SIGNS	270.00	SQFT
1085	02650	MAINTAIN & CONTROL TRAFFIC - (4-9012.70)	1.00	LS
1090	02676	MOBILIZATION FOR MILL & TEXT - (4-9012.70)	1.00	LS
1095	02677	ASPHALT PAVE MILLING & TEXTURING	101.00	TON
1100	02720	SIDEWALK-4 IN CONCRETE	193.00	SQYD
1105	02726	STAKING - (4-9012.70)	1.00	LS
1110	03425	ADJUST WATER VALVE	3.00	EACH
1115	05950	EROSION CONTROL BLANKET	128.00	SQYD
1120	05963	INITIAL FERTILIZER	.20	TON
1125	05964	MAINTENANCE FERTILIZER	.20	TON
1130	05992	AGRICULTURAL LIMESTONE	.50	TON
1135	06406	SBM ALUM SHEET SIGNS .080 IN	245.00	SQFT
1140	06410	STEEL POST TYPE 1	365.00	LF
1145	06514	PAVE STRIPING-PERM PAINT-4 IN	1,115.00	LF
1150	06546	PAVE STRIPING-THERMO-12 IN W	17.00	LF
1155	06566	PAVE MARKING-THERMO X-WALK-12 IN	300.00	LF
1160	06570	PAVE MARKING-PAINT CROSS-HATCH	295.00	SQFT
1165	20550ND	SAWCUT PAVEMENT	760.00	LF
1170	21373ND	REMOVE SIGN	4.00	EACH
1175	21415ND	EROSION CONTROL - (4-9012.70)	1.00	LS
1180	23158ES505	DETECTABLE WARNINGS	140.00	SQFT
1185	24114EC	PAVE MARK-THERMO-YIELD	26.00	EACH
1190	24115EC	ROUNDBOUT ARROW - PAVE MARKING - ROUNDBOUT ARROW	4.00	EACH
1195	24631EC	BARCODE SIGN INVENTORY	34.00	EACH
1200	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	.80	TON
1205	40047	SODDING	33.00	SQYD
1210	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 221332

047GR22D032-HSIP

DE04711082232

COMMERCE DRIVE (CS 1108) / EXECUTIVE DRIVE INTERSECTION CONSTRUCT MINI-ROUNDAABOUT ASPHALT SURFACE WITH GRADE & DRAIN, A DISTANCE OF .18 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
1420	00001	DGA BASE	54.00	TON
1425	00214	CL3 ASPH BASE 1.00D PG64-22	73.00	TON
1430	00388	CL3 ASPH SURF 0.38B PG64-22	263.00	TON
1435	00521	STORM SEWER PIPE-15 IN	5.00	LF
1440	00522	STORM SEWER PIPE-18 IN	27.00	LF
1445	00524	STORM SEWER PIPE-24 IN	5.00	LF
1450	01459	CURB BOX INLET TYPE A MOD	1.00	EACH
1455	01487	CURB BOX INLET TYPE F	2.00	EACH
1460	01584	CAP DROP BOX INLET	2.00	EACH
1465	01811	STANDARD CURB AND GUTTER MOD	167.00	LF
1470	01820	LIP CURB AND GUTTER	285.00	LF
1475	01875	STANDARD HEADER CURB	75.00	LF
1480	01885	LIP HEADER CURB	675.00	LF
1485	02014	BARRICADE-TYPE III	8.00	EACH
1490	02015	CEMENT CONCRETE ISLAND	535.00	SQYD
1495	02200	ROADWAY EXCAVATION	50.00	CUYD
1500	02237	DITCHING	120.00	LF
1505	02545	CLEARING AND GRUBBING - (0.1 ACRE 4-9012.30)	1.00	LS
1510	02555	CONCRETE-CLASS B	22.00	CUYD
1515	02562	TEMPORARY SIGNS	159.00	SQFT
1520	02650	MAINTAIN & CONTROL TRAFFIC - (4-9012.30)	1.00	LS
1525	02676	MOBILIZATION FOR MILL & TEXT - (4-9012.30)	1.00	LS
1530	02677	ASPHALT PAVE MILLING & TEXTURING	304.00	TON
1535	02720	SIDEWALK-4 IN CONCRETE	128.00	SQYD
1540	02721	REMOVE CONCRETE SIDEWALK	27.00	SQYD
1545	02726	STAKING - (4-9012.30)	1.00	LS
1550	05950	EROSION CONTROL BLANKET	175.00	SQYD
1555	05963	INITIAL FERTILIZER	.30	TON
1560	05964	MAINTENANCE FERTILIZER	.30	TON
1565	05992	AGRICULTURAL LIMESTONE	.70	TON
1570	06406	SBM ALUM SHEET SIGNS .080 IN	148.00	SQFT
1575	06410	STEEL POST TYPE 1	378.00	LF
1580	06514	PAVE STRIPING-PERM PAINT-4 IN	4,034.00	LF
1585	06546	PAVE STRIPING-THERMO-12 IN W	25.00	LF
1590	06566	PAVE MARKING-THERMO X-WALK-12 IN	470.00	LF
1595	06567	PAVE MARKING-THERMO STOP BAR-12IN	24.00	LF
1600	06570	PAVE MARKING-PAINT CROSS-HATCH	488.00	SQFT
1605	06574	PAVE MARKING-THERMO CURV ARROW	4.00	EACH
1610	20550ND	SAWCUT PAVEMENT	1,000.00	LF
1615	21373ND	REMOVE SIGN	4.00	EACH
1620	21415ND	EROSION CONTROL - (4-9012.30)	1.00	LS
1625	23158ES505	DETECTABLE WARNINGS	152.00	SQFT
1630	23426EC	PAINT SYMBOL-BICYCLE LANE	6.00	EACH

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
1635	24114EC	PAVE MARK-THERMO-YIELD	28.00	EACH
1640	24115EC	ROUNDAABOUT ARROW - PAVE MARKING - ROUNDAABOUT ARROW	4.00	EACH
1645	24631EC	BARCODE SIGN INVENTORY	32.00	EACH
1650	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	1.20	TON
1655	40047	SODDING	306.00	SQYD
1660	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 221332

047GR22D032-HSIP

DE04711932123

WOODLAND DRIVE (CS1193) / LAYMAN LANE INTERSECTION CONSTRUCT MINI ROUNDAABOUT ASPHALT SURFACE WITH GRADE & DRAIN, A DISTANCE OF .03 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE	104.00	TON
0010	00214	CL3 ASPH BASE 1.00D PG64-22	56.00	TON
0015	00339	CL3 ASPH SURF 0.38D PG64-22	82.00	TON
0020	00522	STORM SEWER PIPE-18 IN	41.00	LF
0025	01204	PIPE CULVERT HEADWALL-18 IN	1.00	EACH
0030	01544	DROP BOX INLET TYPE 11	1.00	EACH
0035	01719	ADJUST INLET	1.00	EACH
0040	01810	STANDARD CURB AND GUTTER	33.00	LF
0045	01875	STANDARD HEADER CURB	37.00	LF
0050	01885	LIP HEADER CURB	699.00	LF
0055	02014	BARRICADE-TYPE III	5.00	EACH
0060	02015	CEMENT CONCRETE ISLAND	155.00	SQYD
0065	02200	ROADWAY EXCAVATION	50.00	CUYD
0070	02545	CLEARING AND GRUBBING - (0.1 ACRES WOODLAND/ LAYMAN)	1.00	LS
0075	02555	CONCRETE-CLASS B	15.00	CUYD
0080	02562	TEMPORARY SIGNS	215.00	SQFT
0085	02650	MAINTAIN & CONTROL TRAFFIC - (WOODLAND/ LAYMAN)	1.00	LS
0090	02676	MOBILIZATION FOR MILL & TEXT - (WOODLAND/ LAYMAN)	1.00	LS
0095	02677	ASPHALT PAVE MILLING & TEXTURING	93.00	TON
0100	02720	SIDEWALK-4 IN CONCRETE	166.00	SQYD
0105	02721	REMOVE CONCRETE SIDEWALK	13.00	SQYD
0110	02726	STAKING - (WOODLAND/LAYMAN)	1.00	LS
0115	05950	EROSION CONTROL BLANKET	40.00	SQYD
0120	05963	INITIAL FERTILIZER	.30	TON
0125	05964	MAINTENANCE FERTILIZER	.30	TON
0130	05992	AGRICULTURAL LIMESTONE	.70	TON
0135	06406	SBM ALUM SHEET SIGNS .080 IN	147.00	SQFT
0140	06410	STEEL POST TYPE 1	378.00	LF
0145	06514	PAVE STRIPING-PERM PAINT-4 IN	1,240.00	LF
0150	06546	PAVE STRIPING-THERMO-12 IN W	20.00	LF
0155	06566	PAVE MARKING-THERMO X-WALK-12 IN	360.00	LF

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0160	20550ND	SAWCUT PAVEMENT	725.00	LF
0165	21373ND	REMOVE SIGN	4.00	EACH
0170	21415ND	EROSION CONTROL - (WOODLAND/LAYMAN)	1.00	LS
0175	23158ES505	DETECTABLE WARNINGS	92.00	SQFT
0180	24114EC	PAVE MARK-THERMO-YIELD	28.00	EACH
0185	24115EC	ROUNDAABOUT ARROW - PAVE MARKING - ROUNDAABOUT ARROW	4.00	EACH
0190	24631EC	BARCODE SIGN INVENTORY	20.00	EACH
0195	24814EC	PIPELINE INSPECTION	41.00	LF
0200	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	.70	TON
0205	40047	SODDING	155.00	SQYD
0210	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 221332

047GR22D032-HSIP

DE04714302201

DOLPHIN DRIVE (CS 1430) / JOSALE DRIVE INTERSECTION CONSTRUCT MINI ROUNDABOUT ASPHALT SURFACE WITH GRADE & DRAIN, A DISTANCE OF .1 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0215	00001	DGA BASE	40.00	TON
0220	00214	CL3 ASPH BASE 1.00D PG64-22	35.00	TON
0225	00388	CL3 ASPH SURF 0.38B PG64-22	149.00	TON
0230	01719	ADJUST INLET	1.00	EACH
0235	01791	ADJUST MANHOLE FRAME TO GRADE	1.00	EACH
0240	01811	STANDARD CURB AND GUTTER MOD	120.00	LF
0245	01885	LIP HEADER CURB	938.00	LF
0250	02014	BARRICADE-TYPE III	4.00	EACH
0255	02015	CEMENT CONCRETE ISLAND	460.00	SQYD
0260	02200	ROADWAY EXCAVATION	50.00	CUYD
0265	02545	CLEARING AND GRUBBING - (0.1 ACRE FOR DOLPHIN/JOSALE)	1.00	LS
0270	02555	CONCRETE-CLASS B	21.00	CUYD
0275	02562	TEMPORARY SIGNS	129.00	SQFT
0280	02650	MAINTAIN & CONTROL TRAFFIC - (DOLPHIN/JOSALE)	1.00	LS
0285	02676	MOBILIZATION FOR MILL & TEXT - (DOLPHIN/JOSALE)	1.00	LS
0290	02677	ASPHALT PAVE MILLING & TEXTURING	182.00	TON
0295	02720	SIDEWALK-4 IN CONCRETE	155.00	SQYD
0300	02721	REMOVE CONCRETE SIDEWALK	13.00	SQYD
0305	02726	STAKING - (DOLPHIN/JOSALE)	1.00	LS
0310	05950	EROSION CONTROL BLANKET	128.00	SQYD
0315	05963	INITIAL FERTILIZER	.20	TON
0320	05964	MAINTENANCE FERTILIZER	.20	TON
0325	05992	AGRICULTURAL LIMESTONE	.50	TON
0330	06406	SBM ALUM SHEET SIGNS .080 IN	165.00	SQFT
0335	06410	STEEL POST TYPE 1	366.00	LF
0340	06514	PAVE STRIPING-PERM PAINT-4 IN	2,640.00	LF
0345	06546	PAVE STRIPING-THERMO-12 IN W	21.00	LF
0350	06566	PAVE MARKING-THERMO X-WALK-12 IN	480.00	LF
0355	06570	PAVE MARKING-PAINT CROSS-HATCH	907.00	SQFT
0360	20550ND	SAWCUT PAVEMENT	1,000.00	LF
0365	21373ND	REMOVE SIGN	3.00	EACH
0370	21415ND	EROSION CONTROL - (DOLPHIN/JOSALE)	1.00	LS
0375	23158ES505	DETECTABLE WARNINGS	80.00	SQFT
0380	24114EC	PAVE MARK-THERMO-YIELD	28.00	EACH
0385	24115EC	ROUNDABOUT ARROW - PAVE MARKING - ROUNDABOUT ARROW	4.00	EACH
0390	24631EC	BARCODE SIGN INVENTORY	24.00	EACH
0395	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	.70	TON
0400	40047	SODDING	193.00	SQYD
0405	02569	DEMOBILIZATION	1.00	LS

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 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 PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

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

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

*Insert numerals as directed by the Engineer.
Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

3.0 CONSTRUCTION. Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

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

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

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

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

11

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

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

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:

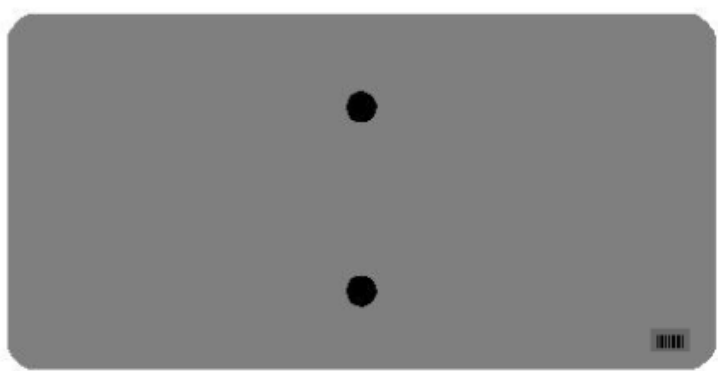
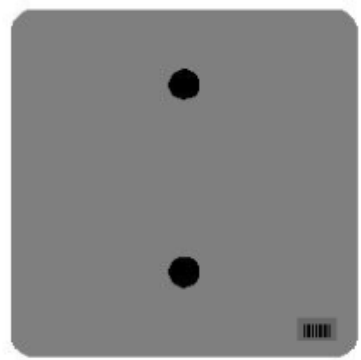
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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.

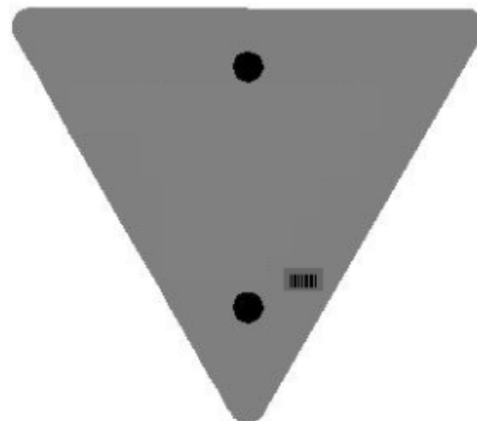
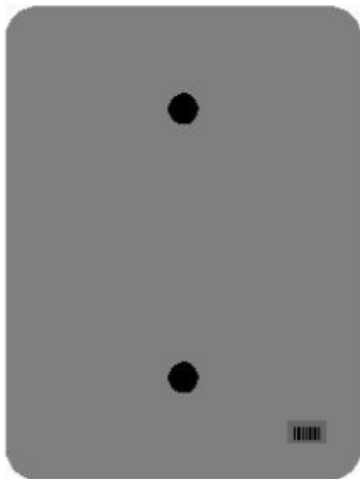
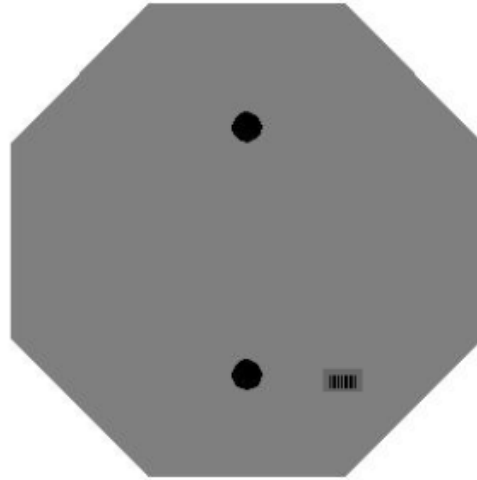
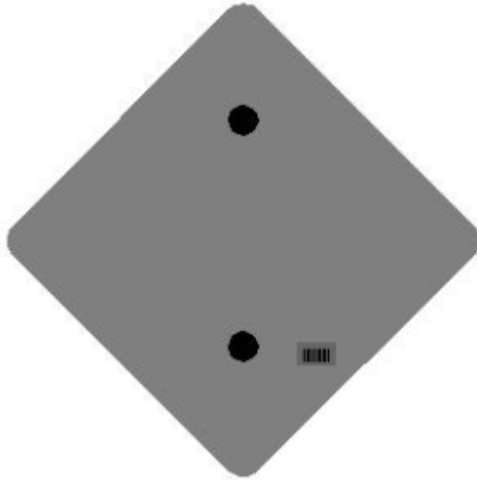
One Sign Post



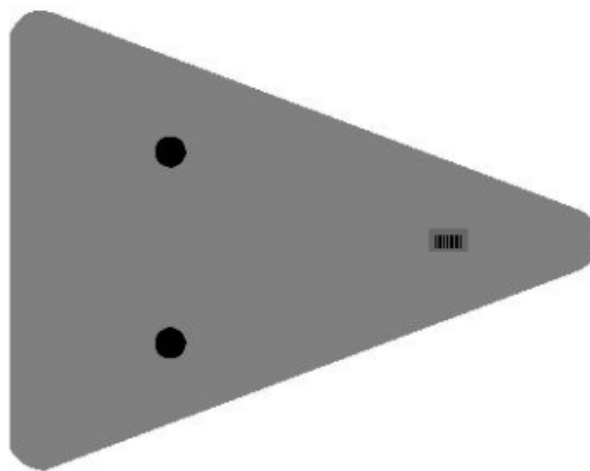
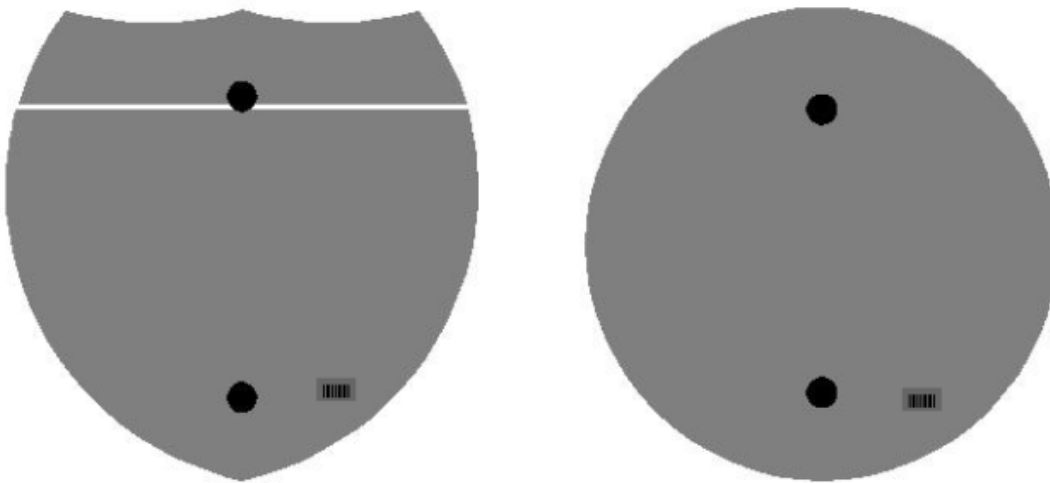
↑
2" Wide Post



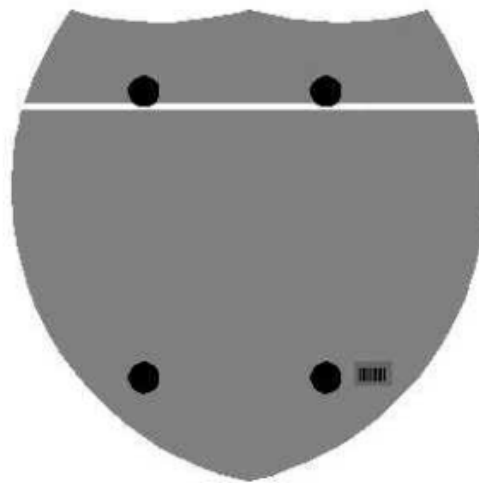
One Sign Post



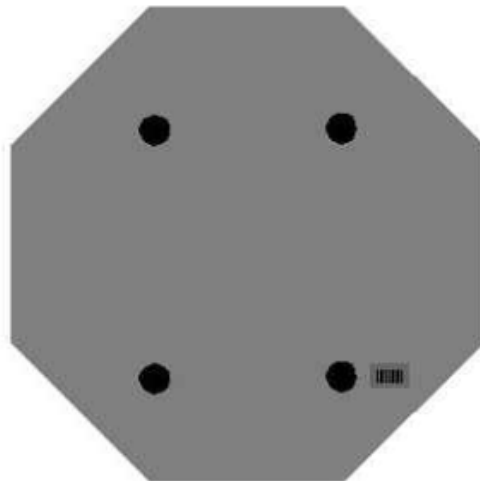
One Sign Post



Double Sign Post



Interstate
Shield

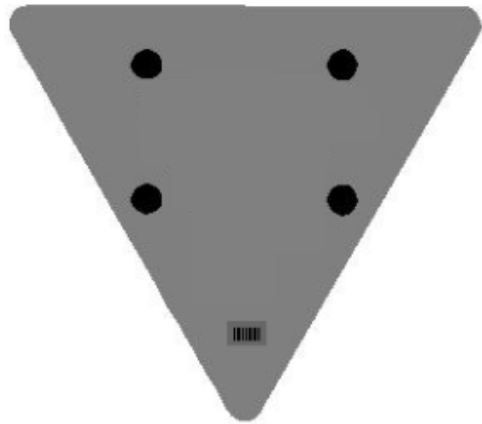


48" Stop

2 Post Signs



↑
2" Wide Post



PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

"General Decision Number: KY20220038 06/24/2022

Superseded General Decision Number: KY20210038

State: Kentucky

Construction Type: Highway

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

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

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 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 2022.

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

Modification Number	Publication Date
0	01/07/2022
1	02/11/2022
2	02/18/2022
3	02/25/2022
4	05/06/2022
5	06/10/2022
6	06/24/2022

BRIN0004-003 06/01/2021

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 29.57	14.75

BRKY0001-005 06/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 29.57	15.10

BRKY0002-006 06/01/2021

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 30.87	15.87

BRKY0007-004 06/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 36.19	19.54

BRKY0017-004 06/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 30.87	15.87

CARP0064-001 04/01/2022

Rates Fringes

CARPENTER.....	\$ 30.84	22.19
Diver.....	\$ 46.64	22.19
PILEDRIVERMAN.....	\$ 31.09	22.19

ELEC0212-008 06/07/2021

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.32	19.85

ELEC0212-014 11/25/2019

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	12.09

ELEC0317-012 06/01/2021

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 35.10	27.47

ELEC0369-007 05/31/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	18.72

ELEC0575-002 11/29/2021

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 35.00	19.76

ENGI0181-018 07/01/2021

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
Batcher Plant; Bituminous Paver; Bituminous Transfer

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

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

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

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

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

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

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

IRON0044-009 06/01/2022

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax,

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.28	22.30
Structural.....	\$ 31.87	22.30

 IRON0070-006 06/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 31.79	24.30

 * IRON0769-007 06/01/2022

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

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 33.71	27.69
ZONE 2.....	\$ 34.11	27.69
ZONE 3.....	\$ 35.71	27.69

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

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

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

LAB00189-003 07/01/2021

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.51	16.22
GROUP 2.....	\$ 23.76	16.22
GROUP 3.....	\$ 23.81	16.22
GROUP 4.....	\$ 24.41	16.22

LABORERS CLASSIFICATIONS

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

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

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

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

LAB00189-008 07/01/2021

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.51	16.22
GROUP 2.....	\$ 23.76	16.22
GROUP 3.....	\$ 23.81	16.22
GROUP 4.....	\$ 24.41	16.22

LABORERS CLASSIFICATIONS

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

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

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

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

LAB00189-009 07/01/2021

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.51	16.22
GROUP 2.....	\$ 23.76	16.22
GROUP 3.....	\$ 23.81	16.22
GROUP 4.....	\$ 24.41	16.22

LABORERS CLASSIFICATIONS

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

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

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

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

 PAIN0012-005 06/11/2005

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

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90

HARDIN COUNTY
047GR22D032-HSIP

Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

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

PAIN1072-003 12/01/2021

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 35.06	21.15
Power Generating Facilities.....	\$ 31.82	21.15

PLUM0248-003 06/01/2022

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 38.50	22.40

PLUM0392-007 06/01/2018

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

ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.01	19.67

PLUM0502-003 08/01/2021		

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

	Rates	Fringes
PLUMBER.....	\$ 38.07	20.78

SUKY2010-160 10/08/2001		

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISIO"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

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

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

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

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

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

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

PART IV
INSURANCE

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

PART V
BID ITEMS

PROPOSAL BID ITEMS

221332

Page 1 of 5

Report Date 6/23/22

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	1,493.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	15.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	2.00	TON		\$	
0040	00190		LEVELING & WEDGING PG64-22	50.00	TON		\$	
0050	00212		CL2 ASPH BASE 1.00D PG64-22	847.00	TON		\$	
0060	00307		CL2 ASPH SURF 0.38B PG64-22	248.00	TON		\$	
0070	24970EC		ASPHALT MATERIAL FOR TACK NON-TRACKING	2.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0080	00001		DGA BASE	1,343.00	TON		\$	
0090	00078		CRUSHED AGGREGATE SIZE NO 2	1,800.00	TON		\$	
0100	00214		CL3 ASPH BASE 1.00D PG64-22	204.00	TON		\$	
0110	00339		CL3 ASPH SURF 0.38D PG64-22	82.00	TON		\$	
0120	00388		CL3 ASPH SURF 0.38B PG64-22	4,021.00	TON		\$	
0130	00521		STORM SEWER PIPE-15 IN	5.00	LF		\$	
0140	00522		STORM SEWER PIPE-18 IN	68.00	LF		\$	
0150	00524		STORM SEWER PIPE-24 IN	5.00	LF		\$	
0160	01204		PIPE CULVERT HEADWALL-18 IN	1.00	EACH		\$	
0170	01310		REMOVE PIPE	8.00	LF		\$	
0180	01459		CURB BOX INLET TYPE A MOD	1.00	EACH		\$	
0190	01487		CURB BOX INLET TYPE F	2.00	EACH		\$	
0200	01544		DROP BOX INLET TYPE 11	1.00	EACH		\$	
0210	01584		CAP DROP BOX INLET	2.00	EACH		\$	
0220	01719		ADJUST INLET	4.00	EACH		\$	
0230	01791		ADJUST MANHOLE FRAME TO GRADE	1.00	EACH		\$	
0240	01792		ADJUST MANHOLE	4.00	EACH		\$	
0250	01810		STANDARD CURB AND GUTTER	2,054.00	LF		\$	
0260	01811		STANDARD CURB AND GUTTER MOD	287.00	LF		\$	
0270	01820		LIP CURB AND GUTTER	810.00	LF		\$	
0280	01825		ISLAND CURB AND GUTTER	593.00	LF		\$	
0290	01840		LIP INTEGRAL CURB	30.00	LF		\$	
0300	01875		STANDARD HEADER CURB	772.00	LF		\$	
0310	01885		LIP HEADER CURB	6,512.00	LF		\$	
0320	01890		ISLAND HEADER CURB TYPE 1	173.00	LF		\$	
0330	01904		REMOVE CURB	179.00	LF		\$	
0340	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	12.00	EACH		\$	
0350	02014		BARRICADE-TYPE III	44.00	EACH		\$	
0360	02015		CEMENT CONCRETE ISLAND	3,050.00	SQYD		\$	
0370	02015		CEMENT CONCRETE ISLAND 8"	92.00	SQYD		\$	
0380	02015		CEMENT CONCRETE ISLAND 8"-STAMPED & RED COLOR	420.00	SQYD		\$	
0390	02058		REMOVE PCC PAVEMENT	68.00	SQYD		\$	

PROPOSAL BID ITEMS

221332

Page 2 of 5

Report Date 6/23/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0400	02101		CEM CONC ENT PAVEMENT-8 IN	13.00	SQYD		\$	
0410	02159		TEMP DITCH	575.00	LF		\$	
0420	02160		CLEAN TEMP DITCH	288.00	LF		\$	
0430	02200		ROADWAY EXCAVATION	750.00	CUYD		\$	
0440	02230		EMBANKMENT IN PLACE	2,809.00	CUYD		\$	
0450	02237		DITCHING	185.00	LF		\$	
0460	02371		GUARDRAIL END TREATMENT TYPE 7	2.00	EACH		\$	
0470	02381		REMOVE GUARDRAIL	362.50	LF		\$	
0480	02383		REMOVE & RESET GUARDRAIL	100.00	LF		\$	
0490	02483		CHANNEL LINING CLASS II	33.00	TON		\$	
0500	02545		CLEARING AND GRUBBING (0.1 ACRE 4-9012.30)	1.00	LS		\$	
0510	02545		CLEARING AND GRUBBING (0.1 ACRE 4-9012.60)	1.00	LS		\$	
0520	02545		CLEARING AND GRUBBING (0.1 ACRE 4-9012.70)	1.00	LS		\$	
0530	02545		CLEARING AND GRUBBING (0.1 ACRE 4-9016.00)	1.00	LS		\$	
0540	02545		CLEARING AND GRUBBING (0.1 ACRE FOR DOLPHIN/JOSALE)	1.00	LS		\$	
0550	02545		CLEARING AND GRUBBING (0.1 ACRES WOODLAND/LAYMAN)	1.00	LS		\$	
0560	02545		CLEARING AND GRUBBING (1.3 ACRES 4-9017.00)	1.00	LS		\$	
0570	02555		CONCRETE-CLASS B	282.00	CUYD		\$	
0580	02562		TEMPORARY SIGNS	1,879.00	SQFT		\$	
0590	02585		EDGE KEY	50.00	LF		\$	
0600	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	150.00	SQYD	\$2.00	\$	\$300.00
0610	02650		MAINTAIN & CONTROL TRAFFIC (4-9012.30)	1.00	LS		\$	
0620	02650		MAINTAIN & CONTROL TRAFFIC (4-9012.60)	1.00	LS		\$	
0630	02650		MAINTAIN & CONTROL TRAFFIC (4-9012.70)	1.00	LS		\$	
0640	02650		MAINTAIN & CONTROL TRAFFIC (4-9016.00)	1.00	LS		\$	
0650	02650		MAINTAIN & CONTROL TRAFFIC (4-9017.00)	1.00	LS		\$	
0660	02650		MAINTAIN & CONTROL TRAFFIC (DOLPHIN/JOSALE)	1.00	LS		\$	
0670	02650		MAINTAIN & CONTROL TRAFFIC (WOODLAND/LAYMAN)	1.00	LS		\$	
0680	02671		PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH		\$	
0690	02676		MOBILIZATION FOR MILL & TEXT (4-9012.30)	1.00	LS		\$	
0700	02676		MOBILIZATION FOR MILL & TEXT (4-9012.60)	1.00	LS		\$	
0710	02676		MOBILIZATION FOR MILL & TEXT (4-9012.70)	1.00	LS		\$	
0720	02676		MOBILIZATION FOR MILL & TEXT (4-9016.00)	1.00	LS		\$	
0730	02676		MOBILIZATION FOR MILL & TEXT (4-9017.00)	1.00	LS		\$	
0740	02676		MOBILIZATION FOR MILL & TEXT (DOLPHIN/JOSALE)	1.00	LS		\$	

PROPOSAL BID ITEMS

221332

Page 3 of 5

Report Date 6/23/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0750	02676		MOBILIZATION FOR MILL & TEXT (WOODLAND/LAYMAN)	1.00	LS		\$	
0760	02677		ASPHALT PAVE MILLING & TEXTURING	4,280.00	TON		\$	
0770	02701		TEMP SILT FENCE	575.00	LF		\$	
0780	02704		SILT TRAP TYPE B	4.00	EACH		\$	
0790	02705		SILT TRAP TYPE C	4.00	EACH		\$	
0800	02707		CLEAN SILT TRAP TYPE B	4.00	EACH		\$	
0810	02708		CLEAN SILT TRAP TYPE C	4.00	EACH		\$	
0820	02720		SIDEWALK-4 IN CONCRETE	1,652.00	SQYD		\$	
0830	02721		REMOVE CONCRETE SIDEWALK	56.00	SQYD		\$	
0840	02726		STAKING (4-9012.30)	1.00	LS		\$	
0850	02726		STAKING (4-9012.60)	1.00	LS		\$	
0860	02726		STAKING (4-9012.70)	1.00	LS		\$	
0870	02726		STAKING (4-9016.00)	1.00	LS		\$	
0880	02726		STAKING (4-9017.00)	1.00	LS		\$	
0890	02726		STAKING (DOLPHIN/JOSALE)	1.00	LS		\$	
0900	02726		STAKING (WOODLAND/LAYMAN)	1.00	LS		\$	
0910	03425		ADJUST WATER VALVE	4.00	EACH		\$	
0920	05950		EROSION CONTROL BLANKET	1,524.00	SQYD		\$	
0930	05952		TEMP MULCH	4,200.00	SQYD		\$	
0940	05953		TEMP SEEDING AND PROTECTION	3,200.00	SQYD		\$	
0950	05963		INITIAL FERTILIZER	2.33	TON		\$	
0960	05964		MAINTENANCE FERTILIZER	2.20	TON		\$	
0970	05985		SEEDING AND PROTECTION	6,340.00	SQYD		\$	
0980	05992		AGRICULTURAL LIMESTONE	8.03	TON		\$	
0990	06406		SBM ALUM SHEET SIGNS .080 IN	1,550.00	SQFT		\$	
1000	06410		STEEL POST TYPE 1	2,915.00	LF		\$	
1010	06510		PAVE STRIPING-TEMP PAINT-4 IN	4,000.00	LF		\$	
1020	06514		PAVE STRIPING-PERM PAINT-4 IN	44,595.00	LF		\$	
1030	06546		PAVE STRIPING-THERMO-12 IN W	278.00	LF		\$	
1040	06556		PAVE STRIPING-DUR TY 1-6 IN W	3,122.00	LF		\$	
1050	06557		PAVE STRIPING-DUR TY 1-6 IN Y	919.00	LF		\$	
1060	06566		PAVE MARKING-THERMO X-WALK-12 IN	4,106.00	LF		\$	
1070	06567		PAVE MARKING-THERMO STOP BAR-12IN	24.00	LF		\$	
1080	06569		PAVE MARKING-THERMO CROSS-HATCH	337.00	SQFT		\$	
1090	06570		PAVE MARKING-PAINT CROSS-HATCH	6,629.00	SQFT		\$	
1100	06574		PAVE MARKING-THERMO CURV ARROW	26.00	EACH		\$	
1110	06578		PAVE MARKING-THERMO MERGE ARROW	3.00	EACH		\$	
1120	14020		W FIRE HYDRANT RELOCATE	1.00	EACH		\$	
1130	20099ES842		PAVE MARK TEMP PAINT STOP BAR	96.00	LF		\$	
1140	20191ED		OBJECT MARKER TY 3	1.00	EACH		\$	
1150	20208NC		PAVE MARK-PAINT ARROWS	21.00	EACH		\$	
1160	20430ED		SAW CUT	701.00	LF		\$	
1170	20550ND		SAWCUT PAVEMENT	10,030.00	LF		\$	
1180	21289ED		LONGITUDINAL EDGE KEY	701.00	LF		\$	

PROPOSAL BID ITEMS

221332

Page 4 of 5

Report Date 6/23/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1190	21373ND		REMOVE SIGN	20.00	EACH		\$	
1200	21415ND		EROSION CONTROL (4-9012.30)	1.00	LS		\$	
1210	21415ND		EROSION CONTROL (4-9012.60)	1.00	LS		\$	
1220	21415ND		EROSION CONTROL (4-9012.70)	1.00	LS		\$	
1230	21415ND		EROSION CONTROL (4-9016.00)	1.00	LS		\$	
1240	21415ND		EROSION CONTROL (DOLPHIN/JOSALE)	1.00	LS		\$	
1250	21415ND		EROSION CONTROL (WOODLAND/LAYMAN)	1.00	LS		\$	
1260	21802EN		G/R STEEL W BEAM-S FACE (7 FT POST)	75.00	LF		\$	
1270	22664EN		WATER BLASTING EXISTING STRIPE	3,023.00	LF		\$	
1280	23158ES505		DETECTABLE WARNINGS	1,136.00	SQFT		\$	
1290	23253ES717		PAVE MARK TY 1 TAPE CROSS-HATCH	3,222.00	SQFT		\$	
1300	23254ES717		PAVE MARK TY 1 TAPE DOTTED LANE EXT	113.00	LF		\$	
1310	23256ES717		PAVE MARK TY 1 TAPE -ONLY	3.00	EACH		\$	
1320	23265ES717		PAVE MARK TY 1 TAPE STOP BAR-24 IN	24.00	LF		\$	
1330	23270ES717		PAVE MARK TY 1 TAPE-CURV ARROW	10.00	EACH		\$	
1340	23426EC		PAINT SYMBOL-BICYCLE LANE	6.00	EACH		\$	
1350	23745EC		YIELD LINES	24.00	EACH		\$	
1360	24114EC		PAVE MARK-THERMO-YIELD	279.00	EACH		\$	
1370	24115EC		ROUNDAABOUT ARROW PAVE MARKING - ROUNDAABOUT ARROW	36.00	EACH		\$	
1380	24631EC		BARCODE SIGN INVENTORY	309.00	EACH		\$	
1390	24683ED		PAVE MARKING-THERMO DOTTED LANE EXTEN	123.00	LF		\$	
1400	24814EC		PIPELINE INSPECTION	41.00	LF		\$	
1410	24955ED		REMOVE SIGNAL EQUIPMENT	2.00	EACH		\$	
1420	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	13.60	TON		\$	
1430	24995EC		PAVE STRIPING-SPRAY THERMO-6 IN W	3,177.00	LF		\$	
1440	24996EC		PAVE STRIPING-SPRAY THERMO-6 IN Y	2,589.00	LF		\$	
1450	40047		SODDING	1,197.00	SQYD		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1460	00462		CULVERT PIPE-18 IN	143.00	LF		\$	
1470	01204		PIPE CULVERT HEADWALL-18 IN ELL	1.00	EACH		\$	
1480	01444		SLOPED AND PARALLEL HEADWALL-18 IN	1.00	EACH		\$	
1490	01450		S & F BOX INLET-OUTLET-18 IN	1.00	EACH		\$	
1500	01517		DROP BOX INLET TYPE 5F	1.00	EACH		\$	
1510	01550		DROP BOX INLET TYPE 12A	6.00	LF		\$	
1520	01691		FLUME INLET TYPE 2	1.00	EACH		\$	
1530	01761		MANHOLE TYPE B	1.00	EACH		\$	
1540	02625		REMOVE HEADWALL	2.00	EACH		\$	
1550	23952EC		DRAINAGE JUNCTION BOX TY B	1.00	EACH		\$	

PROPOSAL BID ITEMS

221332

Page 5 of 5

Report Date 6/23/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1560	24575ES610		HEADWALL SLOPED & MITERED CONCRETE HEADWALL - 18"	2.00	EACH		\$	

Section: 0004 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1570	02569		DEMOBILIZATION	1.00	LS		\$	