CALL NO. 201

CONTRACT ID. 174122

LAUREL COUNTY

FED/STATE PROJECT NUMBER 121GR17T011-FE01 & HSIP

DESCRIPTION CUMBERLAND GAP PARKWAY (US 25E)

WORK TYPE JPC PAVEMENT INLAY

PRIMARY COMPLETION DATE 10/31/2017

LETTING DATE: May 26,2017

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME May 26,2017. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 13.50%

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

UNOFFICIAL

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SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 11

CONTRACT ID - 174122

121GR17T011-FE01 & HSIP

COUNTY - LAUREL

PCN - 11063025E1701
FE01 063 025E 000 001

CUMBERLAND GAP PARKWAY (US 25E) BEGINNING 1200 FEET SOUTH OF THE US 25 /US 25W INTERSECTION (0.116) AND EXTENDING TO 600 FEET NORTH OF THE US 25/ US 25W INTERSECTION (0.458), A DISTANCE OF 0.34 MILES.JPC PAVEMENT INLAY

GEOGRAPHIC COORDINATES LATITUDE 36:58:01.00 LONGITUDE 84:05:06.00

PCN - 11063025E1702
HSIP 0251 (043)

CUMBERLAND GAP PARKWAY (US 25E) BEGINNING 1200 FEET SOUTH OF THE US 25 /US 25W INTERSECTION (0.116) AND EXTENDING TO 600 FEET NORTH OF THE US 25/ US 25W INTERSECTION (0.458), A DISTANCE OF 0.34 MILES.JPC PAVEMENT INLAY SYP NO. 11-09005.10.

GEOGRAPHIC COORDINATES LATITUDE 36:58:01.00 LONGITUDE 84:05:06.00

COMPLETION DATE(S):

COMPLETED BY 10/31/2017 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/construction-procurement)

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.

SPECIAL NOTE FOR COMPOSITE OFFSET BLOCKS

Contrary to the Standard Drawings (2016 edition) the Cabinet will allow 6" composite offset blocks in lieu of wooden offset blocks, except as specified on proprietary end treatments and crash cushions. The composite blocks shall be selected from the Cabinet's List of Approved Materials.

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.

06/01/16

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.8 Irregular Proposals 102.14 Disqualification of Bidders
102.9 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the "material listing" on the Construction Procurement website under the specific letting;
3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:

- The entire expenditure paid to a DBE manufacturer;
- 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
- The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;

c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;

4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and

5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:
http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx

The prime contractor should notify the KYTC Office of Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact is Melvin Bynes and the telephone number is (502) 564-3601.

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

1/27/2017

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

ASPHALT MIXTURE

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

DGA BASE

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

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION B

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

SPECIAL NOTES FOR TRAFFIC ISLAND REMOVAL

Remove existing traffic islands as shown on the drawings or listed in the summary. Saw cut the existing pavement, asphalt surface, base, DGA or PCC pavement (if present). Excavate to an approximate depth of 8 inches below the bottom of the existing pavement level if DGA is not encountered. If no stone is encountered, then place 6 inches of DGA at the removal area. Remove and dispose of all materials. Do not damage existing culvert pipes and any existing underground utilities. Repair or restore any damaged items at no additional cost to the Department. Waste all removed materials off the Right of Way at sites obtained by the Contractor.

The area of removal will be replaced with 7 inches of Class 2 Asphalt Base 1.00D PG64-22 and 1 inch of Class 2 Asphalt Surface 0.38D PG64-22. Payment at the Contract unit prices per square yard for Remove Traffic Island, per ton of Class 2 Asphalt Base 1.00D PG64-22and per square yard for Class 2 Asphalt Surface 0.38D PG64-22 shall be full compensation for all labor, materials, equipment, and incidentals for saw cutting pavement, excavating and disposing of all materials and all other items necessary to complete the work to the satisfaction of the Engineer.

1-3640 removetrafficislandnote
01/01/2009

SPECIAL NOTE FOR STAKING

It is intended to replace the existing asphalt pavement at the same line and grade with new JPC Pavement. Therefore, the contractor is required to perform a field survey of the existing pavement in order to establish the existing cross slopes, transitions, alignments, and profile necessary to construct the project. Irregularities in the existing pavement are to be eliminated with the construction of a smooth line and grade of the new JPC pavement to ensure the best rideability as possible. The field survey is to be approved by the engineer.

The Department will measure "Staking" as a Lump Sum item. Payment at the contract unit price shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the survey and establish grade during construction.

Special Notes for JPC Pavement-10 IN/24

I. Description

Except as specified in these notes, perform all work according to the Department's 2012 Standard Specification, applicable special Provisions and Special Notes, Standard Drawings and Sepia Drawings, and the drawing else where in this proposal. Article references are to the Standard Specifications.

Furnish all materials, labor and equipment for the following work: (1) Asphalt Milling fo the existing Pavement; (2)Install JPC at the locations listed and/or directed by the engineer; (3) Pavement Markings; (4) Traffic Signal Loops; (5) Maintaining and controlling Traffic; and (6) All other work specified as part of this contract.

II. Materials

Except as specified in these notes or on these drawings, all materials will be according to the Standard Specifications and applicable Special Provisions and Special Notes. The Department will sample and test all materials according to the Department's sampling Manual and the Contractor will have the materials available for sampling a sufficient time in advance of their use, to allow for the necessary time for testing, unless otherwise specified in these notes.

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

B. JPC Pavement-10 IN/24. Use jointed plain concrete pavement 10 inch/24 for full depth replacement of concrete pavement as specified in the project typical section. Either central mixing or truck mixing will be allowed.

C. Joint and Crack Sealing. For joints use Hot-Poured Elastic Joint Sealant conforming to Section 807.03.01.

D. Pavement Markings. All permanent markings on the concrete pavement shall be Durable Preformed Type I Tape that conforms to Section 836 of the Standard Specifications. All permanent markings on bituminous pavement shall be pave striping permanent paint that conforms to Section 842 of the Standard Specifications.

E. Traffic Signal Loops. See Special Notes for Installation of Traffic Loops.

F. Geotextile Fabric Type IV and Crushed Stone Aggregate #2.
See the Phasing Notes for Details.

III. Construction Methods

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

B. Site Preparation. The Contractor is responsible for all site preparation. This item will include, but is not limited to, incidental excavation and backfilling; removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; shoulder preparation and restoration, temporary and permanent erosion and pollution control; and all incidentals. All Site preparation shall be only as approved or directed by the Engineer. Other than the bid items listed, no direct payment will be made for site preparation, but will be incidental to the other items of work.

C. Asphalt Milling and JPC Placement. Remove the existing Asphalt Pavement by milling machine without disturbing the underlying base or damaging the adjacent pavement remaining in place. Do not damage the existing Pavement on US 25E or entrances along the route not intended to be removed. Additional payment will not be made for any existing pavement removed greater than 10 inches in thickness. The existing Asphalt Pavement grade/profile may be used as a guideline but forming of the new JPC Pavement shall be independent of the existing pavement in order to ensure a smooth profile. The contractor is required to present their method of construction for ensuring and establishing a smooth profile for the Engineer's approval. Remove the existing asphalt pavement and replace with new concrete pavement in a continuous operation in accordance with the traffic control plan and these notes. The nominal depth of the JPC Pavement shall be 10 inches, however, transition the finished grade of the JPC Pavement to match adjacent pavement that is to remain in place; therefore, the actual thickness of the pavement may be greater than 10 inches in some areas. The concrete shall be constructed as outlined in the Kentucky Standard Specifications. The entire concrete area is to be "straight edged" with a tool no less than 10-feet long to ensure the best possible ride. New longitudinal joints will be constructed at the edges of the permanent lane configuration. Use tie bars for the longitudinal joints per the Kentucky Standard Specification. Contrary to specification, construction joints will only be permitted at transverse joint locations unless approved by the engineer.

D. Joint Sealing. Saw, clean and seal transverse and longitudinal joints as designated by the Engineer. Construct joints as outlined in the specification and standard drawings. Joints shall not be exposed to traffic without being joint sealed. All joints shall be sealed with Hot Pour Elastic.

E. Traffic Signal Loops. See special notes for installation of traffic loops. Contractor will be responsible for the protection of the lead wires from each loop to the junction box

during additional phases of construction. This operation will be at no additional cost to the department.

F. Crushed Stone Aggregate #2 and Geotextile Fabric Type IV. Place fabric and stone in areas that have been determined to be unstable to a depth of 1 foot below the elevation of the bottom of JPC Pavement.

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G. Disposal of Waste. Dispose of all cuttings, debris, and other waste off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. No separate payment will be made for the disposal of waste and debris from the project, but will be incidental to the other items of the work.

H. Pavement Markings. Temporary pavement markings will conform to the permanent marking locations or the Traffic Control Exhibits as applicable. Temporary striping will be in accordance with Section 112 and the permanent striping will be in accordance with Section 112 and Section 714.

I. On-Site Inspection. Each contractor submitting a bid for this work will make a thorough inspection of the site prior to submitting a bid and will thoroughly familiarize themselves with the existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.

J. Utility Clearance. It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that work does require relocation and/or adjustment, the utility companies will work concurrently with the Contractor while relocating their facilities.

K. Final Dressing, Clean Up, and Seeding and Protection. After all work is completed, remove all waste and debris from the construction sites. Restore disturbed shoulders. Perform Class A final dressing on all disturbed areas. Sow disturbed earthen areas with Seed Mixture No. 1. Grade as necessary to achieve positive drainage in the median from Sta. 5+00 to Sta. 9+00on US 25E. No payment will be made for this work. It will be considered incidental to the pay item for JPC Pavement.

L. Coordination of Work. Be advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor shall coordinate the work on this project with the work of the other contractors. In case of a conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

IV. Method of Measurement

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

B. Site Preparation. Other than the bid items listed, site preparation will not be measured for payment, but will be incidental to the other items of the work.

C. Asphalt Milling and Texturing. Asphalt Milling will be measured for payment in tons.

D. JPC Pavement-10 IN/24. See Section 501 and 502 of the Standard Specifications.

E. Joint Sealing. The Department will not measure Joint Sealing for payment, but shall be incidental to the bid item JPC Pavement-10 IN/24.

F. Signal Loops. See Special Notes for Installation of Traffic Loops.

G. Smooth Dowels and Deformed Tie Bars. Smooth dowels and deformed tie bars will not be measured for payment, but will be incidental to JPC Pavement-10 IN/24.

H. Restoration. All items of restoration will not be measured for payment, but shall be incidental to the other items of work.

I. Final Dressing, Clean Up, and Seeding and Protection. Final dressing, Clean Up, and Seeding and Protection will not be measured for separate payment, but shall be incidental to the other items of work.

J. Remove Curb. Removed Curb will be measured for payment in Linear Feet.

K. Dense Graded Aggregate. DGA Base for wedging shoulder edge drop-offs or the curb & gutter subgrade will not be measured for payment, but will be incidental to the curb and gutter construction.

L. Geotextile Fabric Type IV and Crushed Stone Aggregate #2. Geotextile Fabric Type IV will be measured and paid by the Square Yard and Crushed Stone Aggregate #2 will be paid by the ton.

SPECIAL NOTE FOR TRENCHING

Re-shape and compact excavated material from the trench for subgrade embankment as required to construct the new JPC Pavement Right Turning Lane towards London, asphalt paved shoulder and on the outside edge of the asphalt paved shoulder to eliminate any shoulder edge drop-offs. Material shall be trenched from the shoulders at a width varying from 3 feet wide to 21 feet. Excess material suitable for use as aggregate not needed to construct the shoulder wedge or be used for embankment shall become the property of the Department. Deliver this material to the State Maintenance facility in Laurel County. Waste only unsuitable materials off the right-of-way at sites obtained by the contractor at no additional cost to the Department.

The Department will measure "Trenching" in linear feet at the pavement/shoulder edge. Payment at the contract unit price per linear feet shall be full compensation for all labor, materials, equipment and incidentals for excavating the shoulder trench and reuse, delivery and/or disposal of the material.

1-3905 trenchingshoulderdepartmentecessmaterial
09/18/03

SPECIAL NOTE FOR PRE-CONSTRUCTION CONFERENCE

The Department will conduct a Pre-Construction Conference (Section 108.03 of the Standard Specifications) of the subject project prior to work being allowed to begin.

The purpose of the conference is to familiarize the awarded contractor with the requirements of the Contract.

Department of Highways officials will be present at the conference to answer questions concerning the project.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

SPECIAL NOTES FOR GUARDRAIL

I. DESCRIPTION

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

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

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

II. MATERIALS

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

A Maintain and Control Traffic. See Traffic Control Plan.

B. Guardrail. Furnish guardrail system components according to section 814 and the Standard Drawings; except use steel posts only, no alternates.

C. Delineators for Guardrail. Delineators for Guardrail. Furnish white and/or yellow Delineators for Guardrail according to Standard Drawing RBR-055.

D. Erosion Control. See Special Notes for Erosion Control.

III. CONSTRUCTION METHODS

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

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

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

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

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

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

D. Delineators for Guardrail. Install delineators for guardrail according to Standard Drawing RBR-055 and RBR-060, as applicable.

E. Property Damage. Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.

F. Coordination with Utility Companies. Locate all underground, above ground and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of guardrail operations at no additional cost to the Department.

G. Right of Way Limits. The Department has not established exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.

H. Disposal of Waste. Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See Special; Note for Waste and Borrow.

I. Final Dressing, Clean Up, and Seeding and Protection. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas according to the Special Notes for Erosion Control.

J. Erosion Control. See Special Notes for Erosion Control.

IV. METHOD OF MEASUREMENT

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

B. Site preparation. Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections as applicable.

C. Guardrail. See Section 719.04.

D. Delineators for Guardrail. See Standard Drawing RBR-055.

E. Erosion Control. See Special Notes for Erosion Control.

V. BASIS OF PAYMENT

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

B. Guardrail. See Section 719.05.

C. Delineators for Guardrail. See Standard Drawing RBR-055.

D. Erosion Control. See Special Notes for Erosion Control.

SPECIAL NOTES FOR REMOVAL OF GUARDRAIL TO ACCOMMODATE TRENCHING AND SHOULDER PAVING OPERATIONS

If necessary to accommodate trenching and shoulder paving operations and with prior approval of the Engineer, the Contractor may remove the existing guardrail system rail elements and offset blocks. Do not disturb guardrail posts, bridge end connectors, terminal sections, and/or end treatments. Perform all guardrail removal operations under the same full lane closure required for the trenching or paving operations. Remove the guardrail immediately in front of the trenching operation and reset the guardrail immediately after the operation has passed. If the trenching and the paving operations at the site of the guardrail removal are scheduled to be accomplished on the same day, the Contractor may leave the guardrail removed during the interval between the operations only when the operations are being performed under a single lane closure. Do not leave guardrail down overnight or at other times when operations are not actually in progress.

When resetting guardrail, do not leave blunt ends exposed where they would be hazardous to the public. If left in place between the trenching and paving operations, protect exposed ends protected with a temporary end treatment installed by connecting at least 25 feet of rail to the exposed end, and by slightly flaring, and burying the end of the rail completely into the existing shoulder. Place a drum with bridge panel in advance of the guardrail end and maintain during the interval between the trenching and paving operations.

Reset the guardrail to the lines and grades existing immediately prior to removal as shown on current standard drawings or as designated by the Engineer. The Engineer will check the existing guardrail to be removed and reset before removal begins. If components are found missing or damaged to the extent that they cannot be reused, the Department will furnish the necessary parts and materials to the Contractor for installation when the guardrail is reset. The Department will make these parts available to the Contractor at the Department's Laurel County Maintenance facility. Be responsible for all damage to the existing guardrail system resulting from the work. Replace any parts that are damaged or lost during the guardrail removal and replacement process. Correct any vertical or horizontal misalignment not present prior to removal by any method approved by the Engineer, which allows the construction of the guardrail to the true grade and prevents apparent sags.

The Department will not measure removing and resetting the existing guardrail, replacing guardrail components that were damaged or missing prior to project with components furnished by the Department, furnishing and installing parts lost or damaged by the Contractor, and providing and maintaining a temporary end treatment with drum and panel, but shall be incidental to other items of work, as applicable.

SPECIAL NOTE FOR
ASPHALT MILLING AND TEXTURING

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

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

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

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current Standard Specifications and the Standard Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the project will be in compliance with the appropriate Standard Drawings. DO NOT use cones for lane closures or shoulder closures. Channelizing drum spacing shall be 20-foot during all phases of construction.

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition, at the beginning of the work and maintained in like new condition until completion of the work. Traffic control devices used on this project must conform to the *Manual on Uniform Traffic Control Devices*, current edition.

The Contractor will be responsible for the movement of traffic signals to accommodate the changing traffic control scheme for the duration of the project. Any splicing, wiring, hooks, brackets and all other incidentals required to move the traffic signal heads to accommodate the new traffic control scheme shall be incidental to the pay item maintain & control traffic. Contractor shall notify the Project Engineer and District Traffic Engineer of plans to switch the traffic control phasing 48 hours prior to the operation. District traffic operations will adjust signal timing / phasing as required for the various traffic control schemes.

PROJECT PHASING & CONSTRUCTION PROCEDURES

Maintain a minimum of two traffic lanes (mainline) in each direction at all times during construction. The clear lane width shall be 10 Feet. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, the Contractor shall make provisions for the passage of the bus as quickly as possible.

CONSTRUCTION PHASING

PHASE 1 – SHOULDER TRENCHING AND ASPHALT PLACEMENT

Trench the Northbound and Southbound right shoulder at 15 feet wide on US 25E. The depth of the trenching will be 8 inches. Trenching material will be used for subgrade embankment where necessary and to eliminate any shoulder edge drop-off and for building the right turning lane on US 25. Two courses of 3.5 inch Class 2 Asphalt Base 1.00D PG64-22 will be placed and 1 inch of Class 2 Asphalt Surface will be placed. Traffic will be reduced to one lane in each direction on US 25E during this operation.

PHASE 2 – JPC PLACEMENT OF THE NORTHBOUND AND SOUTHBOUND LEFT THRU LANES, LEFT TURN LANES AND MEDIAN

Channelize traffic using drums to two lanes Southbound and Northbound on US25E utilizing the asphalt paved right shoulders and right thru lanes. Close the left most turning lane on US 25 Southbound. The clear lane width will be 10 feet. Notification of oversized wide load restrictions shall be directed to KVE and Permits. Remove the asphalt pavement areas from the Northbound left turning lane and left thru lane, the Southbound left turning lane and left thru lane except in the middle of the intersection of US 25E, prepare the subbase if necessary and place the new JPC Pavement 10 IN - 24 hour. All JPC Pavement will conform to Section 502 in the Kentucky Standard Specifications. Construct the 21 foot asphalt inside shoulder on US 25 Southbound just past the intersection for future phases. A six foot buffer zone as shown in the typical sections is desired in all construction work areas for constructability and separation from the traveling public.

PHASE 3 – JPC PLACEMENT IN NORTHBOUND RIGHT THRU LANE, SOUTHBOUND RIGHT THRU LANE AND THE RIGHT TURNING LANE TO LONDON ON US 25

Channelize traffic using drums to two lanes Northbound and Southbound in the new JPC pavement area on US 25E. Traffic will be shifted on US 25 in order to construct the new JPC Pavement for the merge lane. The left most turning lane on US 25 will be used for thru traffic from US 25W. A clear lane width of 10 feet will be maintained during construction. Remove the asphalt pavement from the Northbound and Southbound right thru lanes on US 25E and on the right shoulder on US 25; prepare the subbase if necessary; and place the new 10” JPC Pavement 24 hour. All JPC Pavement will conform to Section 502 in the Kentucky Standard Specifications. Construct asphalt shoulders as per the typical section along the US 25 merge lane and fill any voids between the asphalt shoulder and the new JPC Pavement with asphalt base.

PHASE 4A – 4D: JPC REMOVAL AND PLACEMENT IN THE INTERSECTION OF US 25E, US 25W AND US25.

Channelize traffic beginning approximately 500 foot prior to the intersection to accommodate one lane traffic in all directions. During this phase of construction, all permanent pavement markings within approximately 500 foot of the intersection on US25E will be removed and traffic maintained using barrels and temporary removable tape.

This phase shall be completed in 7 calendar days once started. **If this operation is**

not, then the project liquidated damages will be applied.

PHASE 5 – ASPHALT SHOULDER PAVING, SIGNAL EQUIPMENT, SHOULDERING AND PERMANENT PAVEMENT MARKINGS

Perform asphalt milling and texturing on the right shoulders and modified edge keys along US 25E and US 25W to receive asphalt surface as shown on the typical sections. Mill the existing asphalt shoulder to 1 inch below the final grade of the JPC Pavement. Place 1 inch of Class 2 Asphalt Surface 0.38D PG64-22 on all asphalt base shoulders and the existing shoulders on US 25E and US 25. Regrade / reshape the DGA Base shoulders on all legs of the US 25, US 25E and US 25W and construct an asphalt seal coat 4-feet in width in two applications. The clear lane width will be 10 feet. The Quadrapole Loops and Loop Lead-Ins constructed under the JPC Pavement will be connected at a junction box and then wired to the controller cabinet. Lane closures will be shortened, reduced to a shoulder closure, or removed as appropriate, when the Contractor does not have active operations requiring a lane closure. Once the loops are installed, the permanent pavement markings shall be placed using lane closures and mobile operations as required the entire length of the project.

LANE CLOSURES

Limit the lengths of lane closures to only that needed for actual operations in accordance with the phasing specified herein, or as directed by the Engineer. Lane closures must be monitored 24 hours a day by the contractor in order to provide safe travel for the general public and to ensure protection of the work zone.

SIGNS

Contrary to Section 112.04.02 and 112.04.03, Low Shoulder Signs will not be measured for payment, but shall be incidental to Maintain and Control Traffic. Contrary to section 112.04.02, only long term construction signs (signs intended to be continuously in place for more than 3 days) will be measured for payment; short term signs (signs intended to be left in place 3 days or less) will not be measured for payment but shall be incidental to Maintain and Control Traffic.

Traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Contrary to Section 112, Individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated for the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment. A quantity of signs has been included for lane shifts and lane splits. These signs will be paid once no matter how many times they are moved or relocated. **All legs of the intersection shall be reduced to a 35mph speed limit during all construction activities**.

Relocate and reset or cover existing permanent signs as required by the work. Obtain the Engineer's approval before removing or covering an existing sign. The Department will not measure relocating and resetting or covering existing permanent signs, but shall be incidental to Maintain and Control Traffic.

BARRICADES

Barricades used in lieu of barrels and cones for channelization or delineation will be incidental to Maintain and Control Traffic according to Section 112.04.01. Barricades used to protect pavement removal areas will be bid as each according to Section 112.04.04.

Individual barricades will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged barricades or barricades directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

VARIABLE MESSAGE SIGNS

Provide variable message signs in advance of and within the project at locations to be determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional variable message signs as directed by the Engineer. Place variable message signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens relocate or provide additional variable message signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The locations designated may vary as the work progresses. The messages required to be provided shall be designated by the Engineer. In the event of damage or mechanical/electrical failure, the Contractor shall repair or replace the Variable Message Sign within 24 hours. The Department will measure for payment the maximum number of variable message signs in concurrent use at the same time on a single day on all sections of the contract. Individual variable message signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged variable message signs directed by the Engineer to be replaced due to poor condition or readability will not be measured for payment.

ARROW PANEL

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of arrow panels in concurrent use at the same time on a single day on all sections of the contract. Individual arrow panels will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged arrow panels directed by

the Engineer to be replaced due to poor condition or readability will not be measured for payment. Arrow panels will remain the property of the Contractor after construction is complete.

TEMPORARY ENTRANCES

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

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

Payment will be allowed at the unit price bid for all asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, no direct payment will be allowed for aggregates, excavation and/or embankment needed. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

TRAFFIC LOOP INSTALLATION

All items required for lane closures related to this item of work shall be considered incidental to bid item "Maintain and Control Traffic". Install Traffic signal loops as per special notes. The Contractor shall coordinate the placement of the traffic loops with the Traffic Engineer.

PAVEMENT MARKINGS

Coordinate the installation of all temporary and permanent striping and Durable Type I Tape with the Engineer, and the TEBM for Traffic in the District. If there is a deviation from the existing striping plan, a striping plan for the pavement shall be provided to the Contractor prior to the installation of any temporary or permanent markings. Do not install temporary pavement striping, permanent pavement striping, and/or Durable Pavement markings without written permission from the Engineer.

Temporary Striping will be installed as per Section 112 with the following exceptions:

Temporary or Permanent striping or tape shall be in place before a lane is opened to traffic.

Any pavement striping conflicting with the traffic control phasing must be removed and will be paid as striping removal.

If the Contractor's operations or phasing requires temporary markings that must be subsequently removed from the final surface course, Temporary Removable Tape shall be used. This removable tape will be measured separately for payment.

PAVEMENT EDGE DROP-OFFS

A pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation shall not have an elevation difference greater than 1½". Warning signs (MUTCD W8-9 or W8-9A, or W8-11) shall be placed in advance of and at 1500' intervals throughout the drop-off area. Dual posting on both sides of the traveled way shall be required. All transverse transitions between newly surfaced pavement and the existing pavement areas that traffic may cross shall be wedged with asphalt mixture for leveling and wedging. Remove wedges prior to placement of the final surface course.

Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. Cones may be used in place of plastic drums, panels, and barricades during daylight working hours. Wedge with asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

4 inches and greater – Drop-offs 4 inches or greater will be allowed during duration of the project. Protect with a lane or shoulder closure using drums or barricades; cones will not be allowed for lane or shoulder closures for drop-offs 4 inches or greater. Place drums or barricades with spacing not to exceed 25 feet. Place Type III Barricades facing oncoming traffic at each drop off. If for any reason traffic must be maintained less than 6 feet from the drop off, wedge with DGA with 3:1 or flatter slope when work is not actively in progress in the drop-off area. Once excavation begins, work continuously to construct DGA and asphalt base to eliminate the drop-off. Drop-offs greater than 4 inches within 6 feet of traffic will not be allowed during non-working hours.

TRAFFIC COORDINATOR

Designate an employee to serve as Traffic Coordinator. The Traffic Coordinator will inspect the project maintenance of traffic once every two hours during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the

work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.
During any period when a lane closure is in place, the Traffic Coordinator will arrange for personnel to be present on the project at all times to inspect the traffic control, maintain the signing and devices, and relocate variable message boards as queue lengths change. The personnel will have access on the project to a radio or telephone to be used in case of emergencies or accidents.

COORDINATION OF WORK

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority for each project.

SPECIAL NOTE FOR TRAFFIC SIGNAL LOOP DETECTORS

I. DESCRIPTION.

Be advised there are existing traffic signal loop detectors within the construction limits of this project. Except as specified herein, perform traffic signal loop replacement in accordance with the Department's Standard and Supplemental Specifications, Special Notes and Special Provisions, and Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for replacement of traffic signal loop installation(s) and all other work specified as part of this contract.

A. PREBID REQUIREMENTS. Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a Contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.

Information provided in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown.

It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities.

II. MATERIALS.

Except as specified herein, furnish materials in accordance with Sections 723.02 and 835. Provide for materials to be sampled and tested in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in these Notes.

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

B. Sand. Furnish natural sand meeting the requirements of 804.04.01.

C. Seeding. Furnish Seed Mix Type I.

D. Loop Saw Slot and Fill. Furnish loop sealant, backer rod, and non-shrink grout according to the Saw Slot Detail.

E. Junction Boxes. Furnish electrical Junction Box Type B, #57 Aggregate, and Geotextile Fabric Type IV according to the Junction Box Detail.

F. Cable No. 14/1 Pair (Lead-in). Furnish cable that is specified in section 835. Cable shall be run splice free. This shall include splice kits to connect to the loop wire.

G. Conduit. Furnish and install appropriate conduit from transitions to the roadway, unction boxes and poles. See details below.

III. CONSTRUCTION METHODS.

Except as specified herein, construct and test Traffic Signal Loop Detectors in accordance with Section 723 and the drawings.

A. Testing. The Contractor shall test all loops and Cable No 14/1 Pair (Lead-In) according to section 723.03.17 before and after milling the roadway. The Contractor may have to separate the loop from the lead-in to perform this test. If the existing loop/lead-in meets the requirement in section 723.03.17 at the controller cabinet, the loop/lead-in shall not be replaced. If the existing loop/lead-in does not meet the requirement according to section 723.03.17 either before or after the milling, the loop/lead-in shall be replaced. If the loop is replaced before the milling, the Contractor shall verify that the loop meets the requirements per section 723.03.17 before the final surface is laid. If the loop does not meet the requirements per section 723.03.17, the Contractor shall replace the loop before the resurfacing activities begin and will be incidental to the milling bid item. The Contractor shall be responsible to re-splice the current loop to the lead-in with the proper splice as noted in the Standard Specifications (this will be incidental to the project).

B. Coordination. Notify the Engineer in writing, two (2) weeks prior to beginning any work. The Engineer will contact and maintain liaison with the District Traffic Engineer and the Central Office Division of Traffic Operations to coordinate the Department's operations with the Contractor's work.

C. Connection. The Contractor shall schedule all signal loop installation to ensure the new loops are connected to the lead-in and operational within 5 calendar days of the old loops being damaged and/or disconnected. This requirement includes damage caused by any work activity associated with the project. If the new signal loops are not functioning as intended following 5 calendar days, the Department may assess Liquidated Damages at a rate of $500 per calendar day per signal location until the loops are operating at pre-construction conditions. All liquidated damages will be applied cumulatively.

D. Maintain and Control Traffic. See Traffic Control Plan.

E. Milling. On projects involving milling and texturing of the existing pavement, install loops in the existing pavement before or after performing the milling and texturing, but prior to placement of the final asphalt surface course. If after milling the remnant contents of the existing saw slot (grout, loop wires, backer rod, and/or loop sealant) are not intact and flush with or below the top of the milled portion of the asphalt and with the saw slot completely filled with fines from the milling operation, clear the saw slot of loose remnant contents and refill the saw slot with natural sand. Obtain the Engineer's approval of the stabilized saw slot prior to resurfacing. The Department will not measure for separate payment clearing and stabilizing the saw slot, but shall consider this work incidental to Asphalt Pavement Milling and Texturing.

F. Loop Saw Slot and Fill. The following is a typical step by step procedure for the installation of a loop:

- Carefully mark the slot to be cut, perpendicular to the flow of traffic and centered in the lane.
- Make each saw-cut 3/8-inch wide and at a depth such that the top of the backer rod is a minimum of 4 inches below the surface of asphalt pavement.
- Drill a 1½ inch core hole at each corner and use a chisel to smooth corners to prevent sharp bends in the wire.
- Clean ALL foreign and loose matter out of the slots and drilled cores and within 1 foot on all sides of the slots using a high pressure washer.
- Completely dry the slots and drilled cores and within 1 foot on all sides of the slots.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1½ inch hole on a 45º angle to the conduit adjacent to the roadway.
- Closely inspect all cuts, cores, and slots for jagged edges or protrusions prior to the placement of the wire. All jagged edges and protrusions shall be ground or re-cut and cleaned again.
- Place the loop wire splice-free from the termination point (cabinet or junction box) to the loop, continue around the loop for two turns (6’x30’ loop) or three turns (6’x6’ loop), and return to the termination point.
- Push the wire into the saw slot with a blunt object such as a wooden stick. Make sure that the loop wire is pushed fully to the bottom of the saw slot. Screwdrivers shall not be used.
- Install duct sealant to a minimum of 1 inch deep into the cored 1½ inch hole.
- Apply loop sealant from the bottom up and fully encapsulate the loop wires in the saw slot. The wire should not be able to move when the sealant has set.
- Cover the encapsulated loop wire with a continuous layer of backer rod along the entire loop and home run saw slots such that no voids are present between the loop sealant and backer rod.

- Finish filling the saw cut with non-shrinkable grout per manufacturer's instructions. Alleviate all air pockets and refill low spaces. There shall be no concave portion to the grout in the saw slot. Any excess grout shall be cleaned from the roadway to alleviate tracking.
- Clean up the site and dispose of all waste off the project.
- Ensure that the grout has completely cured prior to subjecting the loop to traffic. Curing time varies with temperature and humidity.

G. Final Dressing, Clean Up, and Seeding. After all work is completed, clean work sites and all disturbed areas. Dispose of all waste and debris off the right of way at sites obtained by the Contractor at no additional cost to the Department. Sow all disturbed earthen areas with Seed Mix Type I.

H. Removal: The Contractor shall remove all existing junction boxes, wire from spans/poles/junction boxes/conduits, and conduits. The removal will be incidental to the project.

I. Property/Roadway Damage. The Contractor shall be responsible for all damage to public and/or private property resulting from the work. Upon completion of the work, restore all disturbed highway features and private property in like kind design and materials at no additional cost to the Department.

J. Right-of-Way Limits. The Department has not established exact limits of Right-of-Way. Limit work activities to obvious Right-of-Way and work areas secured by the Department through Consent and Release of the adjacent property owners. Be responsible for all encroachments onto private lands.

K. Utility Clearance. Work around and do not disturb existing utilities. The Department does not anticipate that existing utilities will require relocation; however, if utility relocation is required, the utility companies will work concurrently with the Contractor while relocating their facilities.

L. Caution. Consider the information in this proposal and shown on the plans and the type of work listed herein to be approximate. Do not take the information to be an accurate evaluation of the materials and conditions to be encountered during construction. The bidder must draw his own conclusions as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and will not consider any claims for additional compensation if the conditions encountered are not in accordance with the information shown.

M. Control. Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other Contractors and its own forces and to permit public

utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with each other's work will be reduced to a minimum. By submitting bid, the Contractor agrees to make no claims against the Department for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

N. Bore and Jack. If conduit is under pavement of any kind, bore and jack 2" rigid steel conduit under all pavement areas except for the area that the loop transitions from the saw slot. The installation of conduit should follow the detail below.

IV. MEASUREMENT.

The Department will measure for payment only the bid items listed. See section 723.04 for bid item notes. All other items required to complete the construction shall be incidental to the bid items listed.

A. Maintain and Control Traffic. See Traffic Control Plan

B. Loop Wire. Bid Item 4830

C. Cable No. 14/1 Pair. Bid item 4850

D. Loop Saw Slot and Fill. Bid item 4895

E. Conduit. Bid item 4792, 4793, and 4795

F. Trenching and Backfilling. Bid item 4820

G. Electrical Junction Box Type B. Bid item 4811

H. Bore and Jack Conduit. Bid item 21543EN

V. PAYMENT. The Department will make payment for the completed and accepted quantities of listed items according to Section 723.05. The Department will consider payment as full compensation for all work required under these notes and the Standard Specifications.

SPECIAL NOTE FOR PREFORMED QUADRAPOLE LOOPS

I. DESCRIPTION.

Except as specified herein, perform all work in accordance with the Departments 2012 Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Article references are to the Standard Specifications. Furnish all materials, equipment, labor, and incidentals for placement of preformed quadrapole loops, preformed loops, preformed loop/lead-In, loop lead-in, conduit, junction box, wiring, and connection to the existing signal system.

A. PREBID REQUIREMENTS.

Each contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.

Information provided in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw their own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown.

It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities.

II. MATERIALS.

Except as provided herein, provide materials according to Section 723.02 and Section 835.

A. Preformed Quadrapole Loops or Preformed loops. All preformed loop wire shall be 16-gauge THWN stranded copper, single conductor in a 2-4-2 configuration for Quadrapole as shown on the Quadrapole Loop detail. If it is a 6'x6' loop, it shall have 3 turns installed in the preformed loop. The loop shall be housed in a class A oil resistant heavy-duty reinforced rubber hose with a 250-PSI internal pressure rating. Hose for the loop assembly shall be one continuous piece. The 3/8" I.D. (5/8" O.D.) hose shall be factory assembled. Preformed loops shall be pre-wired. The loop configuration lengths shall be assembled for the specific application. Hose tee connections shall be high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing the glue joints. The tee shall have the

same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking.

1. Preformed Loop/Lead-In. All preformed loop/lead-in (homerun) wire shall be 16-gauge THWN stranded copper, single conductor in a 2 configuration for homerun wire as shown on the quadrapole Loop detail. The homerun wire is from the junction box to the edge of the quadrapole loop. The home run shall be housed in a class A oil resistant heavy-duty reinforced rubber hose with a 250-PSI internal pressure rating. Hose for the loop and home run wire assembly shall be one continuous piece from the hose tee. The 3/8" I.D. (5/8" O.D.) hose shall be factory assembled. Homerun wires shall be pre-wired. The homerun lengths shall be assembled for the specific application. Hose tee connections shall be high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing the glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking.

B. Maintain and Control Traffic. See Traffic Control Plan.

C. Sand. Furnish natural sand meeting the requirements of 804.04.01.

D. Seeding. Furnish Seed Mix Type I.

E. Loop Saw Slot and Fill. Furnish loop sealant, backer rod, and non-shrink grout according to the Saw Slow Detail. Only to be used if sawing into existing pavement. Most of the time the preformed loops will be laid on the ground under the final concrete inlay.

F. Junction Boxes. Furnish junction box type B, #57 aggregate, and geotextile filter type IV according to junction box detail.

G. Cable No. 14/1 pair. Furnish cable that is specified in section 835. Cable shall be ran splice free. This shall include splice kits to connect to the preformed loop/lead-in (homerun).

H. Conduit. Furnish and install appropriate conduit from transitions to the roadway, junction boxes and poles. See details below.

III. CONSTRUCTION.

Except as specified herein, perform all work in accordance with the Departments 2012 Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Except as provided herein, construct Preformed Quadrapole Loops in accordance with applicable portions of Section 723.

A. Testing. The contractor shall test all loops and cable no 14/1 pair (lead-in) according to section 723.03.17 before and after concrete inlays' construction. The

contractor may have to separate the loop from the lead-in to perform this test. If the loop/lead-in meets the requirement in section 723 at the controller cabinet, the loop/lead-in shall not be replaced. If the existing loop or preformed loop does not meet the requirement according to section 723.03.17 either before or after the concrete inlay, the loop shall be replaced. If the loop is replace before the concrete inlay, the contractor shall verify that the loop meets the requirements per section 723.03.17 before the final concrete inlay is laid. If the loop does not meet per section 723.03.17, the contractor shall replace the loop or preformed loop and it will be incidental to the concrete inlay bid item. The contractor shall be responsible to re-splice the current loop to the lead-in with the proper splice as noted in the spec book (this will be incidental to the project).

B. Coordination. Notify the Engineer in writing, two (2) weeks prior to beginning any work. The Engineer will contact and maintain liaison with the District Traffic Engineer and the Central Office Division of Traffic Operations to coordinate the Department's operations with the Contractor's work. The electrical contractor shall coordinate with the general contractor and inspector to ensure the preformed loops are located and installed prior to placing the concrete inlays for each lane, JPC Pavement and JPC Shoulders, and operational prior to opening JPC Pavement to traffic.

C. Connection. The contractor shall schedule all signal loop installation to ensure the new loops are connected to the lead-in and operational within 7 calendar days of the old loops being damaged and/or disconnected. This requirement includes damage caused by any work activity associated with the project. If the new signal loops are not functioning as intended following 7 calendar days, the Department may assess Liquidated Damages at a rate of $500 per calendar day per signal location until the loops are operating at pre-construction conditions. All liquidated damages will be applied cumulatively.

D. Maintain and Control Traffic. See Traffic Control Plan.

E. Concrete inlays. The contractor shall coordinate with the concrete contractor and the resident engineer to get preformed loops installed in a timely matter. The contractor may have to use 1" PVC conduit in sections of the concrete inlay for transition from lane to lane so that the perform loop or perform loop/lead-in can be connected to the perform loop. The PVC conduit shall be incidental to the project. The contractor may have to use the preformed to keep the loop functioning while the installation of the other concrete inlays lanes. The preformed loop may be attached to the top pavement as recommended by the manufacturer.

F. Milling. If milling and texturing of the existing pavement, install preformed loops or preformed loop/lead-in in the existing pavement before or after performing the milling and texturing. If, after milling, the remnant contents of the existing saw slot (grout, loop wires, backer rod, and/or loop sealant) are not intact and flush with or below the top of the milled portion of the asphalt and with the saw slot completely filled with fines from the milling operation, clear the saw slot of loose remnant contents and refill the saw slot with natural sand. Obtain the Engineer's approval of the stabilized saw slot prior to resurfacing. The Department will not measure for separate payment clearing and stabilizing

the saw slot, but shall consider this work incidental to Asphalt Pavement Milling and Texturing.
E.

D. Loop Saw Slot and Fill. This will only be used if installed in existing concrete or in asphalt. The following is a typical step by step procedure for the installation of a loop.

- Carefully mark the slot to be cut, perpendicular to the flow of traffic and centered in the lane.
- Make each saw-cut 3/4-inch wide and at a depth such that the top of the backer rod is a minimum of 4 inches below the surface of asphalt/concrete pavement.
- Drill a 1½ inch core hole at each corner and use a chisel to smooth corners to prevent sharp bends in the wire.
- Clean ALL foreign and loose matter out of the slots and drilled cores and within 1 foot on all sides of the slots using a high pressure washer.
- Completely dry the slots and drilled cores and within 1 foot on all sides of the slots.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1½ inch hole on a 45º angle to the conduit adjacent to the roadway. There will be one for each homerun.
- Closely inspect all cuts, cores, and slots for jagged edges or protrusions prior to the placement of the wire. All jagged edges and protrusions shall be ground or re-cut and cleaned again.
- Place the preformed loop and homerun splice-free from the termination point (cabinet or junction box) to the preformed loop.
- Push the preformed loop and homerun into the saw slot with a blunt object such as a wooden stick. Make sure that the preformed loop and homerun is pushed fully to the bottom of the saw slot. Screwdrivers shall not be used.
- Install duct sealant to a minimum of 1 inch deep into the cored 1½ inch hole.
- Apply loop sealant from the bottom up and fully encapsulate the preformed loop and homerun in the saw slot. The preformed loop and homerun should not be able to move when the sealant has set.
- Cover the encapsulated preformed loop and homerun with a continuous layer of backer rod along the entire loop and home run saw slots such that no voids are present between the loop sealant and backer rod.
- Finish filling the saw cut with non-shrinkable grout per manufacturer's instructions. Alleviate all air pockets and refill low spaces. There shall be no concave portion to the grout in the saw slot. Any excess grout shall be cleaned from the roadway to alleviate tracking.
- Clean up the site and dispose of all waste off the project.
- Ensure that the grout has completely cured prior to subjecting the loop to traffic. Curing time varies with temperature and humidity.

E. Final Dressing, Clean Up, and Seeding. After all work is completed, clean work sites and all disturbed areas. Dispose of all waste and debris off the right of way at sites obtained by the Contractor at no additional cost to the Department. Sow all disturbed earthen areas with Seed Mix Type I.

F. Removal: The contractor shall remove all existing junction boxes, wire from spans/poles/junction boxes/conduits, and conduits. The removal will be incidental to the project.

G. Property/roadway Damage. The contractor shall be responsible for all damage to public and/or private property resulting from the work. Upon completion of the work, restore all disturbed highway features and private property in like kind design and materials at no additional cost to the Department.

H. Right-of-Way Limits. The Department has not established exact limits of Right-of-Way. Limit work activities to obvious Right-of-Way and work areas secured by the Department through Consent and Release of the adjacent property owners. Be responsible for all encroachments onto private lands.

I. Utility Clearance. Work around and do not disturb existing utilities. The Department does not anticipate that existing utilities will require relocation; however, if utility relocation is required, the utility companies will work concurrently with the Contractor while relocating their facilities.

J. Caution. Consider the information in this proposal and shown on the plans and the type of work listed herein to be approximate. Do not take the information to be an accurate evaluation of the materials and conditions to be encountered during construction. The bidder must draw their own conclusions as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and will not consider any claims for additional compensation if the conditions encountered are not in accordance with the information shown.

K. Control. Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with each other's work will be reduced to a minimum. By submitting bid, the Contractor agrees to make no claims against the Department for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

L. Bore and Jack. This will be used if the conduit is under pavement of any kind. The conduit shall be 2" rigid steel conduit under all pavement areas except for the area that the loop transition from the saw slot. The installation of conduit should follow the detail below.

IV. MEASUREMENT

The Department will measure for payment only the bid items listed. See section 723.04 for bid item notes. All other items required to complete the construction shall be incidental to the bid items listed.

A. Maintain and Control Traffic. See Traffic Control Plan.
B. Preformed loop quadrapole loops. Bid item 20453ES835. Usually used for 6x30 loops.
C. Preformed loops. Bid item 20452ES835. Usually used for 6x6 loops.
D. Preformed loop/lead-in. Bid item 4894.
E. Cable No. 14/1 Pair. Bid item 4850.
F. Loop saw slot and fill. Bid item 4895.
G. Conduit. Bid item 4792, 4793, and 4795.
H. Trenching and Backfilling. Bid item 4820.
I. Electrical Junction boxes type B. Bid item 4811.
J. Bore and Jack Conduit. Bid item 21543EN.

V. PAYMENT

The Department will make payment for the completed and accepted quantities of listed items according to Section 723.05. The Department will consider payment as full compensation for all work required under these notes and the Standard Specifications.

Construction and measurement notes that are contrary to section 723:

Subsection: 03.02 pole and base installation.
Revision: Replace the first paragraph with the following: regardless of the station and offset noted, locate all poles/bases behind the guardrail a minimum of four feet from the front face of the guardrail to the front face of the pole base. Orient the handhole door away from traffic travel path. If pole base is installed within a sidewalk the top of the pole base shall be the same grade as the sidewalk.

Subsection: 03.02 pole and base installation.
Part: a) steel strain and mast arm pole installation.
Revision: Insert the following sentence at the beginning of the first paragraph: install pole bases 4 to 6 inches above grade.

Subsection: 03.02 pole and base installation.
Part: a) steel strain and mast arm pole installation.
Revision: Replace the second paragraph with the following: for concrete base installation, see subsection 716.03.02 b), 2), paragraphs 2-6. Drilled shaft depth shall be based on the soil conditions encountered during drilling and slope condition at the site. Refer to the design chart below:

Subsection: 03.02 pole and base installation
Part: b) pedestal or pedestal post installation.
Revision: Replace the second sentence with the following: if over 12 feet high the base shall have the minimum depth and diameter as subsection 716.03.02 (a), paragraph 2.

Subsection: 03.03 trenching.
Revision: Replace the first sentence with the following: see subsection 716.03.03 (b).

Subsection: 03.03 trenching.
Part: a) under roadway
Revision: Delete part a) under roadway.

Subsection: 03.05 conduit requirements in junction boxes.
Revision: Delete the subsection and replace with the following: 723.03.05 fuse connector kits. See subsection 716.03.09.

Subsection: 03.06 coupling installation.
Revision: Delete the subsection and replace with the following: 723.03.06 painting. See subsection 716.03.15.

Subsection: 03.07 bonding requirements.
Revision: Delete the subsection and replace with the following: 723.03.07 electrical junction boxes. See subsection 716.03.10.

Subsection: 03.15 painting
Revision: Remove title and revised to remove signal equipment. Replace entire note with the following:

Remove all traffic signal equipment that is identified by the engineer as no longer necessary including, but not limited to, the following: pole bases, poles, junction boxes, cabinets, wood poles, and advance warning flashers. Pole bases shall be removed a minimum of one foot below finished grade by chipping off or other method that is approved by the engineer. Dispose of all removed concrete off right-of-way. Wood poles shall be removed a minimum of one foot below finished grade. Backfill holes with material approved by the engineer. Conduit may be abandoned in the ground. Contact the district traffic engineer to determine if any removed signal equipment needs to be returned to the district and to determine the location/time for such deliveries.

Subsection: 03.17 acceptance and inspection requirements.
Revision: Replace the first paragraph of the section with the following: See subsection 105.12. In coordination with the district traffic engineer, energize traffic control device as soon as it is fully functional and ready for inspection. After the work has been completed, conduct an operational test demonstrating that the system operates in accordance with the plans in the presence of the engineer. The department will also conduct its own tests with its own equipment before final acceptance. Ensure that the traffic control device remains operational until the division of traffic operations has provided written acceptance of the electrical work.

Subsection: 04.01 conduit
Revision: Replace the second sentence of the subsection with the following: The department will not measure conduit fittings, ground lugs, test plugs, expansion joints, and clamps for payment and will consider them incidental to this item of work.

Subsection: 04.02 electrical junction box type various.
Revision: Replace the subsection with the following: the department will measure the quantity as each individual unit furnished and installed. The department will not measure additional junction boxes for greater depths than those identified in plans, aggregate (#57), backfilling, restoration of disturbed areas to the satisfaction of the engineer, geotextile fabric, concrete, hot dipped galvanized cover, stainless steel screws, rubber gasket, and any associated hardware for payment and will consider them incidental to this item of work.

Subsection: 04.03 trenching and backfilling.
Revision: Replace the second sentence with the following: the department will not measure excavation, backfilling, underground utility warning tape, and the restoration of disturbed areas to original condition for payment and will consider them incidental to this item of work.

Subsection: 04.05 loop wire.
Revision: Replace the second sentence of the subsection with the following: The department will not measure splice boots, cable rings, and any other necessary hardware for payment and will consider them incidental to this item of work.

Subsection: 04.06 cable.
Revision: Replace the second sentence of the subsection with the following: The department will not measure splice boots, cable rings, and any other hardware for payment and will consider them incidental to this item of work.

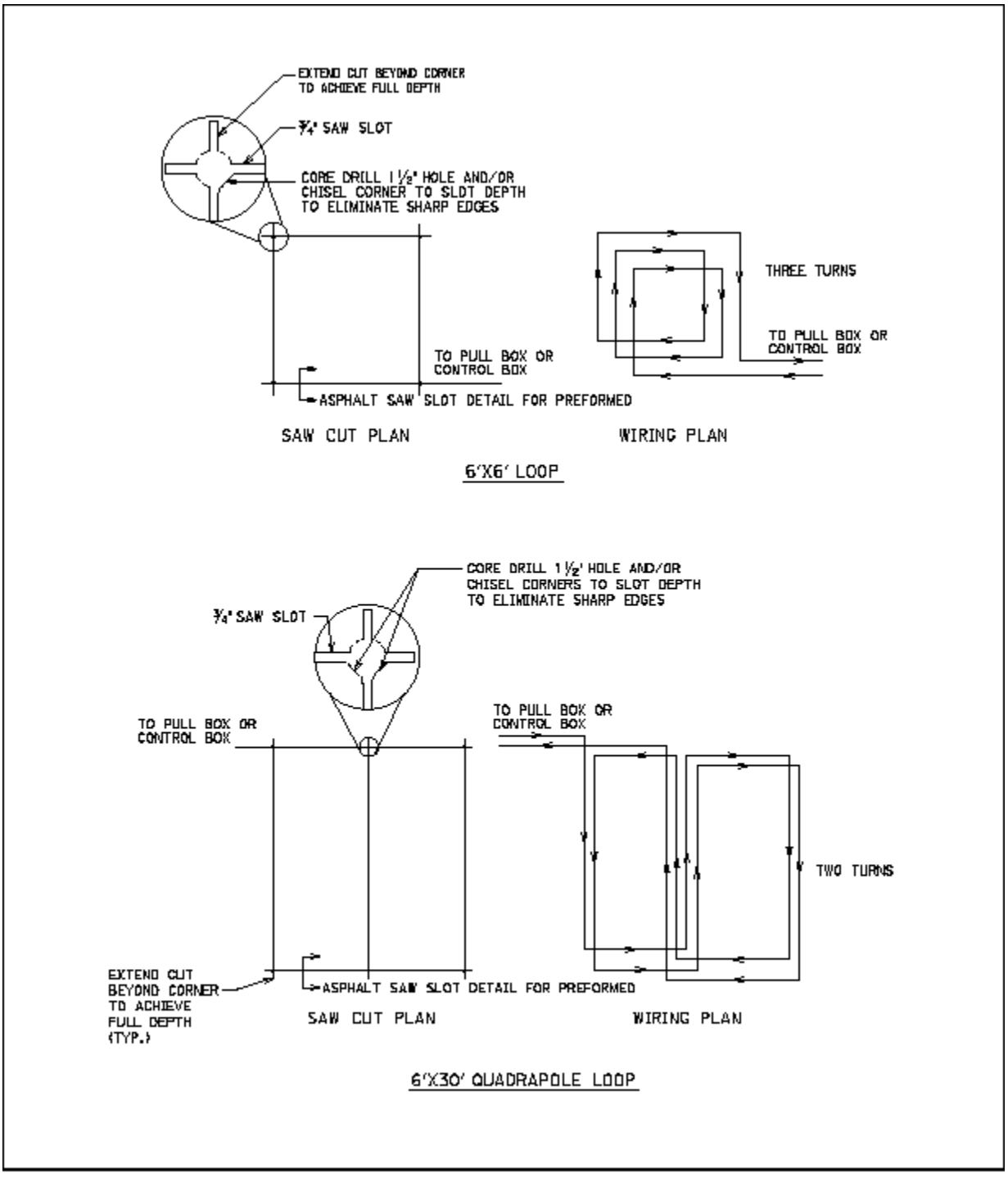
Subsection: 04.15 loop saw slot and fill.
Revision: Replace the second sentence of the subsection with the following: The department will not measure sawing, cleaning, filling induction loop saw slot, loop sealant, backer rod, drilling hole for conduit, and grout for payment and will consider them incidental to this item of work.

Subsection: 04.30 bore and jack conduit.
Revision: Replace the paragraph with the following: The department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway.

Construction and measurement notes that are contrary to section 716:

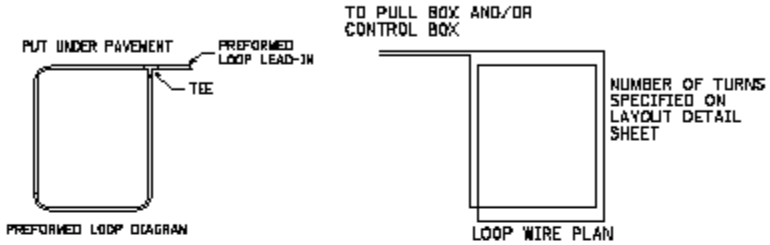
Subsection: 03.04 conduit installation.
Revision: Add the following to the part to the subsection: G) bore and jack. Construction methods shall be in accordance with subsections 706.03.02, paragraphs 1, 2 and 4.

Preformed Quadrapole Loops
Page **9** of **10**



Preformed Quadrapole Loops
Page **10** of **10**

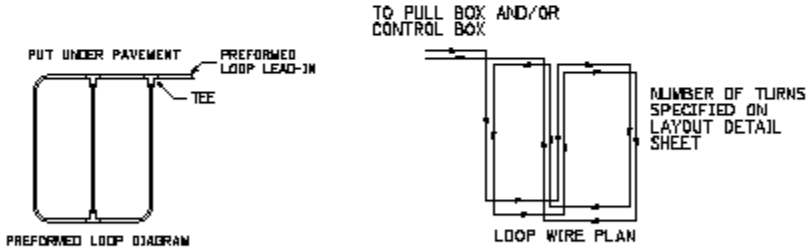
PREFORMED LOOP LEAD-IN SHALL BE TWISTED WITH THREE TO FIVE TURNS PER FOOT UNTIL TERMINATED AT FIELD CONNECTIONS IN THE CABINET OR CONNECTED TO SHIELDED CABLE.



STANDARD PREFORMED LOOP

*ALL LOOPS THAT ARE NOT QUADRAPOLES SHALL BE STANDARD AND HAVE 3 TURNS

PREFORMED LOOP LEAD-IN SHALL BE TWISTED WITH THREE TO FIVE TURNS PER FOOT UNTIL TERMINATED AT FIELD CONNECTIONS IN THE CABINET OR CONNECTED TO SHIELDED CABLE.



QUADRAPOLE PREFORMED LOOP

*ALL 6'x30' LOOPS SHALL BE QUADRAPOLE AND SHALL HAVE A 2-4-2 CONFIGURATION

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

TC 62-226
Rev. 01/2016
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RIGHT OF WAY CERTIFICATION

☒ Original ☐ Re-Certification — RIGHT OF WAY CERTIFICATION

ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
11-9005.10	Laurel	FE01 063 025E 000-001	HSIP 0251(043)

PROJECT DESCRIPTION

Improvements at the intersection of US 25E and US 25 that include the construction of an additional left turn lane on SB US 25E, extending the left and right turn lanes on NB US 25E, and constructing a second thru lane on US 25 to receive the dual left turns being constructed on SB US 25E

☒ **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	N/A	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	Daniel W. Hoffman	Printed Name	Gregg Combs
Signature	Daniel W. Hoffman	Signature	Greg Combs
Date	04/03/2017	Date	4-3-2017
Right of Way Director		**FHWA**	
Printed Name	Tony Moore for Dena Loy	Printed Name	No Signature Required
Signature	Tony Moore	Signature	as per FHWA-KYTC Current Stewardship Agreement
	4-5-2017		

UTILITIES AND RAIL CERTIFICATION NOTE

LAUREL COUNTY, HSIP 0251(043) &
FE01 063 025E 000-001
US25E, US25W & US25 / CONCRETE INTERSECTION
11-9005.10

Utility coordination efforts conducted by the project sponsor have 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.

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

- **No Rail Involved**
- **Minimal Rail Involved (See Below)**
- **Rail Involved (See Below)**

UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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

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

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The

Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

UTILITIES AND RAIL CERTIFICATION NOTE

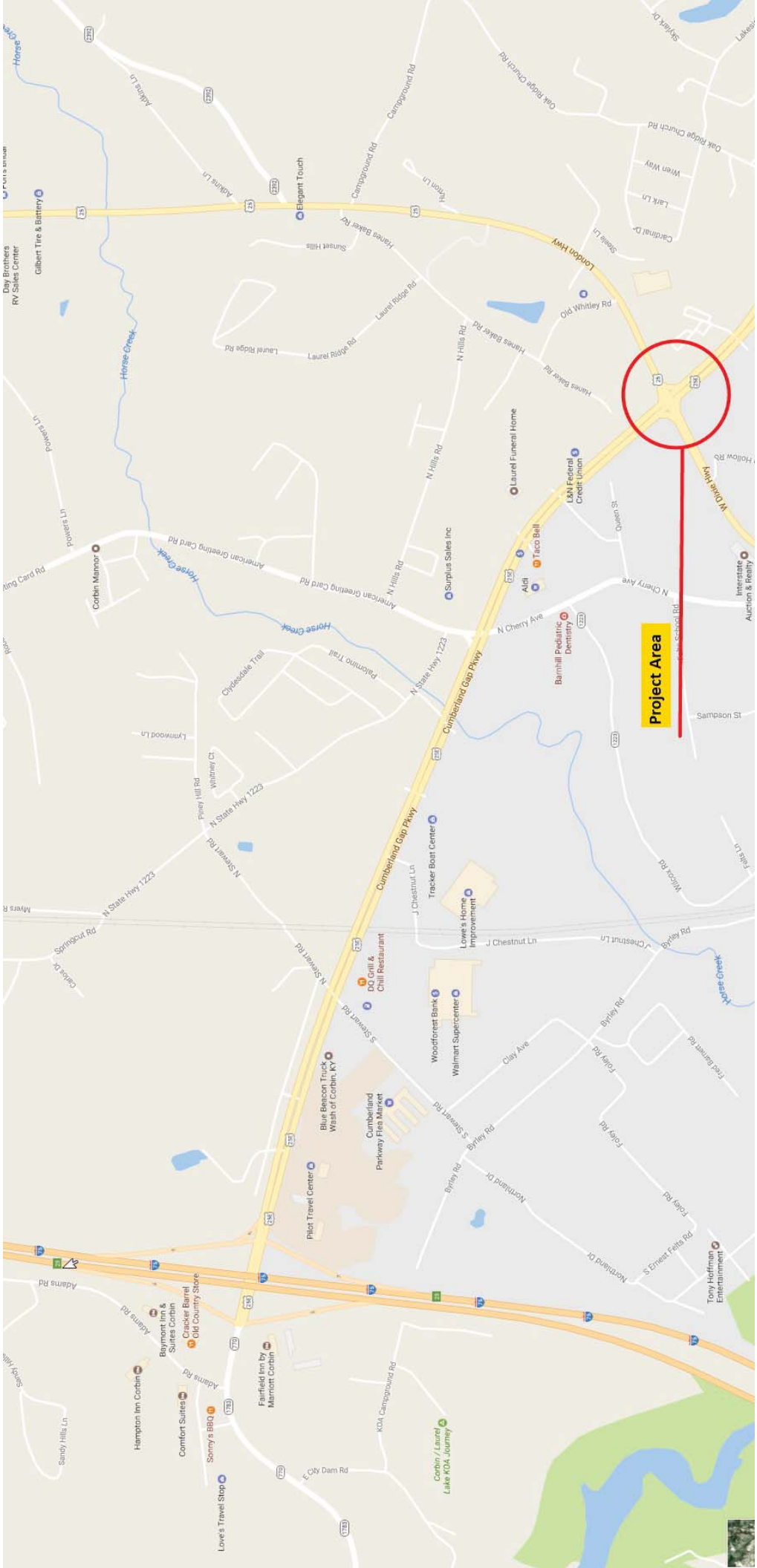
LAUREL COUNTY, HSIP 0251(043) &
FE01 063 025E 000-001
US25E, US25W & US25 / CONCRETE INTERSECTION
11-9005.10

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

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

AREA UTILITIES CONTACT LIST

Utility Company/Agency	Contact Name	Contact Information
Barbourville Utilities	Josh Callihan	606-546-3187
AT&T	O'dell Keene	606-248-7243
Windstream	Rodney Armstrong	606-878-3267
Spectrum Cable	Lee Bowlin	606-271-2504
Corbin City Utilities	Ron Herd	606-528-4026
KU	Mike Money	606-246-1262


Project Area
London Hwy
W Dixie Hwy
Cumberland Gap Pkwy
N Cherry Ave
Laurel Ridge Rd
Horse Creek
Old Whitley Rd
Hanes Baker Rd
N Hills Rd
American Greeting Card Rd
Laurel Funeral Home
L&N Federal Credit Union
Taco Bell
Aldi
Surplus Sales Inc
Barnhill Pediatric Dentistry
Interstate Auction & Realty
Sampson St
N State Hwy 1223
Tracker Boat Center
Lowe's Home Improvement
J Chestnut Ln
Byrley Rd
DQ Grill & Chill Restaurant
Woodforest Bank
Walmart Supercenter
Blue Beacon Truck Wash of Corbin, KY
Cumberland Parkway Flea Market
Pilot Travel Center
Clay Ave
Foley Rd
Northland Dr
S Ernest Faris Rd
Tony Hoffman Entertainment
Adams Rd
Baymont Inn & Suites Corbin
Cracker Barrel Old Country Store
Fairfield Inn by Marriott Corbin
Hampton Inn Corbin
Comfort Suites
Sonny's BBQ
Love's Travel Stop
KOA Campground
Corbin / Laurel Lake KOA Journey
E City Dam Rd
Corbin Mannor
Elegant Touch
Gilbert Tire & Battery
Day Brothers RV Sales Center
Campground Rd
Oak Ridge Church Rd
Sunset Hills
Clydesdale Trail
Palomino Trail
Whitney Ct
Springcut Rd
Sandy Hills Ln
Adkins Ln
Lowers Ln
Wilcox Rd
Ferris Ln
Ford Barnes Rd

MATERIAL SUMMARY

CONTRACT ID: 174122 **121GR17T011-FE01 & HSIP** **11063025E1701**

CUMBERLAND GAP PARKWAY (US 25E) BEGINNING 1200 FEET SOUTH OF THE US 25 /US 25W INTERSECTION (0.116) AND EXTENDING TO 600 FEET NORTH OF THE US 25/ US 25W INTERSECTION (0.458) JPC PAVEMENT INLAY, A DISTANCE OF .34 MILES.

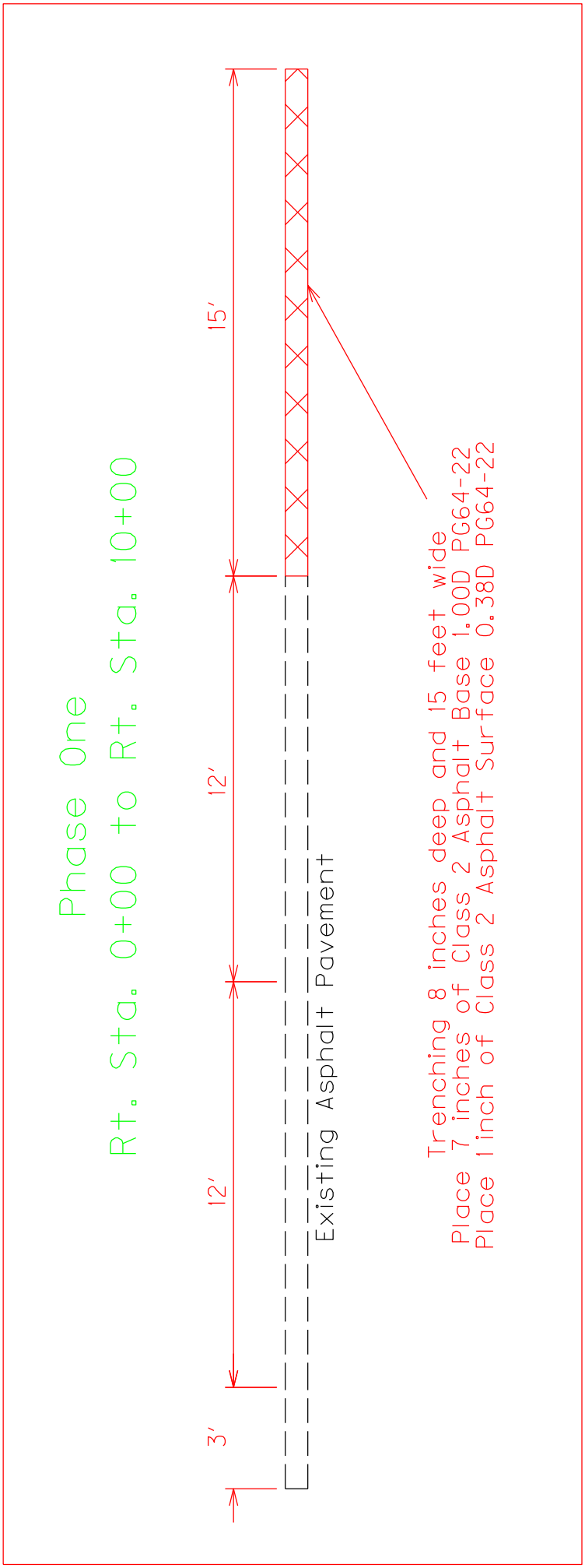
Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00301	CL2 ASPH SURF 0.38D PG64-22	150.00	TON
0010	00212	CL2 ASPH BASE 1.00D PG64-22	1,000.00	TON
0015	02024	JPC PAVEMENT-10 IN/24	4,045.00	SQYD
0020	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS
0025	06427	TRENCHING	3,000.00	LF
0030	06514	PAVE STRIPING-PERM PAINT-4 IN	4,500.00	LF
0035	06550	PAVE STRIPING-TEMP REM TAPE-W	9,000.00	LF
0040	06551	PAVE STRIPING-TEMP REM TAPE-Y	6,000.00	LF
0045	06554	PAVE STRIPING-DUR TY 1-4 IN W	8,100.00	LF
0050	06555	PAVE STRIPING-DUR TY 1-4 IN Y	8,000.00	LF
0055	06561	PAVE STRIPING-DUR TY 1-12 IN Y	1,500.00	LF
0060	23270ES717	PAVE MARK TY 1 TAPE-CURV ARROW	33.00	EACH
0065	23255ES717	PAVE MARK TY 1 TAPE-STRAIGHT ARROW	18.00	EACH
0070	23268ES717	PAVE MARK TY 1 TAPE-MERGE ARROW	3.00	EACH
0075	02569	DEMOBILIZATION	1.00	LS
0080	06574	PAVE MARKING-THERMO CURV ARROW	10.00	EACH
0085	06568	PAVE MARKING-THERMO STOP BAR-24IN	36.00	LF
0090	23265ES717	PAVE MARK TY 1 TAPE STOP BAR-24 IN	108.00	LF
0095	00078	CRUSHED AGGREGATE SIZE NO 2	2,000.00	TON
0100	02599	FABRIC-GEOTEXTILE TYPE IV	5,000.00	SQYD
0105	04894	PREFORMED LOOP/LEAD-IN	250.00	LF
0110	00100	ASPHALT SEAL AGGREGATE	36.00	TON
0115	02562	TEMPORARY SIGNS	600.00	SQFT
0120	23253ES717	PAVE MARK TY 1 TAPE CROSS HATCH	400.00	SQFT
0125	06530	PAVE STRIPING REMOVAL-4 IN	9,000.00	LF
0130	06533	PAVE STRIPING REMOVAL-12 IN	900.00	LF
0135	23875NC	REMOVE THERMOPLASTIC ARROWS	50.00	EACH
0140	20997ED	REMOVE TRAFFIC ISLAND	250.00	SQYD
0145	06600	REMOVE PAVEMENT MARKER TYPE V	50.00	EACH
0150	05950	EROSION CONTROL BLANKET	2,000.00	SQYD
0155	02677	ASPHALT PAVE MILLING & TEXTURING	2,500.00	TON
0160	02726	STAKING	1.00	LS
0165	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0170	00291	EMULSIFIED ASPHALT RS-2	4.30	TON
0175	10030NS	ASPHALT ADJUSTMENT	4,496.00	DOLL
0180	10020NS	FUEL ADJUSTMENT	2,965.00	DOLL

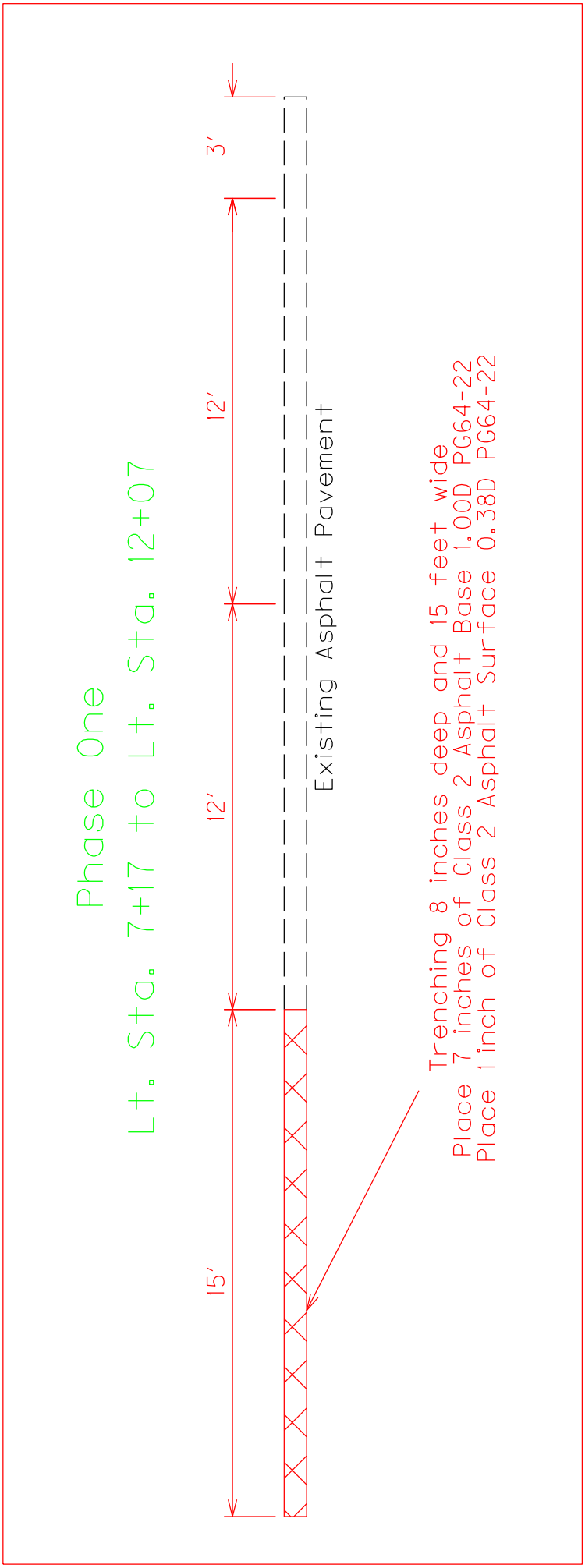
MATERIAL SUMMARY

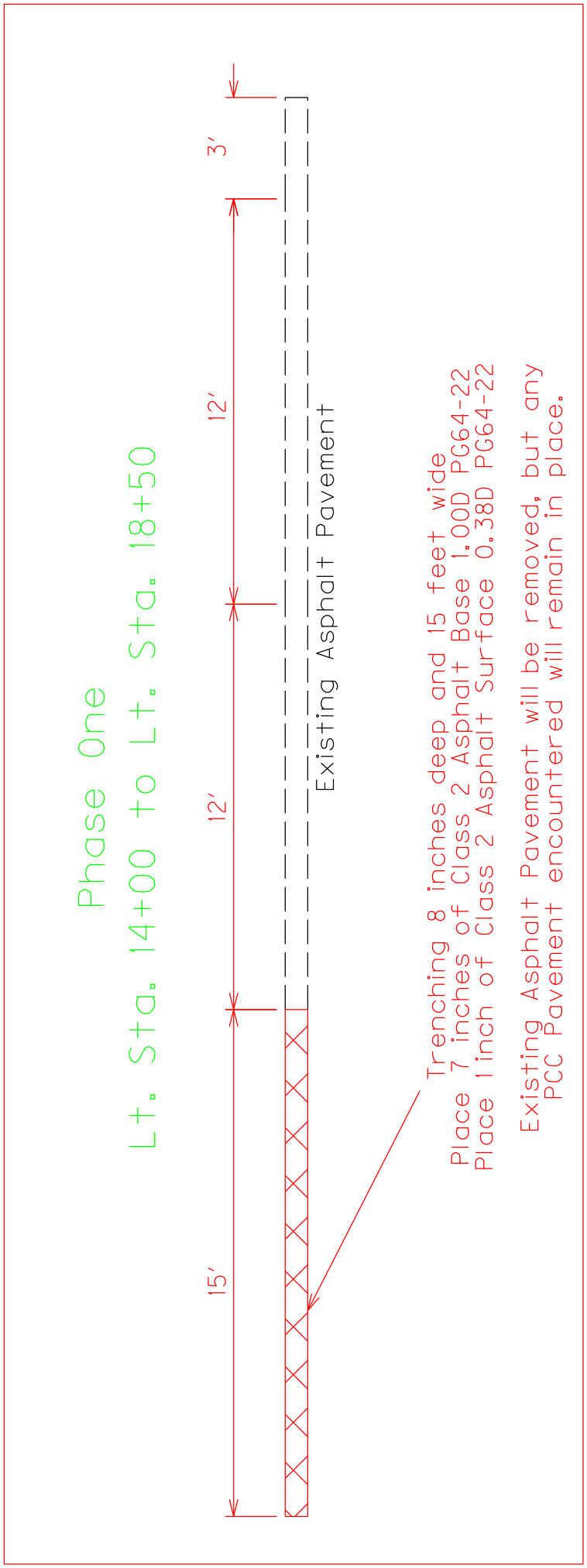
CONTRACT ID: 174122 **121GR17T011-FE01 & HSIP** **11063025E1702**

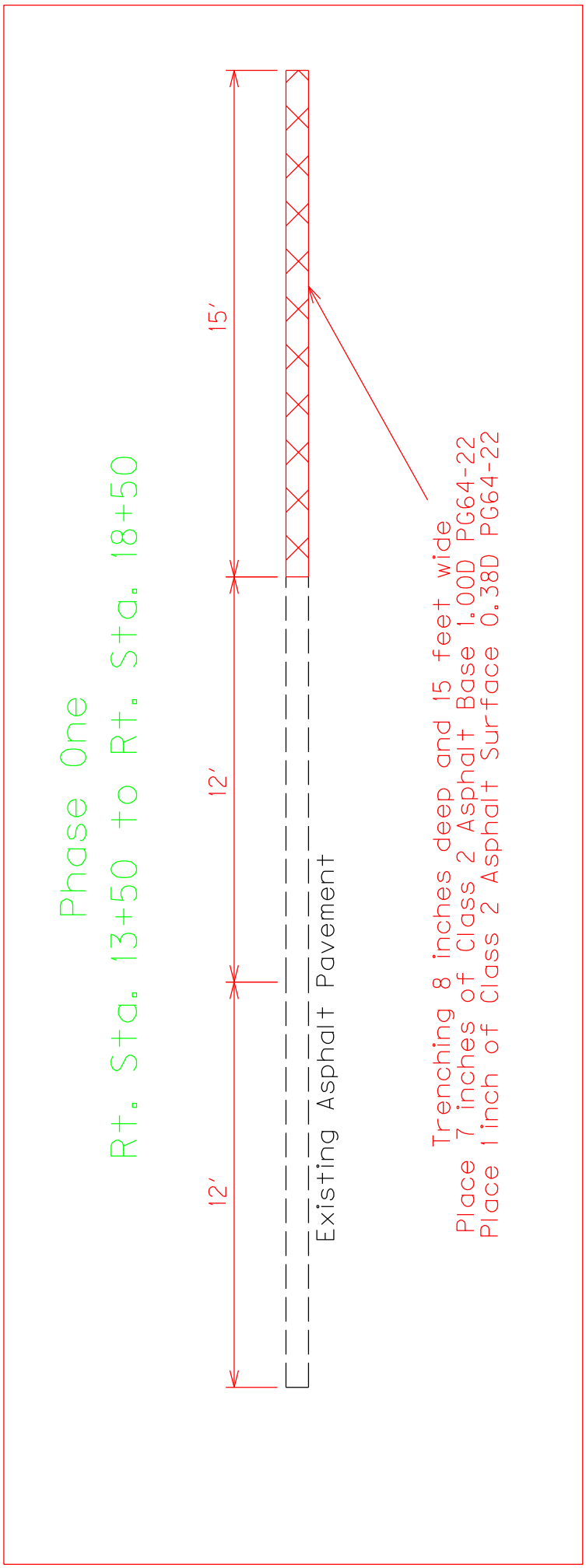
CUMBERLAND GAP PARKWAY (US 25E) BEGINNING 1200 FEET SOUTH OF THE US 25 /US 25W INTERSECTION (0.116) AND EXTENDING TO 600 FEET NORTH OF THE US 25/ US 25W INTERSECTION (0.458) JPC PAVEMENT INLAY, A DISTANCE OF .34 MILES.

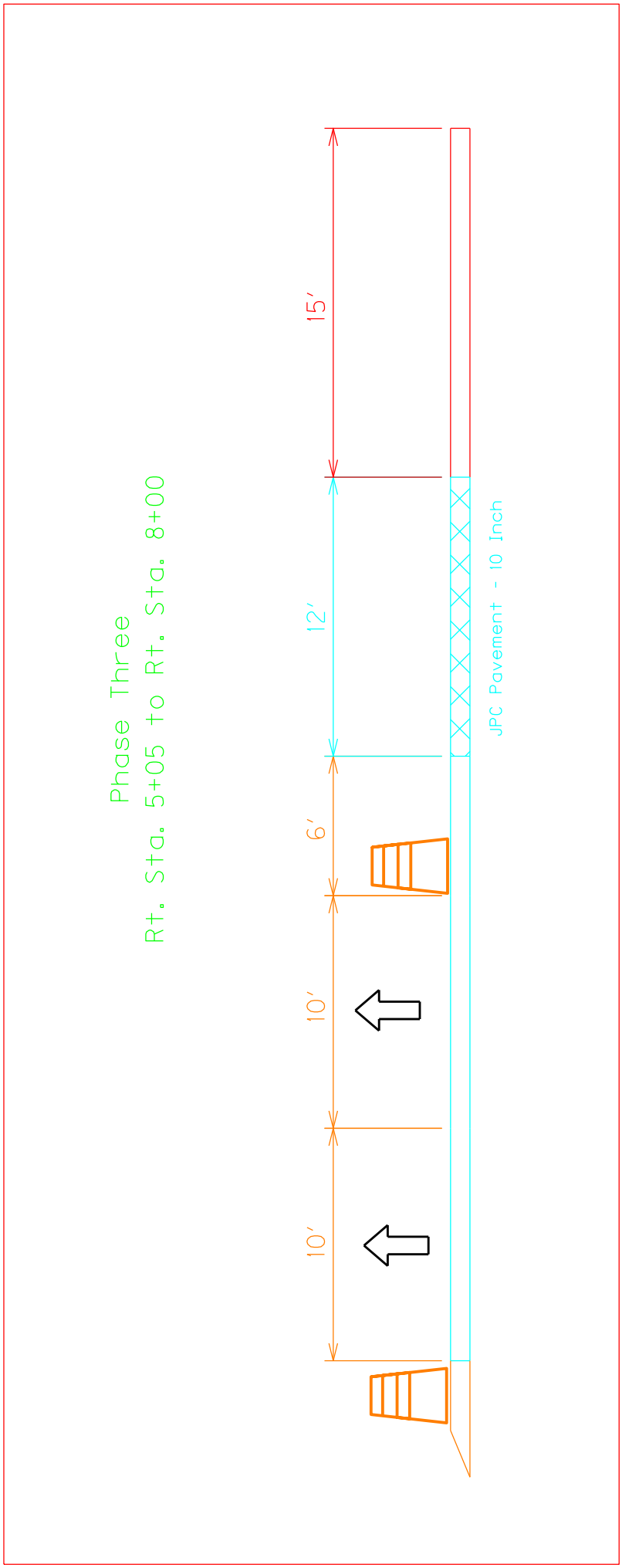
Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0185	00212	CL2 ASPH BASE 1.00D PG64-22	1,000.00	TON
0190	00301	CL2 ASPH SURF 0.38D PG64-22	150.00	TON
0195	02024	JPC PAVEMENT-10 IN/24	2,955.00	SQYD
0200	02677	ASPHALT PAVE MILLING & TEXTURING	1,100.00	TON
0205	02569	DEMOBILIZATION	1.00	LS
0210	20453ES835	PREFORMED QUADRAPOLE LOOPS	204.00	LF
0215	20452ES835	PREFORMED LOOPS	144.00	LF
0220	04795	CONDUIT-2 IN	500.00	LF
0225	04850	CABLE-NO. 14/1 PAIR	3,760.00	LF
0230	04811	ELECTRICAL JUNCTION BOX TYPE B	4.00	EACH
0235	04885	MESSENGER-10800 LB	20.00	LF
0240	22628NN	DROP BOX INLET-MOD	1.00	EACH
0245	02381	REMOVE GUARDRAIL	2,200.00	LF
0250	02351	GUARDRAIL-STEEL W BEAM-S FACE	2,200.00	LF
0255	02360	GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH
0260	04932	INSTALL STEEL STRAIN POLE	1.00	EACH
0265	23157EN	TRAFFIC SIGNAL POLE BASE	7.00	CUYD
0270	10020NS	FUEL ADJUSTMENT	2,649.00	DOLL
0275	10030NS	ASPHALT ADJUSTMENT	4,496.00	DOLL

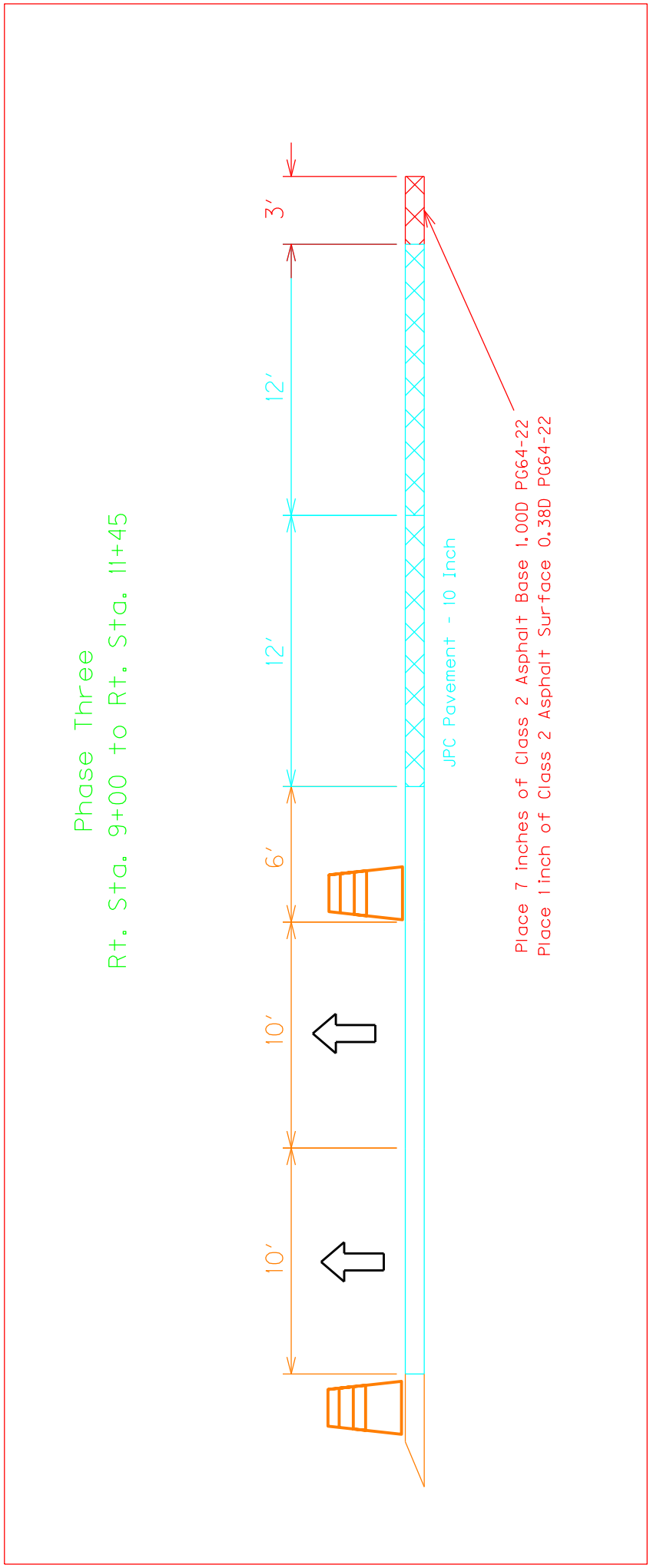

Phase One
Rt. Sta. 0+00 to Rt. Sta. 10+00
15'
12'
12'
3'
Existing Asphalt Pavement
Trenching 8 inches deep and 15 feet wide
Place 7 inches of Class 2 Asphalt Base 1.00D PG64-22
Place 1 inch of Class 2 Asphalt Surface 0.38D PG64-22

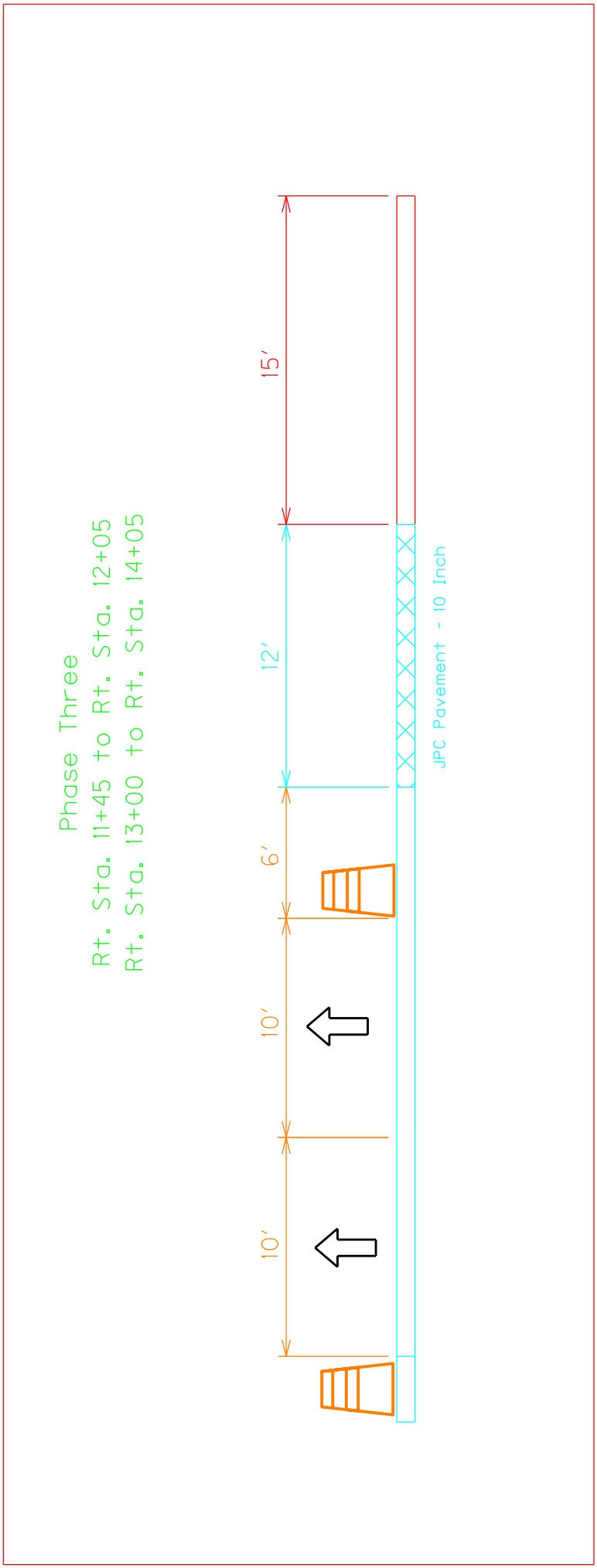

Phase One
Lt. Sta. 7+17 to Lt. Sta. 12+07
3'
12'
12'
15'
Existing Asphalt Pavement
Trenching 8 inches deep and 15 feet wide
Place 7 inches of Class 2 Asphalt Base 1.00D PG64-22
Place 1 inch of Class 2 Asphalt Surface 0.38D PG64-22

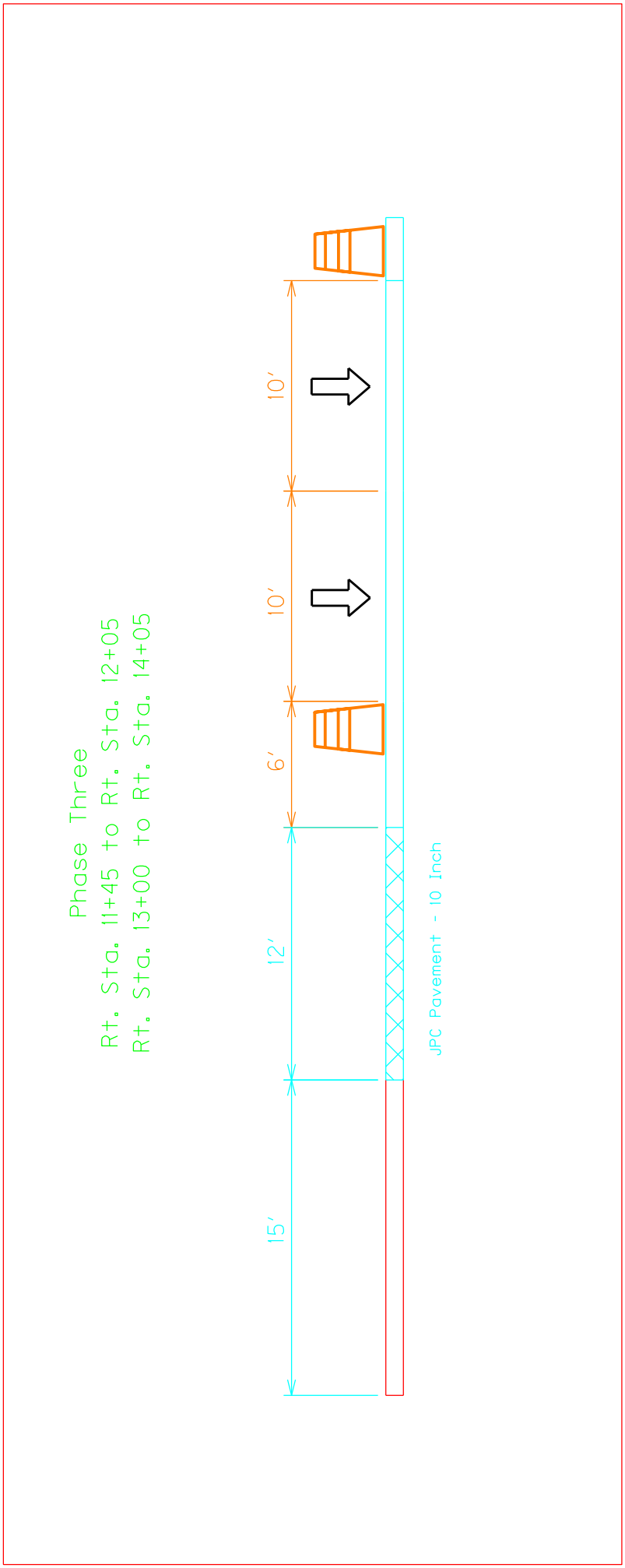

Phase One
Lt. Sta. 14+00 to Lt. Sta. 18+50
3'
12'
12'
15'
Existing Asphalt Pavement
Trenching 8 inches deep and 15 feet wide
Place 7 inches of Class 2 Asphalt Base 1.00D PG64-22
Place 1 inch of Class 2 Asphalt Surface 0.38D PG64-22
Existing Asphalt Pavement will be removed, but any
PCC Pavement encountered will remain in place.

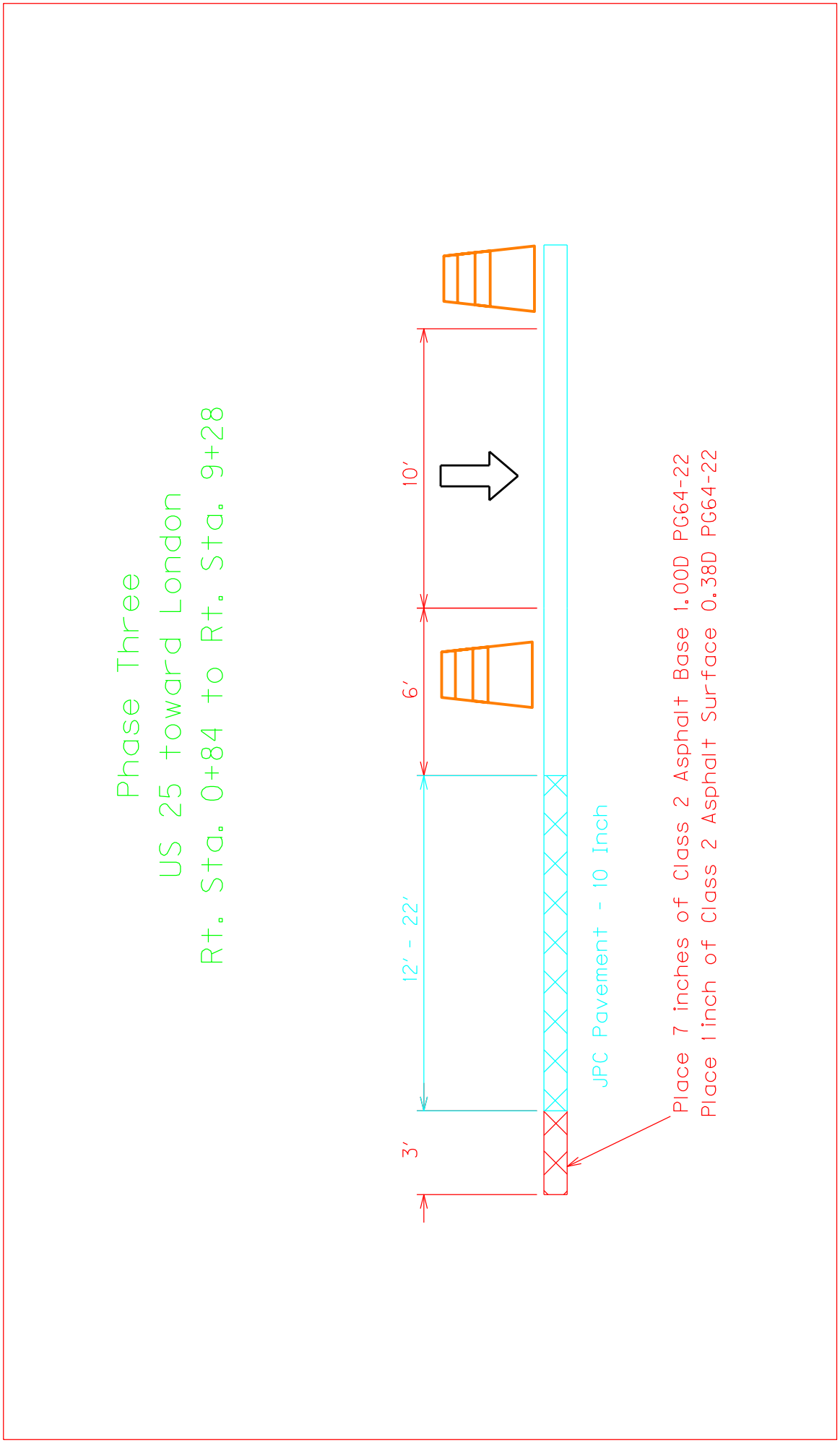

Phase One
Rt. Sta. 13+50 to Rt. Sta. 18+50
15'
12'
12'
Existing Asphalt Pavement
Trenching 8 inches deep and 15 feet wide
Place 7 inches of Class 2 Asphalt Base 1.00D PG64-22
Place 1 inch of Class 2 Asphalt Surface 0.38D PG64-22

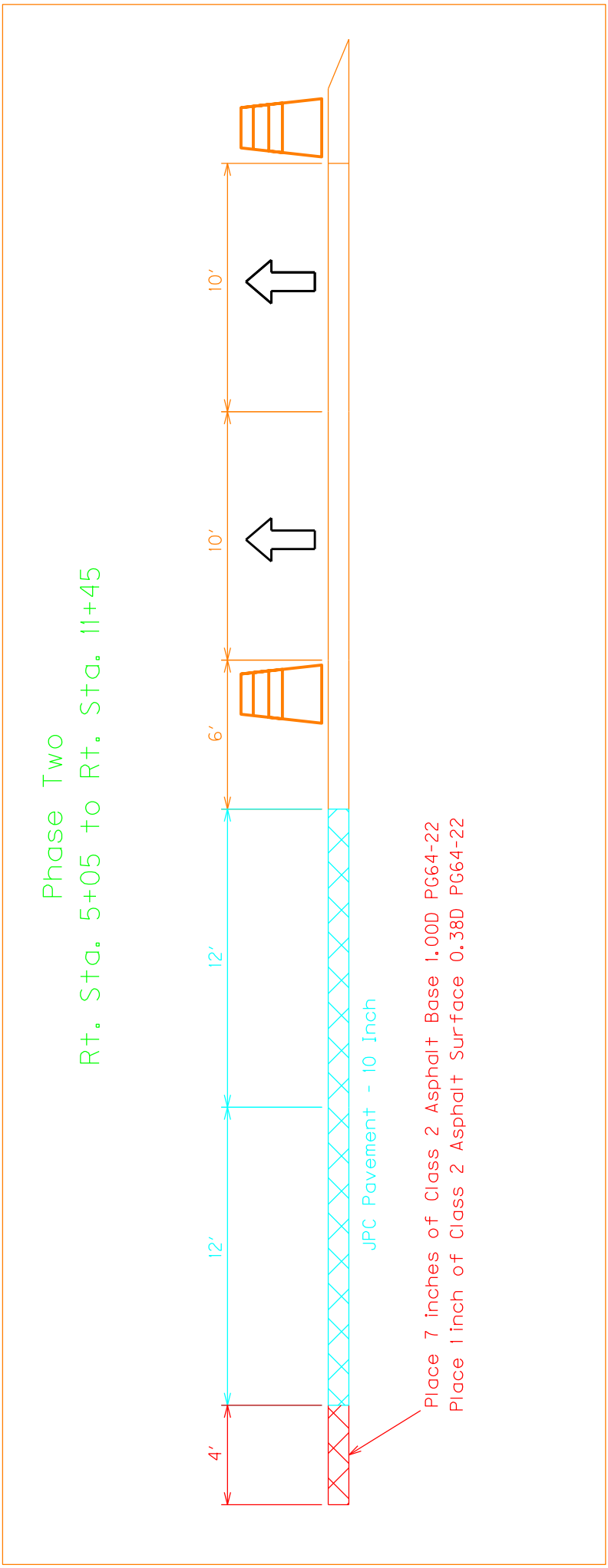

Phase Three
Rt. Sta. 5+05 to Rt. Sta. 8+00
15'
12'
6'
10'
10'
JPC Pavement - 10 Inch

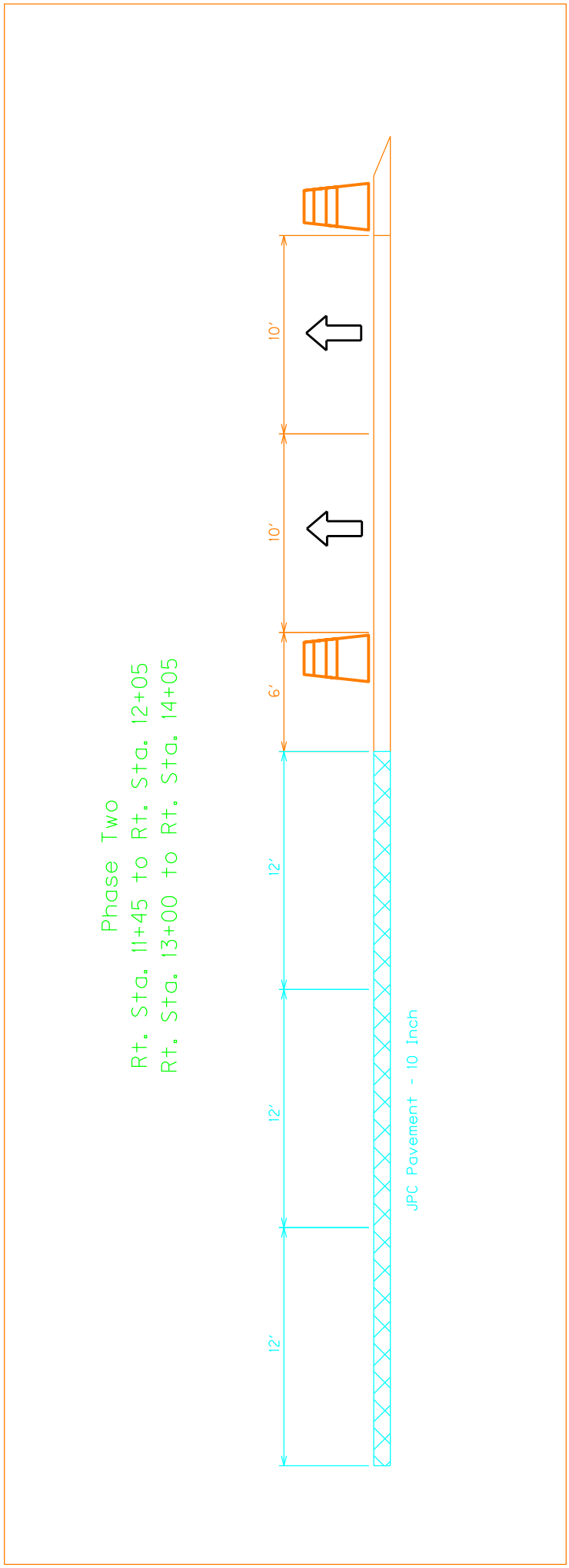

Phase Three
Rt. Sta. 9+00 to Rt. Sta. 11+45
3'
12'
12'
6'
10'
10'
JPC Pavement - 10 Inch
Place 7 inches of Class 2 Asphalt Base 1.00D PG64-22
Place 1 inch of Class 2 Asphalt Surface 0.38D PG64-22

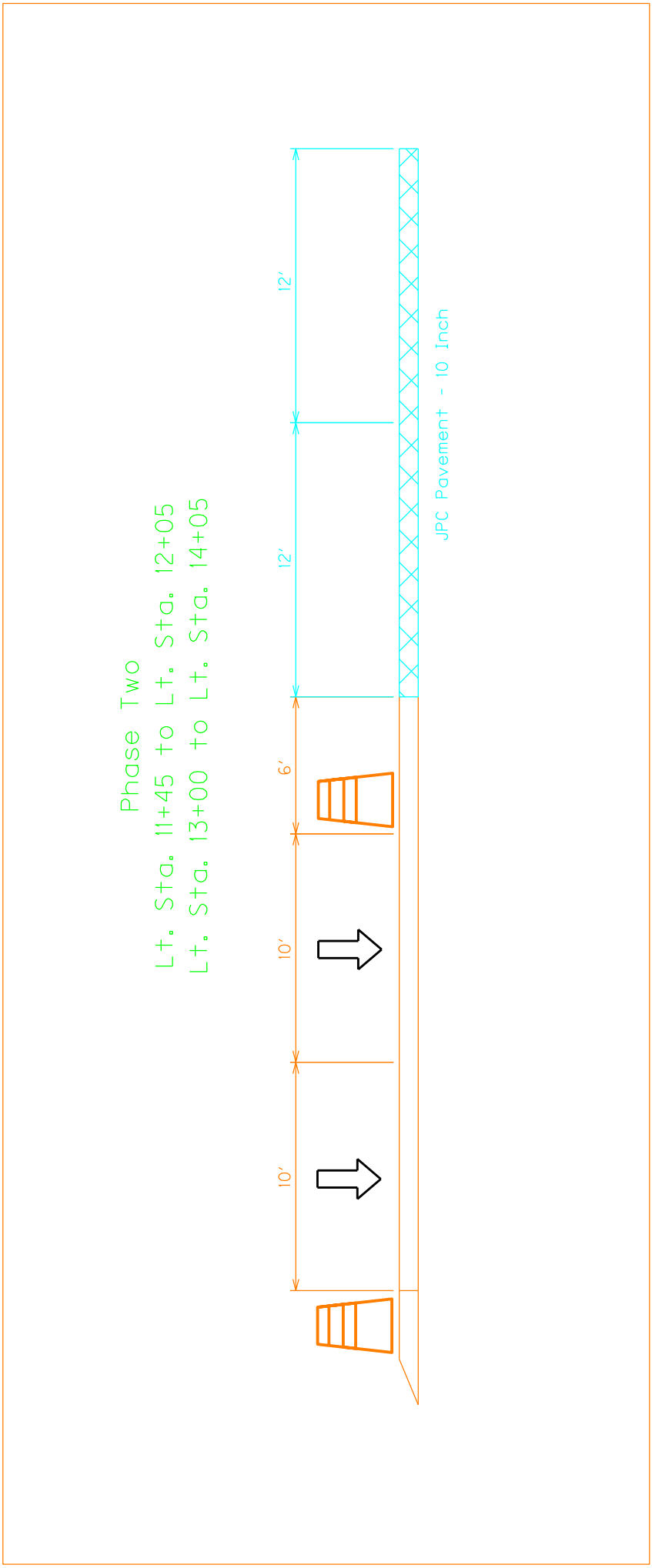

Phase Three
Rt. Sta. 11+45 to Rt. Sta. 12+05
Rt. Sta. 13+00 to Rt. Sta. 14+05
15'
12'
6'
10'
10'
JPC Pavement - 10 Inch

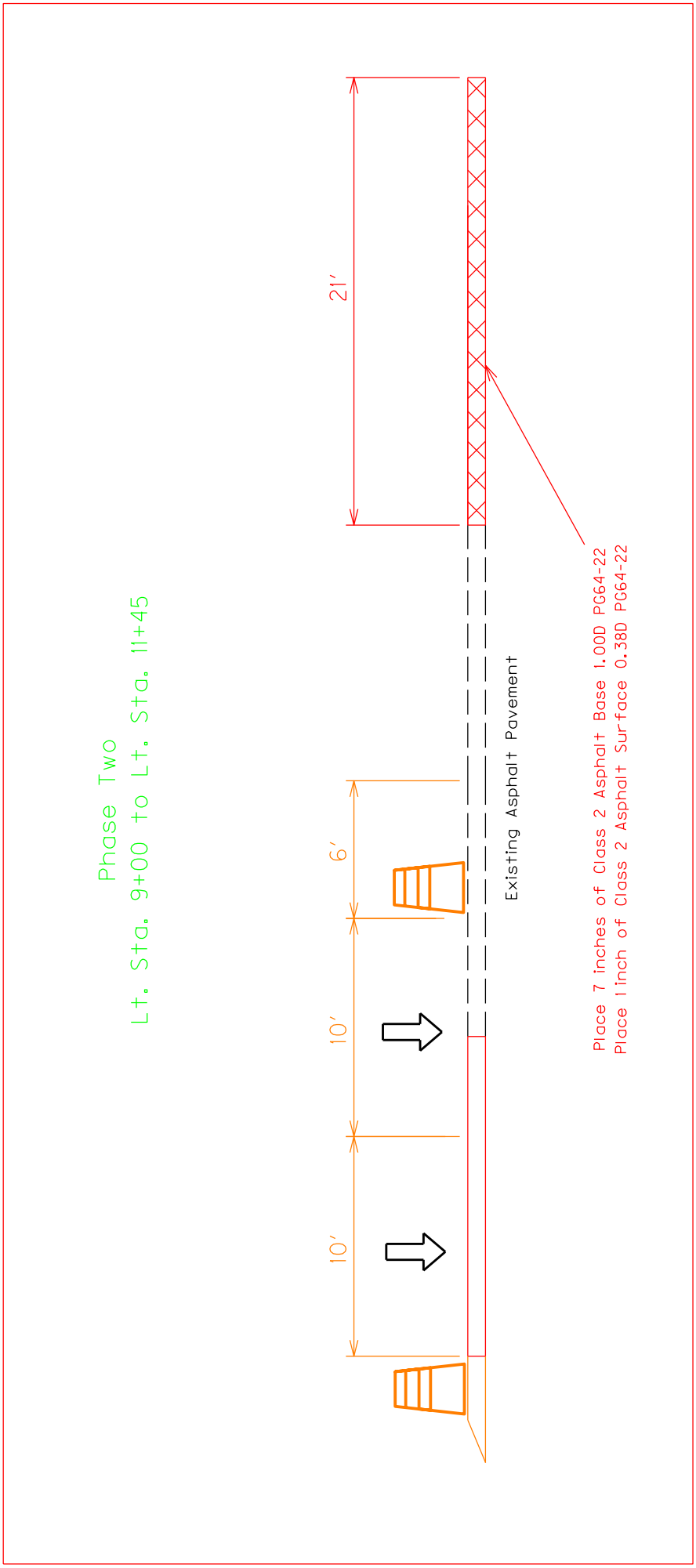

Phase Three
Rt. Sta. 11+45 to Rt. Sta. 12+05
Rt. Sta. 13+00 to Rt. Sta. 14+05
10'
10'
6'
12'
15'
JPC Pavement - 10 Inch


Phase Three
US 25 toward London
Rt. Sta. 0+84 to Rt. Sta. 9+28
10'
6'
12' - 22'
3'
JPC Pavement - 10 Inch
Place 7 inches of Class 2 Asphalt Base 1.00D PG64-22
Place 1 inch of Class 2 Asphalt Surface 0.38D PG64-22

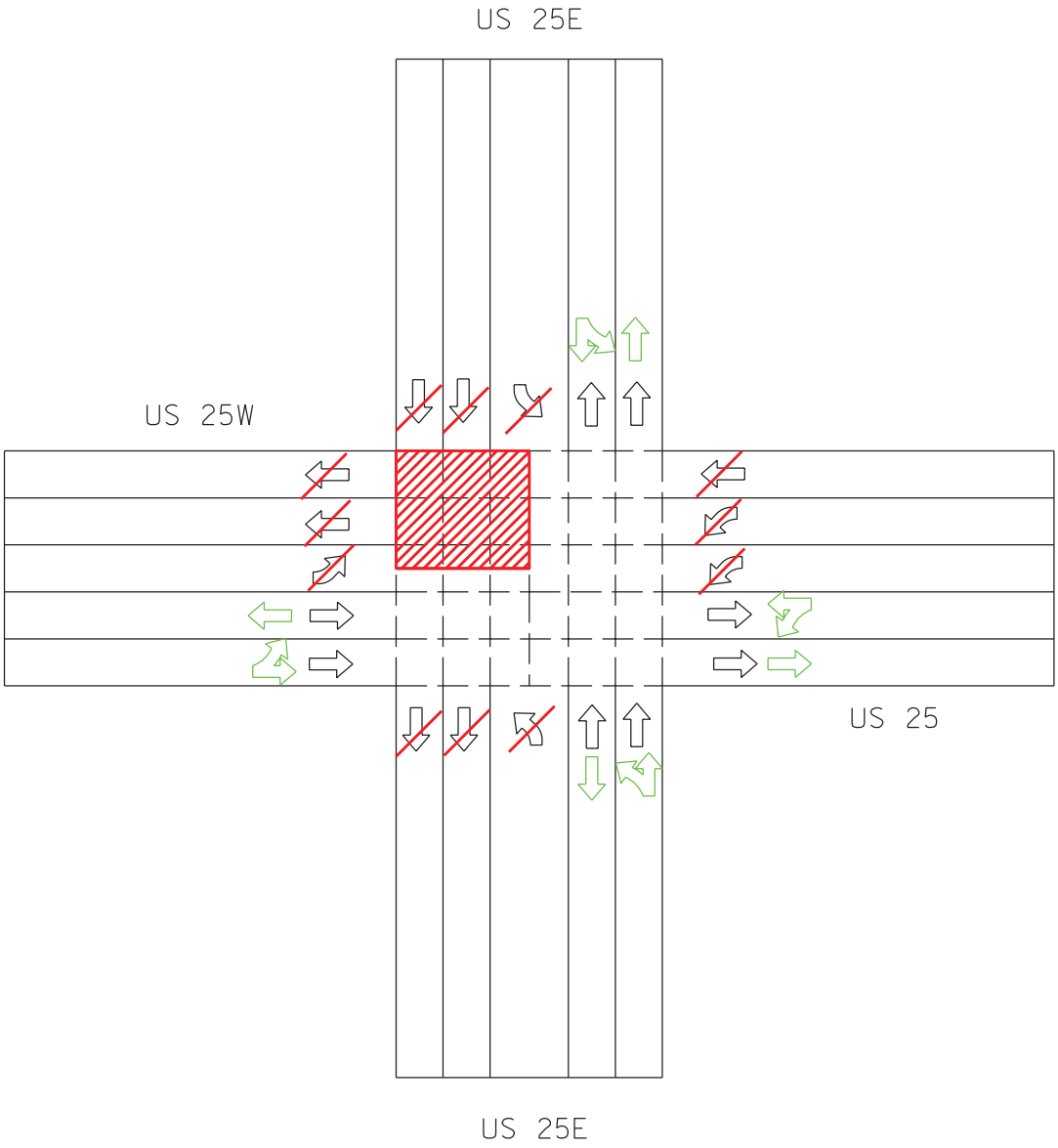

Phase Two
Rt. Sta. 5+05 to Rt. Sta. 11+45
10'
10'
6'
12'
12'
4'
JPC Pavement - 10 Inch
Place 7 inches of Class 2 Asphalt Base 1.00D PG64-22
Place 1 inch of Class 2 Asphalt Surface 0.38D PG64-22


Phase Two
Rt. Sta. 11+45 to Rt. Sta. 12+05
Rt. Sta. 13+00 to Rt. Sta. 14+05
10'
10'
6'
12'
12'
12'
JPC Pavement - 10 Inch

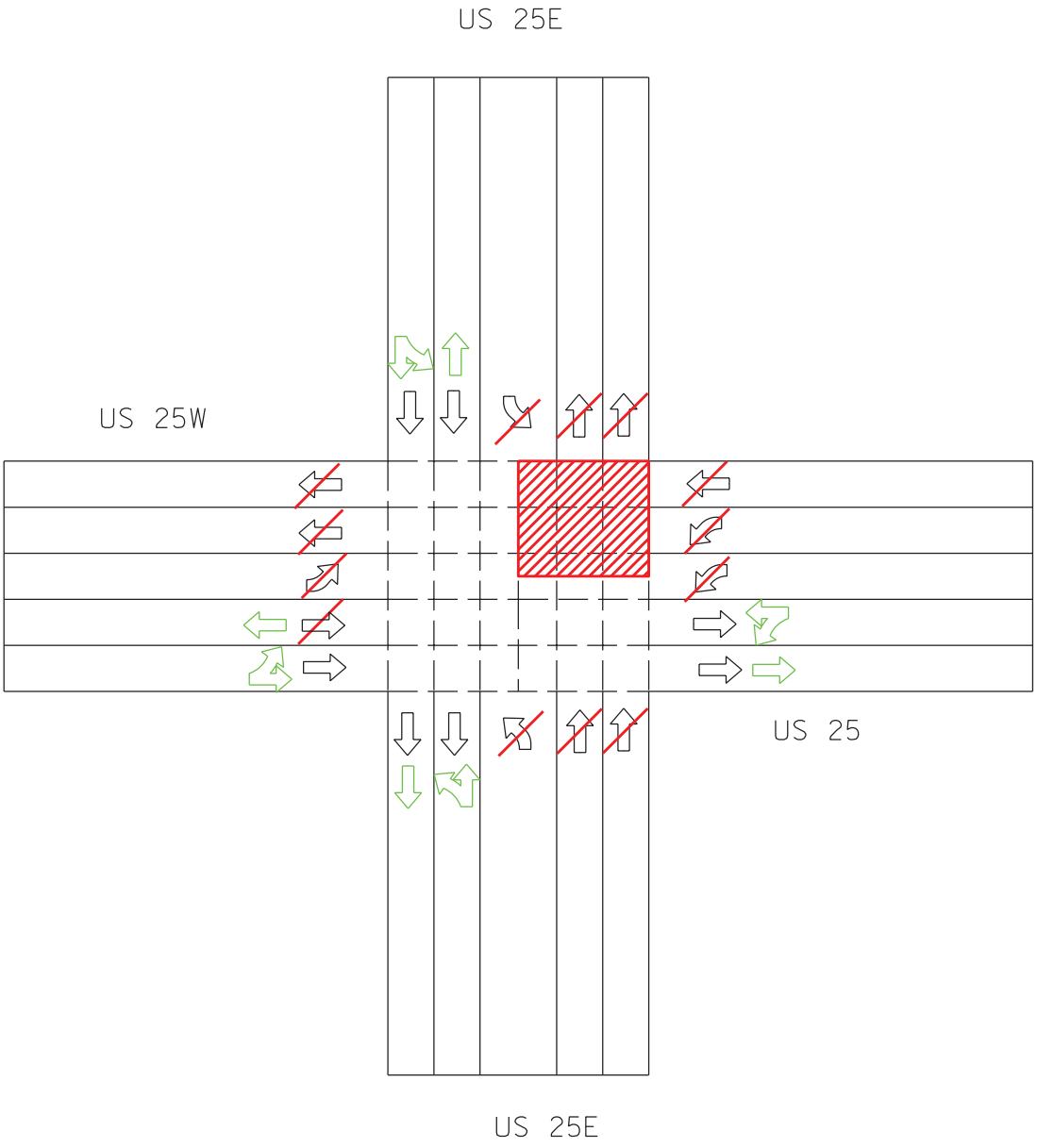

Phase Two
Lt. Sta. 11+45 to Lt. Sta. 12+05
Lt. Sta. 13+00 to Lt. Sta. 14+05
12'
12'
JPC Pavement - 10 Inch
6'
10'
10'


Phase Two
Lt. Sta. 9+00 to Lt. Sta. 11+45
21'
6'
10'
10'
Existing Asphalt Pavement
Place 7 inches of Class 2 Asphalt Base 1.00D PG64-22
Place 1 inch of Class 2 Asphalt Surface 0.38D PG64-22

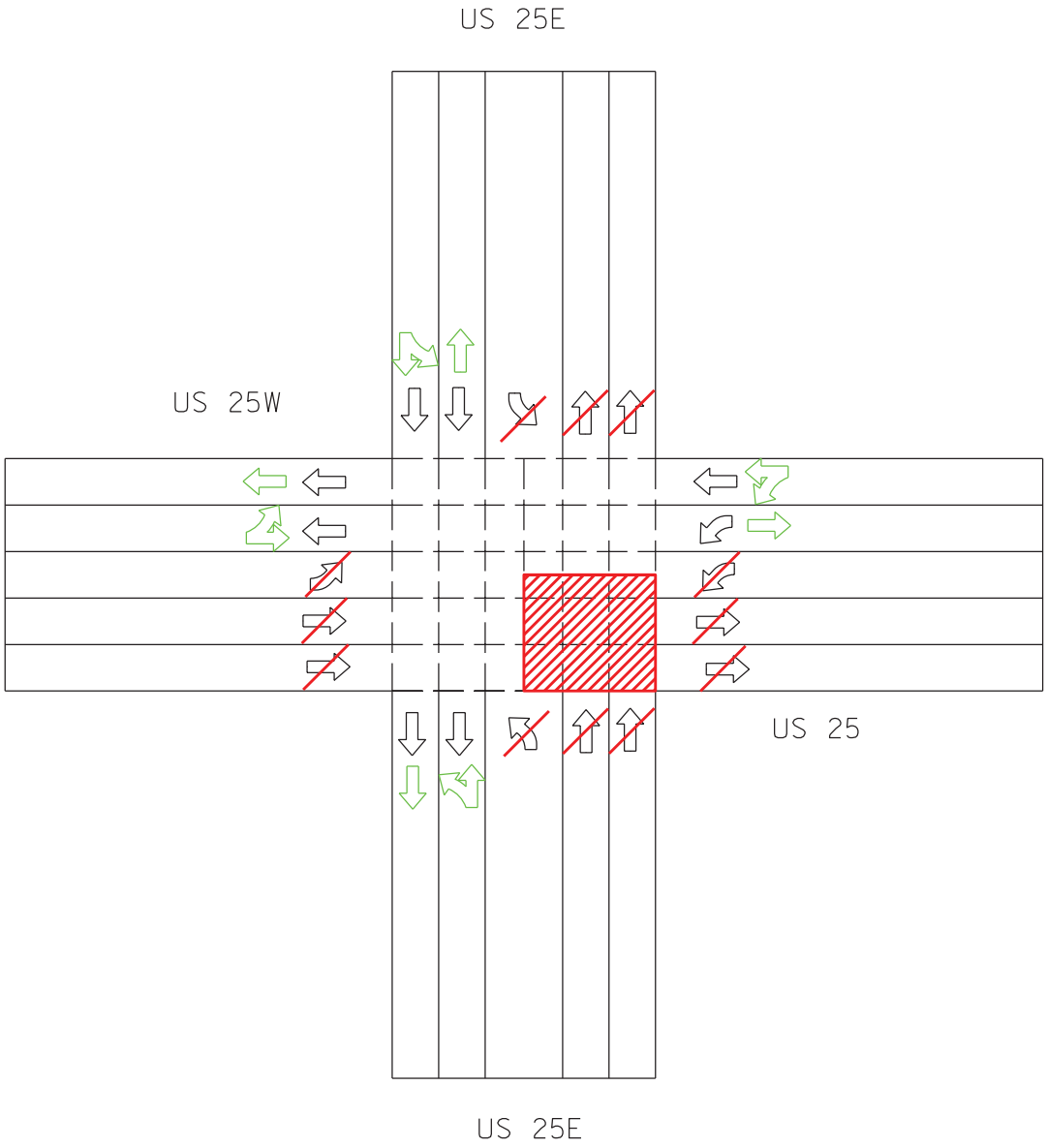
Phase 4A
Intersection Construction



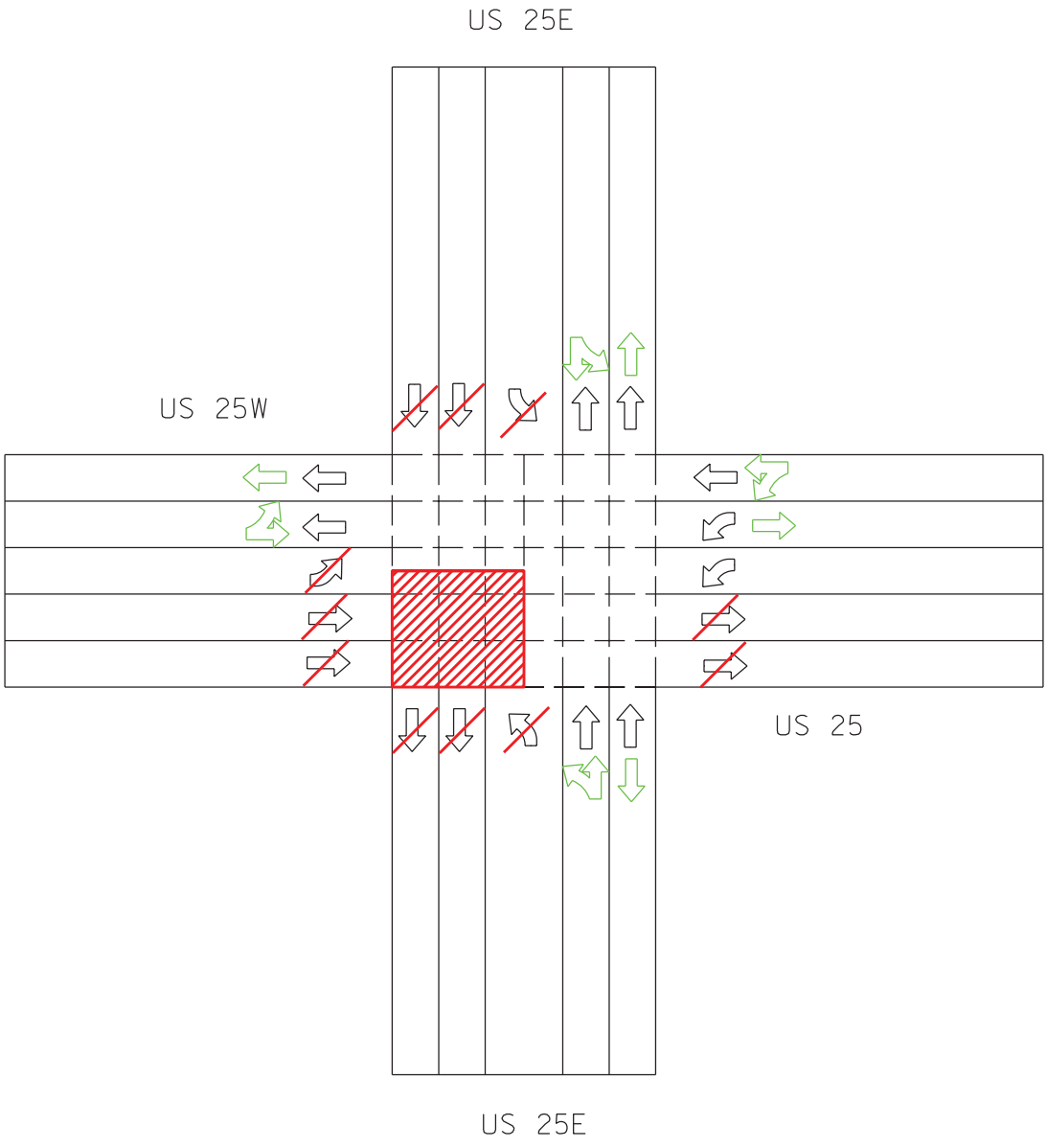
Phase 4B
Intersection Construction

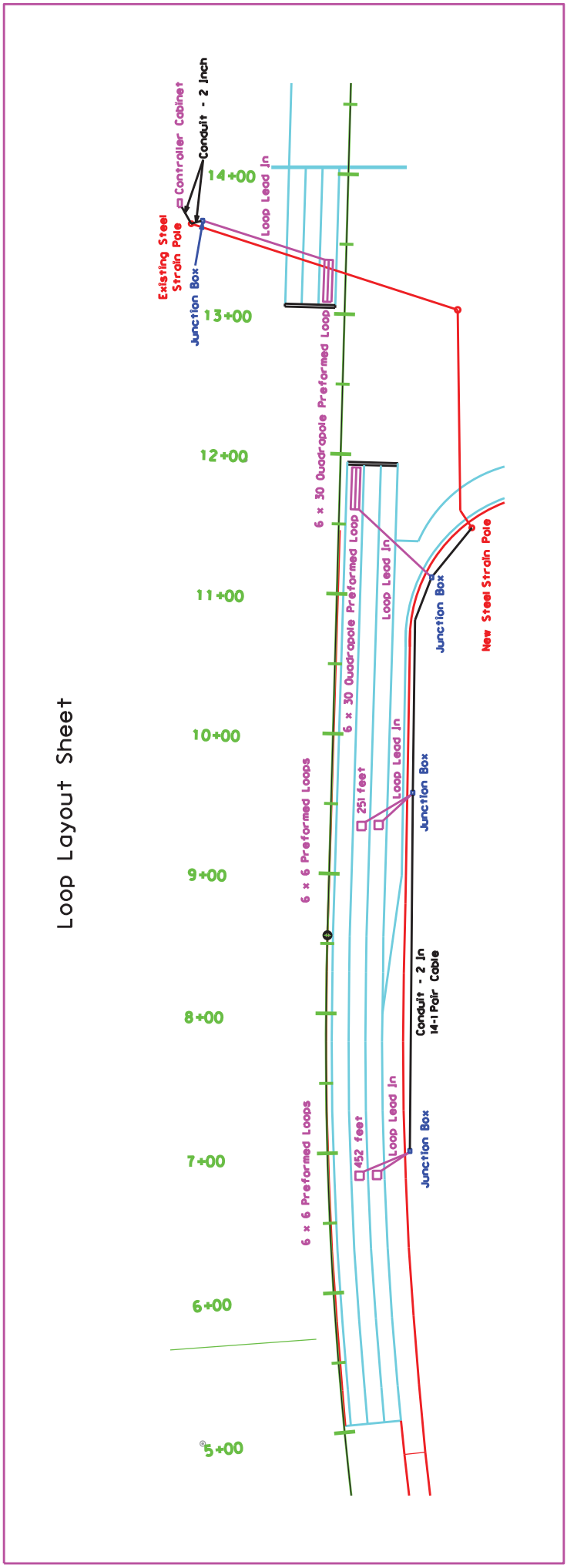


Phase 4C
Intersection Construction



Phase 4D
Intersection Construction




Loop Layout Sheet
Controller Cabinet
Conduit - 2 Inch
Existing Steel Strain Pole
Junction Box
Loop Lead In
14+00
13+00
12+00
11+00
10+00
9+00
8+00
7+00
6+00
5+00
6 x 30 Quadrapole Preformed Loop
6 x 30 Quadrapole Preformed Loop
Loop Lead In
Junction Box
New Steel Strain Pole
6 x 6 Preformed Loops
251 feet
Loop Lead In
Junction Box
Conduit - 2 In
14-1 Pair Cable
6 x 6 Preformed Loops
452 feet
Loop Lead In
Junction Box

COUNTY OF	ITEM NO.	SHEET NO.
LAUREL		

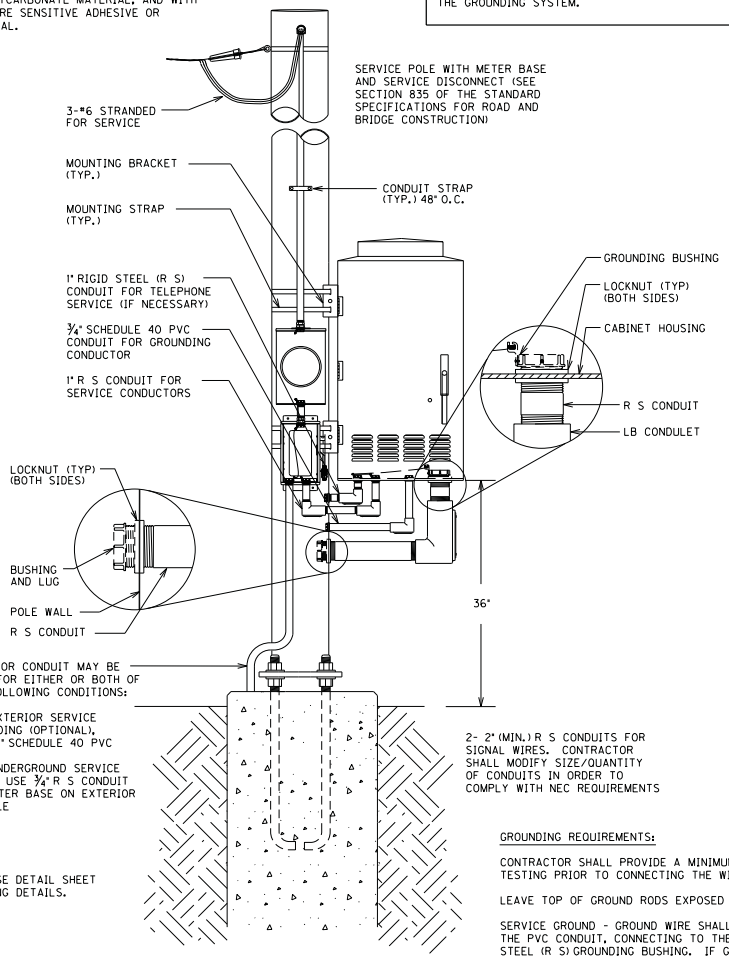
SPECIAL NOTE:
DISCONNECTS(SAFETY SWITCH) AND METER BASE SHALL BE UL RATED FOR COMMERCIAL USE. DISCONNECTS (SAFETY SWITCH) AND METER BASE SHALL BE STAINLESS STEEL ENCLOSURE. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALCULATED THE MAXIMUM AVAILABLE FAULT CURRENT FOR THE SERVICE EQUIPMENT THAT IS INSTALLED. THE CONTRACTOR SHALL SUPPLY A STICKER THAT WILL BE INSTALLED IN THE DISCONNECT WITH THE SYMMETRICAL RMS AMPERES AND THE DATE THAT THIS FAULT CURRENT IS CALCULATED. THE STICKER SHALL BE 4" LONG AND 4" WIDE AND BE METALCRAFT PLY425 PREM STYLEMARK LABEL (OR APPROVED EQUAL) WITH .007 THICKNESS, WITH UV WHITE POLYCARBONATE MATERIAL, AND WITH MC778 PRESSURE SENSITIVE ADHESIVE OR APPROVED EQUAL.

NOTES:

ALL CONDUITS USED FOR THE TELEPHONE, GROUNDING, SPARES, AND SERVICE (INCLUDING FLEX CONDUIT IF IT IS RUN INSIDE THE POLE) THAT ARE INSTALLED ON THE POLE AND/OR IN THE CABINET BASE ARE INCIDENTAL TO BID ITEM "493I". THIS INCLUDES PROVIDING A MINIMUM OF 24 INCHES OF CONDUIT PAST THE EDGE OF THE CONCRETE PAD.

ALL CONDUITS SHALL BE INSTALLED 6 INCHES ABOVE THE CONCRETE PAD.

SERVICE WIRES FOR BASE MOUNTED CABINETS MAY BE INSTALLED IN FLEXIBLE CONDUIT FROM THE DISCONNECT TO THE ¾" RIGID STEEL CONDUIT INSIDE THE POLE BASE. USE THE PROPER CONNECTIONS FOR TRANSITION FROM FLEXIBLE CONDUIT TO R S CONDUIT. FLEXIBLE CONDUIT SHALL NOT BLOCK THE HAND HOLE OR THE ABILITY TO ACCESS THE GROUNDING SYSTEM.



SEE POLE BASE DETAIL SHEET FOR GROUNDING DETAILS.

STEEL POLE MOUNT ENCLOSURE

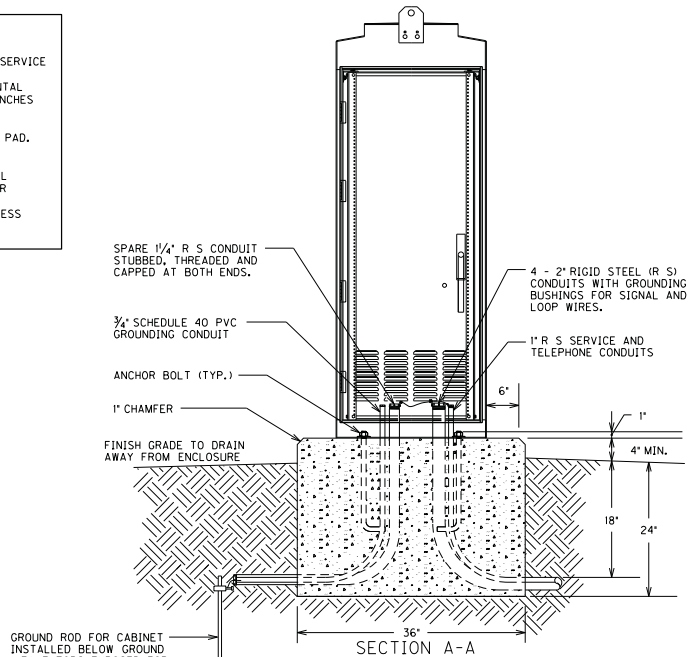
GROUNDING REQUIREMENTS:

CONTRACTOR SHALL PROVIDE A MINIMUM OF 6 INCHES OF GROUND WIRE FOR TESTING PRIOR TO CONNECTING THE WIRE TO ANY DISCONNECT, CABINET OR POLE.

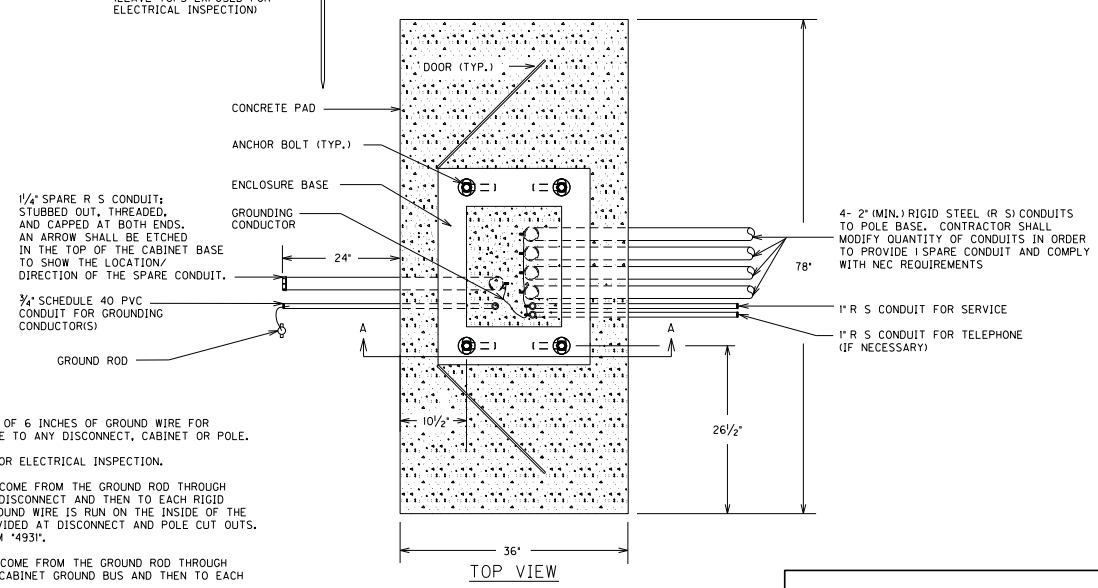
LEAVE TOP OF GROUND RODS EXPOSED FOR ELECTRICAL INSPECTION.

SERVICE GROUND - GROUND WIRE SHALL COME FROM THE GROUND ROD THROUGH THE PVC CONDUIT, CONNECTING TO THE DISCONNECT AND THEN TO EACH RIGID STEEL (R S) GROUNDING BUSHING. IF GROUND WIRE IS RUN ON THE INSIDE OF THE POLE, RUBBER GROMMETS SHALL BE PROVIDED AT DISCONNECT AND POLE CUT OUTS. THEY SHALL BE INCIDENTAL TO BID ITEM "493I".

CABINET GROUND - GROUND WIRE SHALL COME FROM THE GROUND ROD THROUGH THE PVC CONDUIT, CONNECTING TO THE CABINET GROUND BUS AND THEN TO EACH R S GROUNDING BUSHING.



SECTION A-A



TOP VIEW

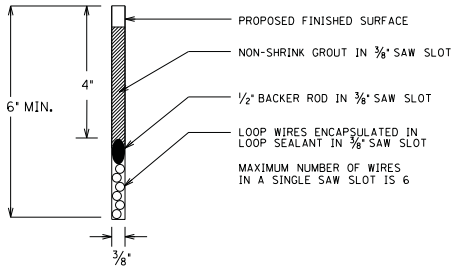
PAD MOUNT ENCLOSURE

CONTROLLER CABINET DETAIL

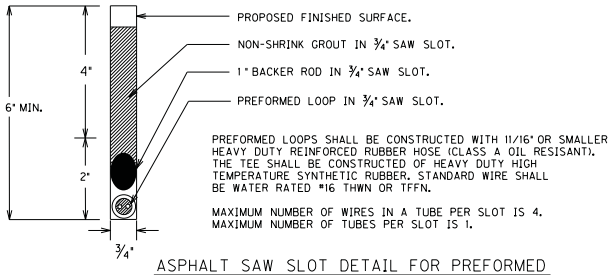
4/26/2016

MicroStation v8.11.9.714
E-SHEET NAME: TOD300CA
USER: amanda.bething
DATE PLOTTED: September 30, 2016
FILE NAME: J:\PROJECT\KY\KYTC\15005462 KYTC STATEWIDE ELECTRICAL DESIGN\15005457 LA 7 DIAGONAL SPANS \DATA-TECH\CADD\DII\CONTRACT PLANS AND

COUNTY OF	ITEM NO.	SHEET NO.
LAUREL		



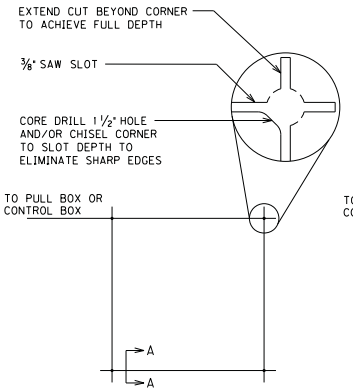
SECTION A-A (SAW SLOT DETAIL)



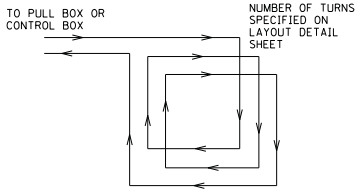
ASPHALT SAW SLOT DETAIL FOR PREFORMED

Use detail for concrete application if concrete is 4" or less

PREFORMED LOOP CROSS SECTION

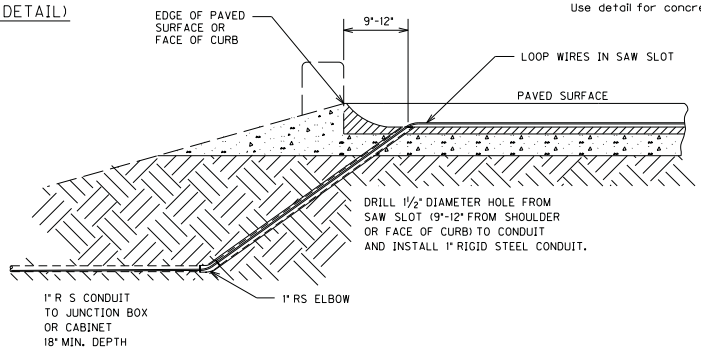


SAW CUT PLAN

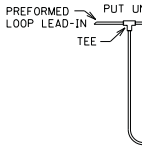


LOOP WIRE PLAN

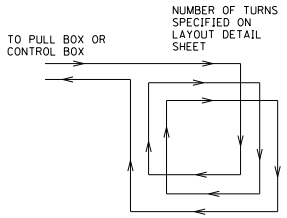
6'X6' LOOP



SAW SLOT EDGE OF PAVEMENT TRANSITION

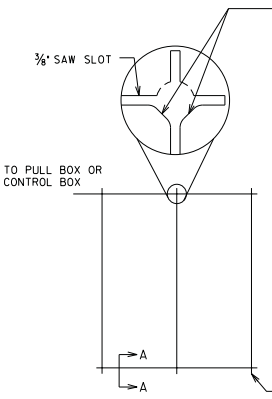


PREFORMED LOOP DIAGRAM

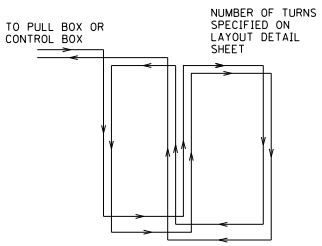


LOOP WIRE PLAN

6'x6' PREFORMED LOOP



SAW CUT PLAN



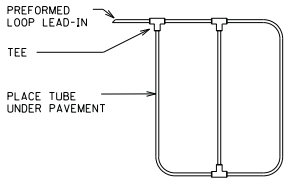
WIRING PLAN

6'X30' QUADRAPOLE LOOP

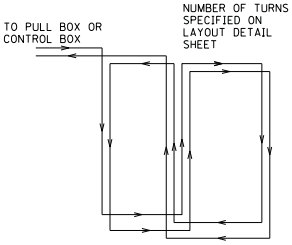
CONSTRUCTION DETAILS FOR LOOP SAW SLOT AND FILL BID ITEM:
THE FOLLOWING IS A TYPICAL STEP BY STEP PROCEDURE FOR THE INSTALLATION OF A LOOP.

- CAREFULLY MARK THE SLOT TO BE CUT, PERPENDICULAR TO THE FLOW OF TRAFFIC AND CENTERED IN THE LANE.
- MAKE EACH SAW-CUT 3/8 INCH WIDE AND AT A DEPTH SUCH THAT THE TOP OF THE BACKER ROD IS A MINIMUM OF 4 INCHES BELOW THE SURFACE OF ASPHALT PAVEMENT.
- DRILL A 1 1/2 INCH CORE HOLE AT EACH CORNER AND USE A CHISEL TO SMOOTHE CORNERS TO PREVENT SHARP BENDS IN THE WIRE.
- CLEAN ALL FOREIGN AND LOOSE MATTER OUT OF THE SLOTS, DRILLED CORES, AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS USING A HIGH PRESSURE WASHER.
- COMPLETELY DRY THE SLOTS, DRILLED CORES, AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS.
- MEASURE 9-12 INCHES FROM THE EDGE OF THE PAVED SURFACE (SHOULDER BREAK OR FACE OF CURB) AND DRILL A 1 1/2 INCH HOLE ON A 45 DEGREE ANGLE TO THE CONDUIT ADJACENT TO THE ROADWAY.
- CLOSELY INSPECT ALL CUTS, CORES, AND SLOTS FOR JAGGED EDGES OR PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE. ALL JAGGED EDGES AND PROTRUSIONS SHALL BE GROUND OR RE-CUT AND CLEANED AGAIN.
- INSTALL 1" RIGID STEEL CONDUIT IN 45 DEGREE DRILLED SLOT. CONNECT CONDUIT TO 1" RIGID STEEL CONDUIT ADJACENT TO THE ROADWAY WITH RIGID STEEL ELBOW.
- PLACE THE LOOP WIRE SPLICE-FREE FROM THE TERMINATION POINT.
- PUSH THE WIRE INTO THE SAW SLOT WITH A BLUNT OBJECT SUCH AS A WOODEN STICK. MAKE SURE THAT THE LOOP WIRE IS PUSHED FULLY TO THE BOTTOM OF THE SAW SLOT. SCREWDRIVERS SHALL NOT BE USED.
- INSTALL DUCT SEALANT TO A MINIMUM OF 1 INCH DEEP INTO THE CORED 1 1/2 INCH HOLE.
- APPLY LOOP SEALANT FROM THE BOTTOM UP AND FULLY ENCAPSULATE THE LOOP WIRES IN THE SAW SLOT. THE WIRE SHOULD NOT BE ABLE TO MOVE WHEN THE SEALANT HAS SET.
- COVER THE ENCAPSULATED LOOP WIRE WITH A CONTINUOUS LAYER OF BACKER ROD ALONG THE ENTIRE LOOP AND HOME RUN SAW SLOTS SUCH THAT NO VOIDS ARE PRESENT BETWEEN THE LOOP SEALANT AND BACKER ROD.
- FINISH FILLING THE SAW CUT WITH NON-SHRINKABLE GROUT PER MANUFACTURER'S INSTRUCTIONS. ALLEVIATE ALL AIR POCKETS AND REFILL LOW SPACES. THERE SHALL BE NO CONCAVE PORTION TO THE GROUT IN THE SAW SLOT. ANY EXCESS GROUT SHALL BE CLEANED FROM THE ROADWAY TO ALLEVIATE TRACKING.
- CLEAN UP THE SITE AND DISPOSE OF ALL WASTE OFF THE PROJECT.
- ENSURE THAT THE GROUT HAS COMPLETELY CURED PRIOR TO SUBJECTING THE LOOP TO TRAFFIC. CURING TIME VARIES WITH TEMPERATURE AND HUMIDITY.

PREFORMED LOOP LEAD-IN SHALL BE TWISTED WITH THREE TO FIVE TURNS PER FOOT UNTIL TERMINATED AT FIELD CONNECTIONS IN THE CABINET OR CONNECTED TO SHIELDED CABLE.



PREFORMED LOOP DIAGRAM



LOOP WIRE PLAN

6'x30' QUADRAPOLE PREFORMED LOOP

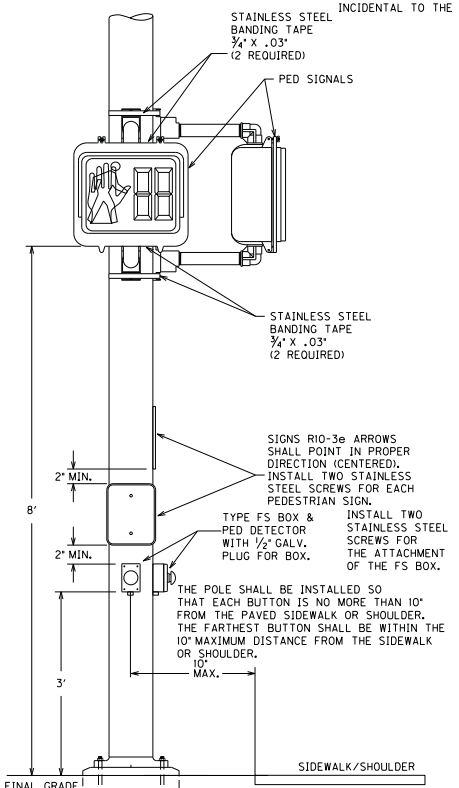
LOOP DETAILS

2/13/2016

FILE NAME= J:\PROJECT\KY\KYTC\15005452 KYTC STATEWIDE ELECTRICAL DESIGN\15005457 LA 7 DIAGONAL SPANS \DATA-TECH\CADD\DI\CONTRACT PLANS AND
USER= amanda.bolting
DATE PLOTTED= September 30, 2016
E-SHEET NAME= TD0400LP
MicroStation v8.11.9.714

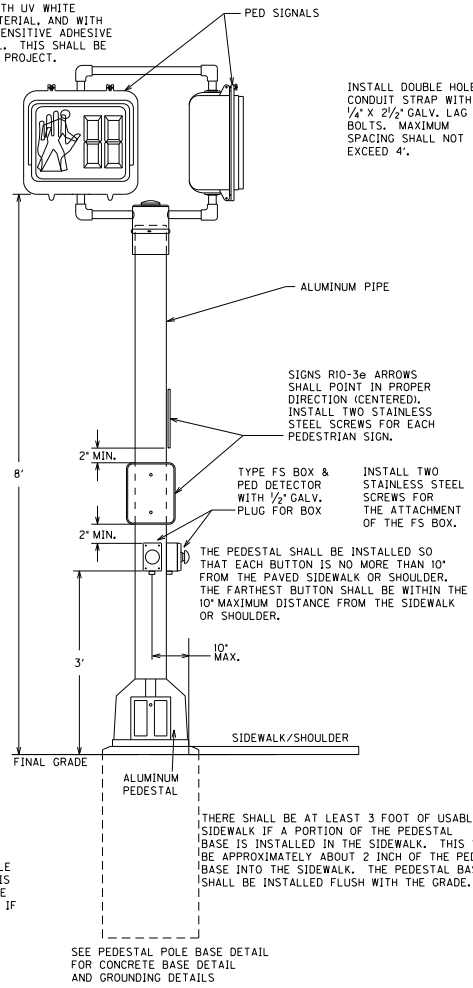
COUNTY OF	ITEM NO.	SHEET NO.
LAUREL		

NOTE:
THE PEDESTAL BASE DOOR SHALL HAVE A 4" BY 6" ARC FLASH WARNING STICKER INSTALL 3" FROM THE TOP OF THE DOOR. THE STICKER SHALL BE METALCRAFT PLY695 PREM STYLEMARK LABEL WITH .007 THICKNESS. WITH UV WHITE POLYCARBONATE MATERIAL, AND WITH MC53FL PRESSURE SENSITIVE ADHESIVE OR APPROVAL EQUAL. THIS SHALL BE INCIDENTAL TO THE PROJECT.



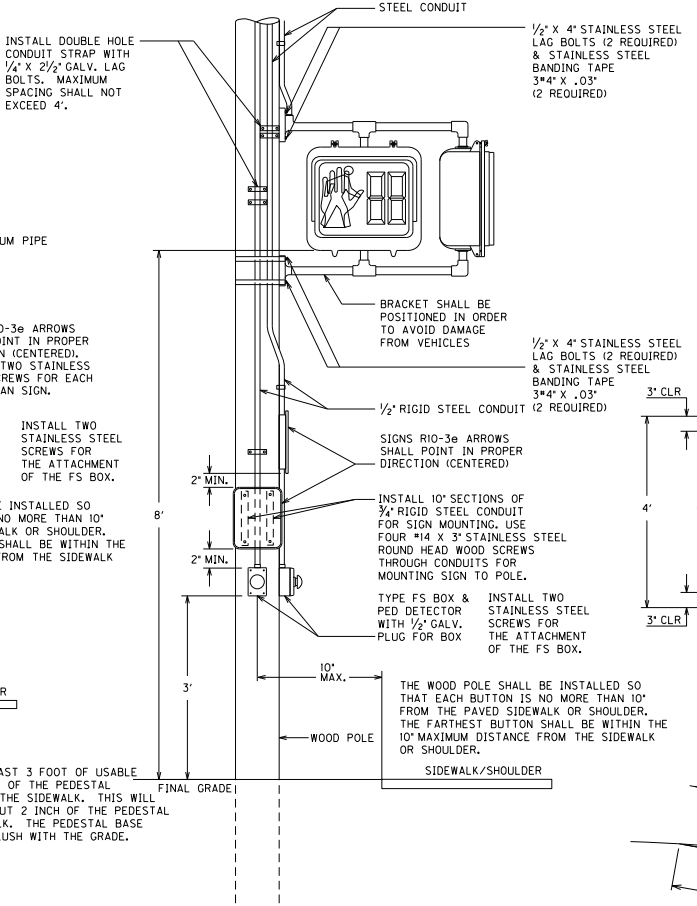
CONTRACTOR SHALL DRILL HOLES IN THE STEEL STRAIN POLE AND THE TYPE FS BOX NOT EXCEEDING ½" IN DIAMETER. CONTRACTOR SHALL USE A ROUND FILE TO REMOVE ALL BURRS AND SHARP EDGES FORM THE HOLES. WIRES SHALL BE PROTECTED WITH HEAT SHRINK TUBING OR VINYL TAPE WHERE THEY PASS THROUGH THE HOLES.

STEEL STRAIN POLE DETAIL
FOR PED DETECTORS
AND PED SIGNALS



CONTRACTOR SHALL DRILL HOLES IN THE PIPE AND THE TYPE FS BOX NOT EXCEEDING ½" IN DIAMETER. CONTRACTOR SHALL USE A ROUND FILE TO REMOVE ALL BURRS AND SHARP EDGES FROM THE HOLES. WIRES SHALL BE PROTECTED WITH HEAT SHRINK TUBING OR VINYL TAPE WHERE THEY PASS THROUGH THE HOLES.

PEDESTAL POLE DETAIL
FOR PED DETECTORS
AND PED SIGNALS



*9 X 1½" STAINLESS STEEL PAN HEAD OR ROUND HEAD WOOD SCREWS SHALL BE USED TO SECURE TYPE FS BOX TO POLE. A MINIMUM OF 2 SCREWS PER BOX, INSTALLED DIAGONALLY, SHALL BE USED.

WOOD POLE DETAIL
FOR PED DETECTORS
AND PED SIGNALS

NOTE:

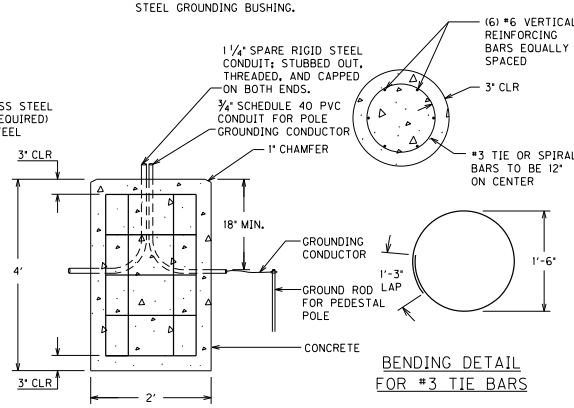
ALL GROUNDING AND SPARE CONDUITS THAT ARE INSTALLED IN THE CONCRETE PEDESTAL POLE BASE ARE INCIDENTAL TO BID ITEM "23222EC". THIS INCLUDES PROVIDING A MINIMUM OF 24 INCHES OF CONDUIT PAST THE EDGE OF THE CONCRETE BASE. AN ARROW SHALL BE ETCHED INTO THE TOP OF THE PEDESTAL BASE TO SHOW LOCATION AND DIRECTION OF THE SPARE CONDUIT.

GROUNDING REQUIREMENTS:

CONTRACTOR SHALL PROVIDE A MINIMUM OF 6 INCHES OF GROUND WIRE FOR TESTING PRIOR TO CONNECTING THE WIRE TO THE TRANSFORMER BASE.

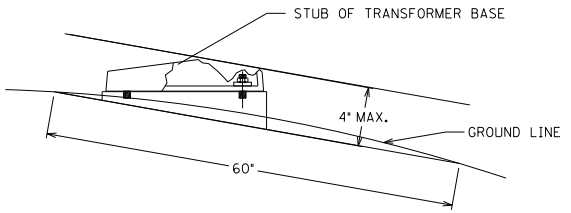
LEAVE TOP OF GROUND RODS EXPOSED FOR ELECTRICAL INSPECTION.

PEDESTAL POLE GROUND - GROUND WIRE SHALL COME FROM THE GROUND ROD THROUGH THE PVC CONDUIT, CONNECTING TO A GROUND LUG ON THE TRANSFORMER BASE AND THEN TO EACH RIGID STEEL GROUNDING BUSHING.



BENDING DETAIL
FOR #3 TIE BARS

PEDESTAL POLE BASE DETAIL



THE ANCHOR BOLTS AND CONDUITS SHALL NOT BE PROJECTED MORE 4 INCHES ABOVE A GROUND LINE BETWEEN THE STRADDLING WHEELS OF A VEHICLE.

BREAKAWAY SUPPORT STUB HEIGHT MEASUREMENT

PEDESTRIAN SIGNAL COUNTDOWN DETAIL

4/26/2016

MicroStation v8.11.9.714
E-SHEET NAME: TO0600P0
USER: amanda.bething
DATE PLOTTED: September 30, 2016
FILE NAME: J:\PROJECT\KY\KYTC\15005462 KYTC STATEWIDE ELECTRICAL DESIGN\15005457 LA 7 DIAGONAL SPANS \DATA-TECH\CADD\DI\CONTRACT PLANS AND

COUNTY OF	ITEM NO.	SHEET NO.
LAUREL		

NOTES:

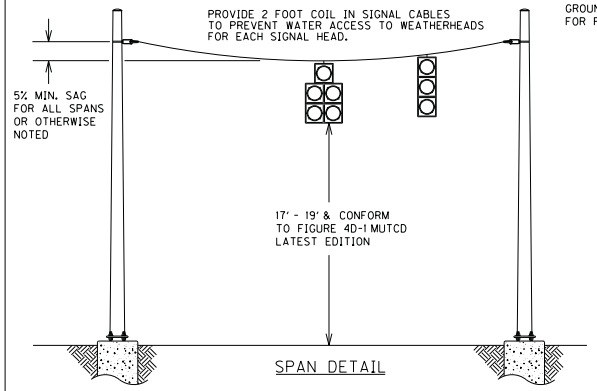
ALL CONDUITS USED FOR THE TELEPHONE, GROUNDING, SPARE, AND SERVICE THAT ARE INSTALLED IN THE POLE BASE ARE INCIDENTAL TO BID ITEM "23157EN". THIS INCLUDES PROVIDING A MINIMUM OF 24 INCHES OF CONDUIT PAST THE EDGE OF THE CONCRETE POLE BASE.

ALL CONDUITS SHALL BE INSTALLED 6 INCHES ABOVE THE CONCRETE POLE BASE.

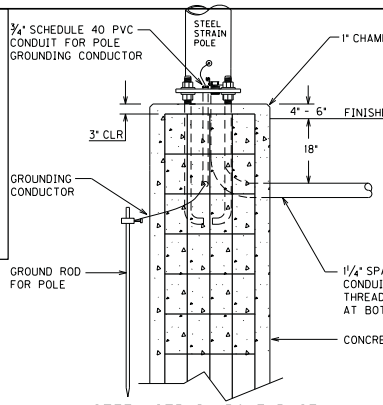
FOR POLE BASE DEPTH SEE CHART IN SECTION 723 OF THE KENTUCKY STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.

OVERHEAD SERVICE WIRES SHALL BE INSTALLED ON THE EXTERIOR OF THE POLE IN A ¾" RIGID STEEL CONDUIT WITH WEATHERHEAD, OR ON THE INSIDE THE STEEL STRAIN POLE IN FLEXIBLE CONDUIT.

UNDERGROUND SERVICE WIRES SHALL BE INSTALLED IN ¾" RIGID STEEL CONDUIT AS SHOWN ON THE CONTROLLER CABINET DETAIL SHEET.

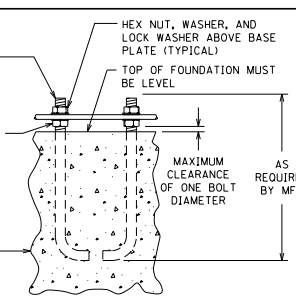


SPAN DETAIL



STEEL STRAIN POLE BASE WITH POLE GROUND DETAIL

NOTE:
THE STEEL STRAIN DOOR SHALL HAVE A 4" BY 6" ARC FLASH WARNING STICKER INSTALL 3" FROM THE TOP OF THE DOOR. THE STICKER SHALL BE METALCRAFT PLY695 PREM STYLEMARK LABEL WITH .007 THICKNESS, WITH UV WHITE POLYCARBONATE MATERIAL, AND WITH MC53FL PRESSURE SENSTIVE ADHESIVE OR APPROVAL EQUAL. THIS SHALL BE INCIDENTAL TO THE PROJECT.

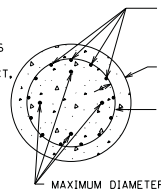


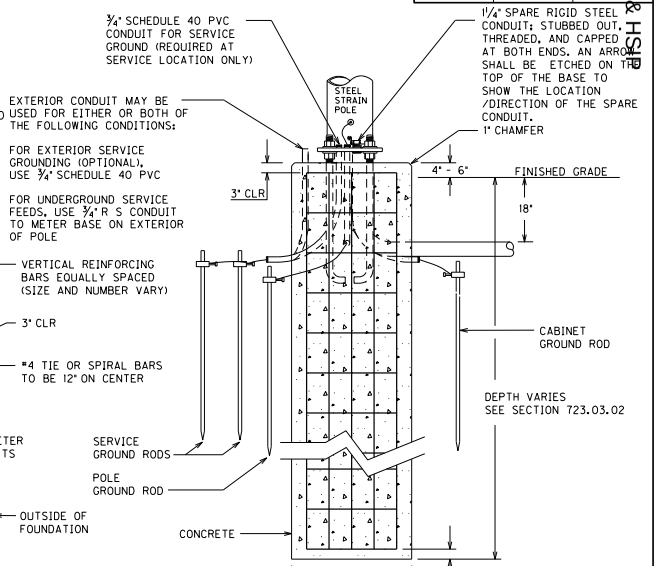
CONCRETE GROUNDING REQUIREMENTS:

CONTRACTOR SHALL PROVIDE A MINIMUM OF 6 INCHES OF GROUND WIRE FOR TESTING PRIOR TO CONNECTING THE WIRE TO ANY DISCONNECT, CABINET OR POLE.

LEAVE TOP OF GROUND RODS EXPOSED FOR ELECTRICAL INSPECTION.

POLE GROUND - GROUND WIRE SHALL COME FROM THE GROUND ROD THROUGH THE PVC CONDUIT, CONNECTING TO THE POLE AND THEN TO EACH RIGID STEEL GROUNDING BUSHING.





STEEL STRAIN POLE BASE WITH SERVICE, POLE, AND POLE MOUNTED CABINET GROUNDING DETAILS

CLAMP ASSEMBLY SPECIFCATIONS

CLAMP ASSEMBLIES MUST BE DESIGNED IN ACCORDANCE TO THE AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, SIXTH EDITION 2013. ADDITIONAL DESIGN PROVISIONS NOT ADDRESSED IN THE AFOREMENTIONED CODE SHALL BE OBTAINED FROM THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES (2002). CLAMP ASSEMBLIES SHALL CONFORM TO SECTION 835.07.01 AND THE DRAWINGS SHOWN ON THIS STANDARD.

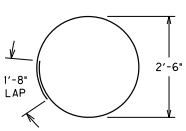
MATERIALS:

CLAMP/CLEVIS- ASTM A36 (GRADE 36)/ASTM A572 (GRADE 50)

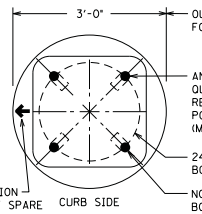
BOLTS (EXCEPT U- BOLTS)- HIGH STRENGTH ASTM A325, ASTM A449, OR ASTM A490

U- BOLTS- MINIMUM ASTM A36

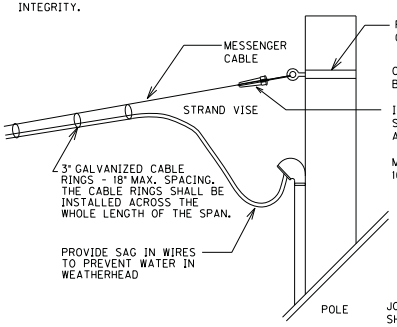
GALVANIZING- ASTM A153



BENDING DETAIL FOR TIE BARS



IF ANCHOR BOLTS ARE HEADED NOT BEND, THE METAL TEMPLATE SHALL BE INSTALLED FOR STRUCTURAL INTEGRITY.

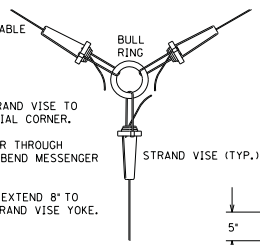


SPAN WIRE DETAIL

CONNECT EACH STRAND VISE TO BULL RING AT AERIAL CORNER.

INSTALL MESSENGER THROUGH STRAND VISE AND BEND MESSENGER AT EXIT POINT.

MESSENGER SHALL EXTEND 8" TO 10" BEYOND THE STRAND VISE YOKE.



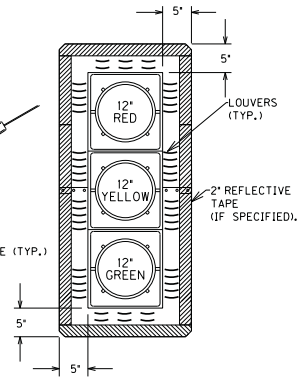
DROP BOX AERIAL CORNER DETAIL

JOHNNYBALLS OR STRAIN ISOLATORS SHALL NOT BE USED ON THE ATTACHMENT OF THE SPAN WIRE TO THE POLE.

INSTALL MESSENGER THROUGH STRAND VISE AND BEND MESSENGER AT EXIT POINT.

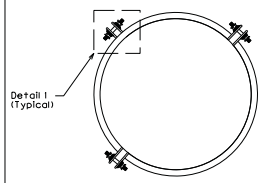
MESSENGER SHALL EXTEND 8" TO 10" BEYOND THE STRAND VISE YOKE.

THERE SHALL BE A SEPARATE COLLAR USED FOR EACH SPAN.

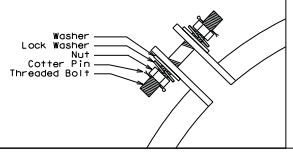


BACKPLATE DETAIL

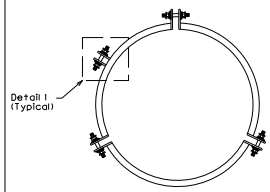
Clamp Assembly Alt. 1



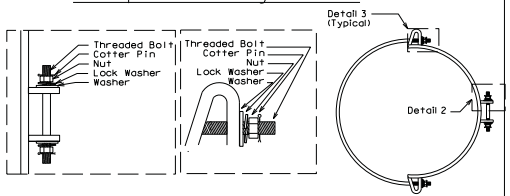
Detail 1



Clamp Assembly Alt. 2



Clamp Assembly Alt. 3

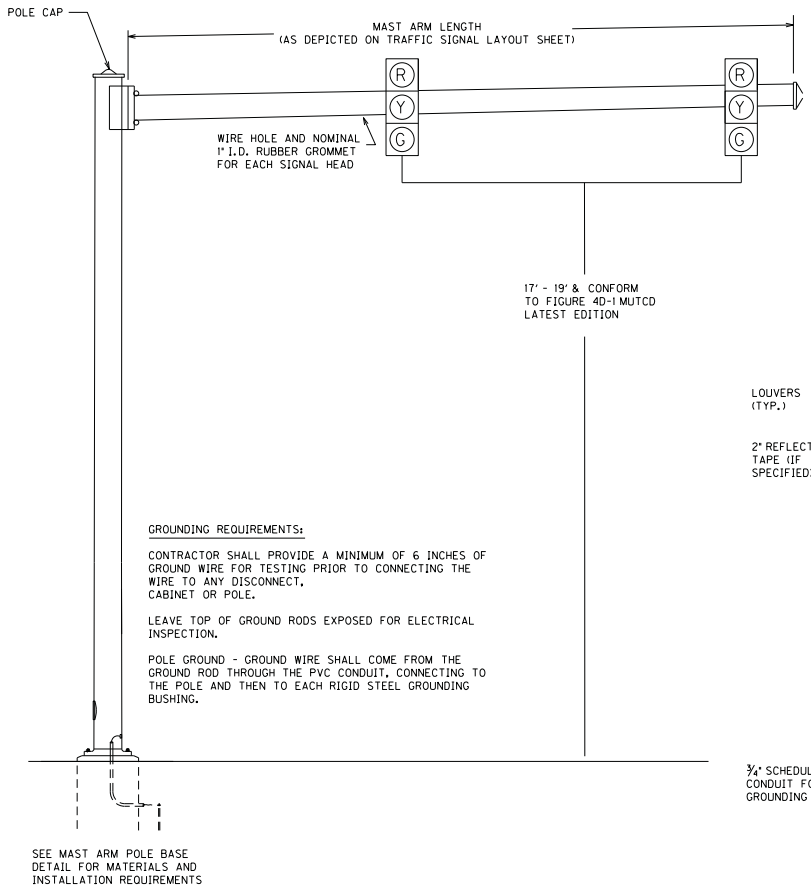


POLE BASE/SIGNAL HEAD DETAILS

4/26/2016

FILE NAME= J:\PROJECT\KY\KYTC\15005462 KYTC STATEWIDE ELECTRICAL DESIGN\15005457 LA 7 DIAGONAL SPANS \DATA-TECH\CADD\DI\CONTRACT PLANS AND
USER= amanda.bolting
DATE PLOTTED= September 30, 2016
E-SHEET NAME= TOOTOOPO
MicroStation v8.11.9.714

COUNTY OF	ITEM NO.	SHEET NO.
LAUREL		



MONOTUBE MAST ARM POLE DETAIL

NOTES:

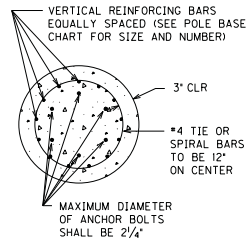
ALL CONDUITS USED FOR THE TELEPHONE, GROUNDING, SPARE, AND SERVICE THAT ARE INSTALLED IN THE POLE BASE ARE INCIDENTAL TO BID ITEM "23157EN". THIS INCLUDES PROVIDING A MINIMUM OF 24 INCHES OF CONDUIT PAST THE EDGE OF THE CONCRETE POLE BASE.

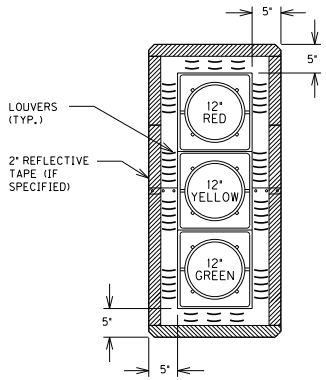
ALL CONDUITS SHALL BE INSTALLED 6 INCHES ABOVE THE CONCRETE POLE BASE.

FOR POLE BASE DEPTH SEE CHART IN SECTION 723 OF THE KENTUCKY STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.

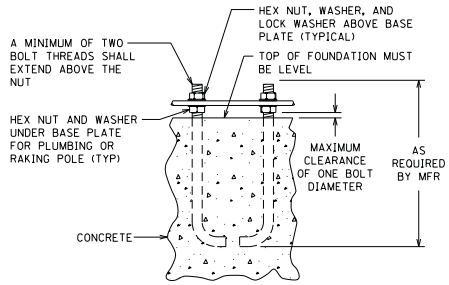
OVERHEAD SERVICE WIRES SHALL BE INSTALLED ON THE EXTERIOR OF THE POLE IN A ¾" RIGID STEEL CONDUIT WITH WEATHERHEAD, OR ON THE INSIDE THE STEEL STRAIN POLE IN FLEXIBLE CONDUIT.

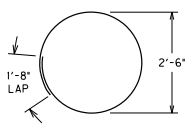
UNDERGROUND SERVICE WIRES SHALL BE INSTALLED IN ¾" RIGID STEEL CONDUIT AS SHOWN ON THE CONTROLLER CABINET DETAIL SHEET.



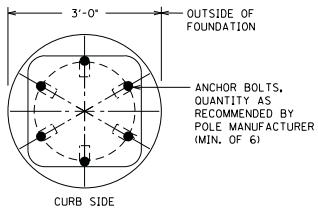


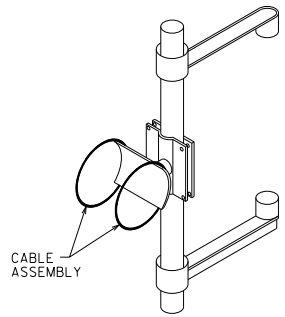
BACKPLATE DETAIL



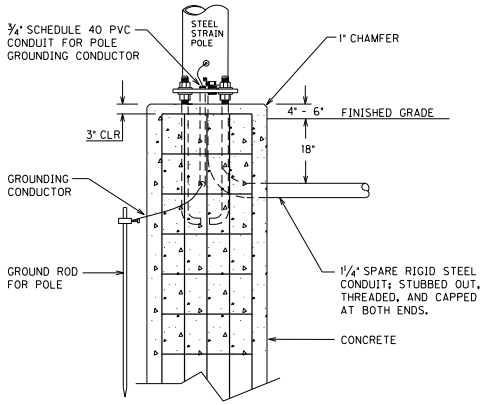


BENDING DETAIL
FOR TIE BARS

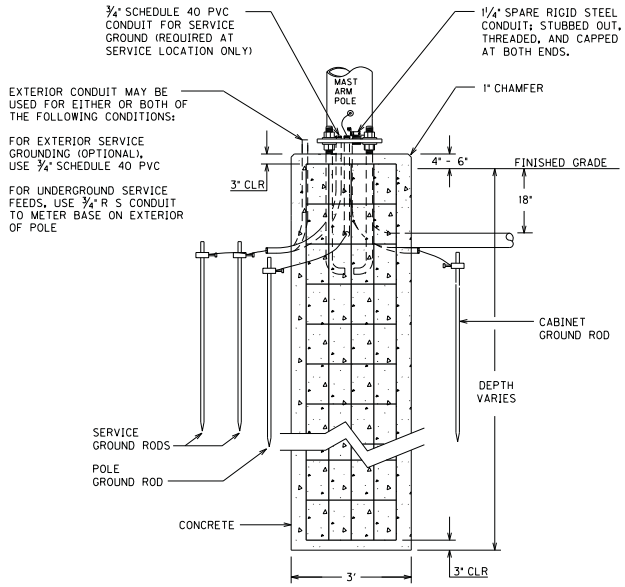




BRACKET ASSEMBLY FOR MOUNTING
SIGNAL HEADS ON MAST ARMS



MAST ARM POLE BASE
WITH POLE GROUND DETAIL



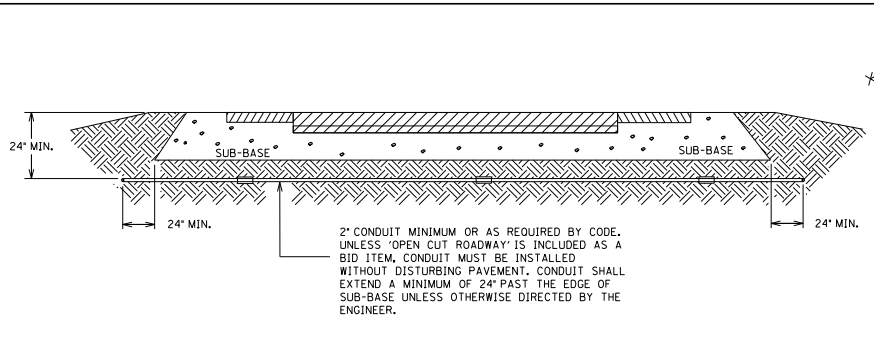
MAST ARM POLE BASE WITH SERVICE, POLE,
AND POLE MOUNTED CABINET GROUNDING DETAILS

MAST ARM POLE DETAILS

9/14/2016

FILE NAME: J:\PROJECT\KY\KYTC\15005452 KYTC STATEWIDE ELECTRICAL DESIGN\15005457 LA 7 DIAGONAL SPANS \DATA-TECH\CADD\DI\CONTRACT PLANS AND
USER: amanda.bething
DATE PLOTTED: September 30, 2016
E-SHEET NAME: TO0800MA
MicroStation v8.11.9.714

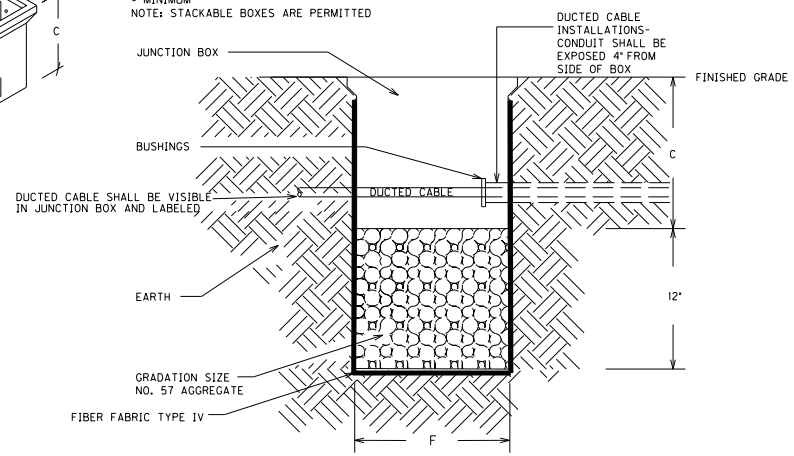
COUNTY OF	ITEM NO.	SHEET NO.
LAUREL		



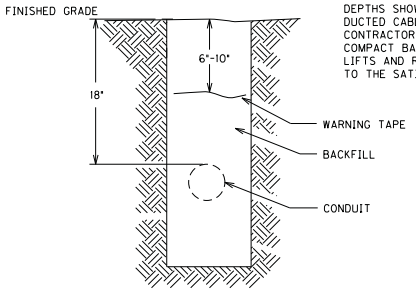
CONDUIT INSTALLATION UNDER EXISTING PAVEMENT DETAIL

JUNCTION BOX DIMENSIONS (NOMINAL)						
	A	B	C	D	E	F
TYPE A	23"	14"	27"	2"	25"	15"
TYPE B	18"	11"	12"	1¾" •	20"	13"
TYPE C	36"	24"	30"	3"	38"	26"

• MINIMUM
NOTE: STACKABLE BOXES ARE PERMITTED



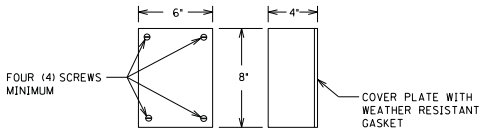
JUNCTION BOX INSTALLATION FOR DUCTED CABLES



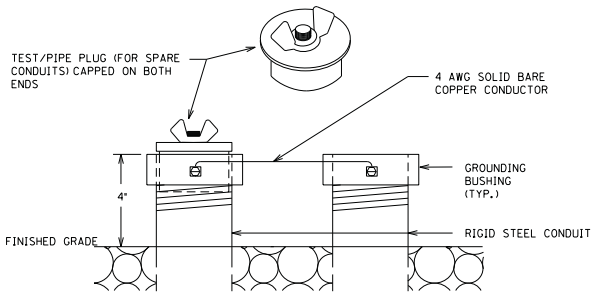
DEPTHS SHOWN FOR CONDUIT AND DUCTED CABLE ARE MINIMUMS. CONTRACTOR SHALL PLACE AND COMPACT BACKFILL IN 9" MAXIMUM LIFTS AND RETORE DISTURBED AREA TO THE SATISFACTION OF THE ENGINEER.

CONDUIT AND WARNING TAPE TRENCH

SPLICE BOX SHALL BE FABRICATED FROM MINIMUM 12 GAUGE STEEL AND GALVANIZED AFTER FABRICATION. BOXES SHALL HAVE NO KNOCKOUTS AND SHALL BE PROVIDED WITH A PLATE COVER WITH A WEATHER RESISTANT GASKET AND A MINIMUM OF FOUR SCREWS FOR ATTACHING THE PLATE COVER TO THE BOX. CABLE CLAMPS SHALL BE PROVIDED FOR CABLES ENTERING AND EXITING THE BOX.

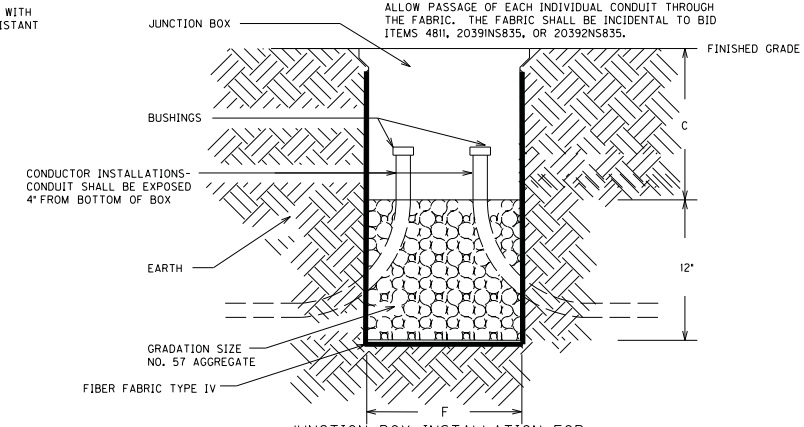


SPLICE BOX



TEST/PIPE PLUG(FOR SPARE CONDUITS) AND GROUNDING DETAIL

BEFORE THE INSTALLATION OF THE #57 AGGREGATE AND JUNCTION BOX, THE CONTRACTOR SHALL INSTALL GEOTEXTILE FILTER FABRIC TYPE IV IN THE HOLE. THE FABRIC SHALL EXTEND TO JUST BELOW THE LIP OF THE JUNCTION BOX AND SHALL BE CONTINUOUSLY ADHERED TO THE EXTERIOR OF THE BOX WITH ADHESIVE. ANY LOCATIONS WHERE CONDUITS ENTER THE BOX, THE FABRIC SHALL BE "X CUT" ONLY AS MUCH AS NECESSARY TO ALLOW PASSAGE OF EACH INDIVIDUAL CONDUIT THROUGH THE FABRIC. THE FABRIC SHALL BE INCIDENTAL TO BID ITEMS 4811, 2039INS835, OR 20392NS835.



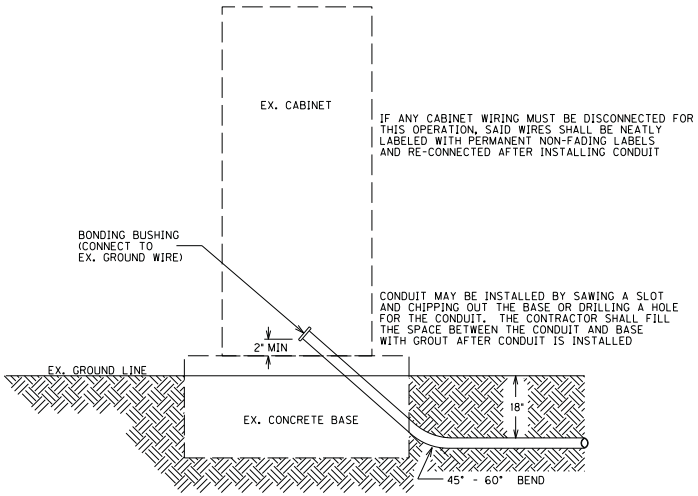
JUNCTION BOX INSTALLATION FOR CONVENTIONAL LIGHTING OR TRAFFIC SIGNALS

10/20/2015

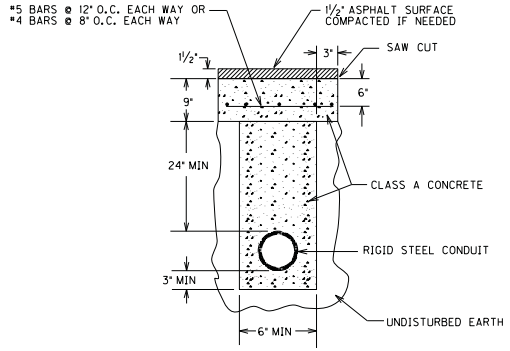
TRAFFIC SIGNAL
JUNCTION BOX AND CONDUIT DETAILS

MicroStation v8.11.9.714
E-SHEET NAME: TQ0900JB
USER: amanda.bething
DATE PLOTTED: September 30, 2016
FILE NAME: J:\PROJECT\KY\KYTC\15005452 KYTC STATEWIDE ELECTRICAL DESIGN\15005457 LA 7 DIAGONAL SPANS \DATA-TECH\CADD\DI\CONTRACT PLANS AND

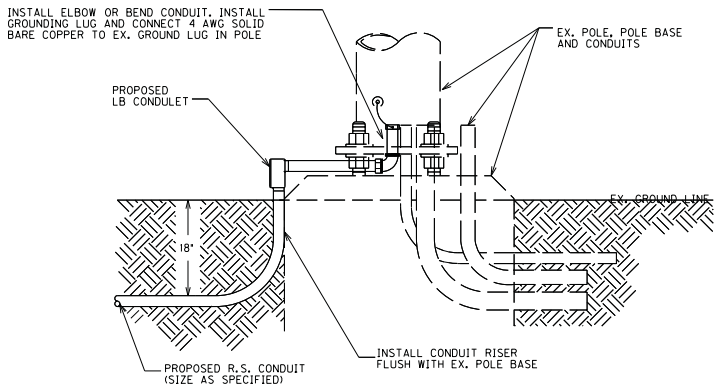
COUNTY OF	ITEM NO.	SHEET NO.
LAUREL		



CONDUIT INSTALLATION IN EX. CABINET BASE



OPEN CUT PAVEMENT DETAIL



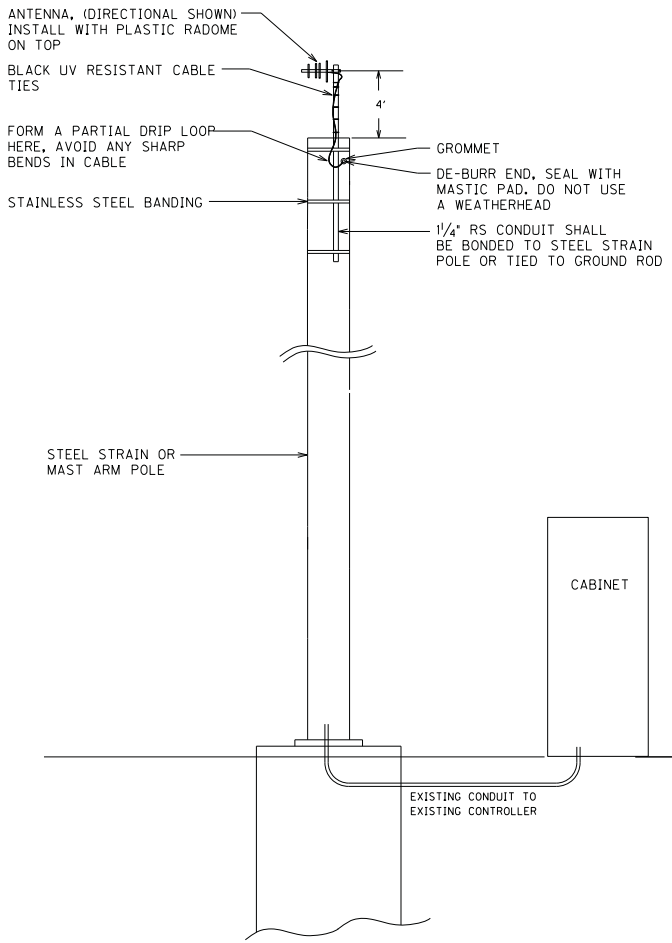
CONDUIT INSTALLATION IN EX. POLE BASE

CONDUIT INSTALLATIONS IN EXISTING LOCATIONS

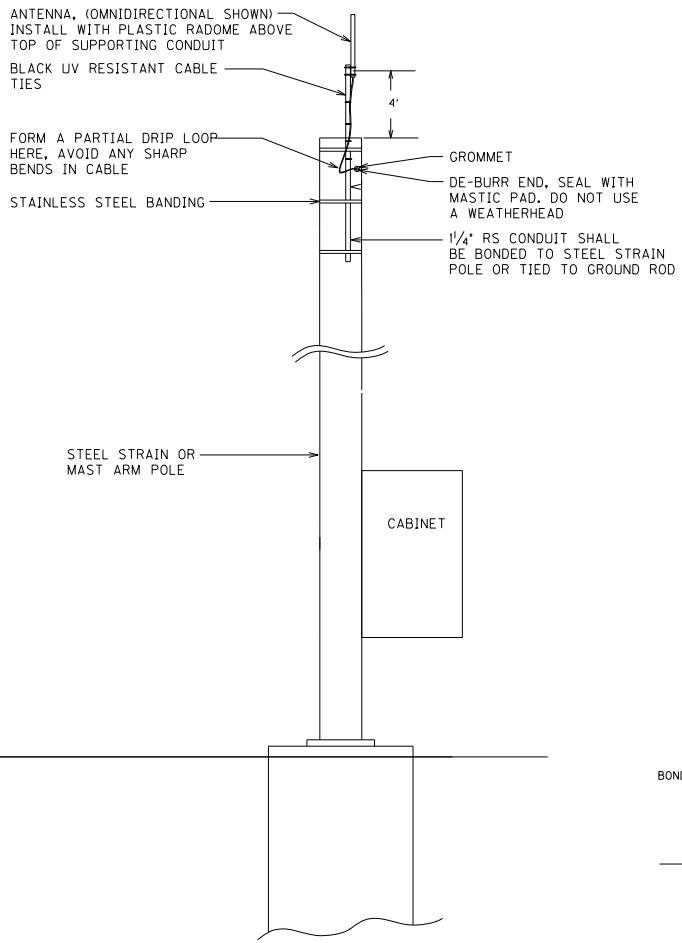
6/22/2012

MicroStation v8.11.9.714
E-SHEET NAME: T010005P
USER: amanda.bolting
DATE PLOTTED: September 30, 2016
FILE NAME: J:\PROJECT\KYTC\KYTC\15005462 KYTC STATEWIDE ELECTRICAL DESIGN\15005457 LA 7 DIAGONAL SPANS \DATA-TECH\CADD\DI\CONTRACT PLANS AND

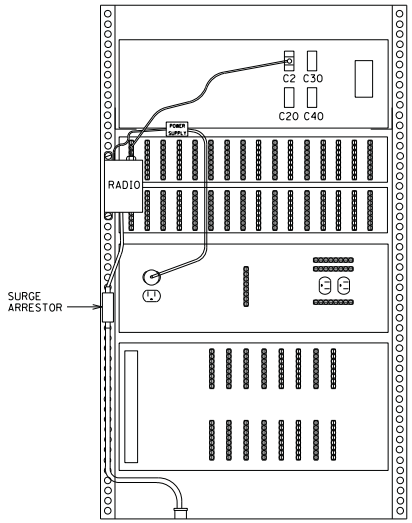
COUNTY OF	ITEM NO.	SHEET #
LAUREL		



TYPICAL ANTENNA INSTALLATION
FOR STEEL AND MAST ARM POLES
WITH BASE MOUNT CONTROLLER CABINET

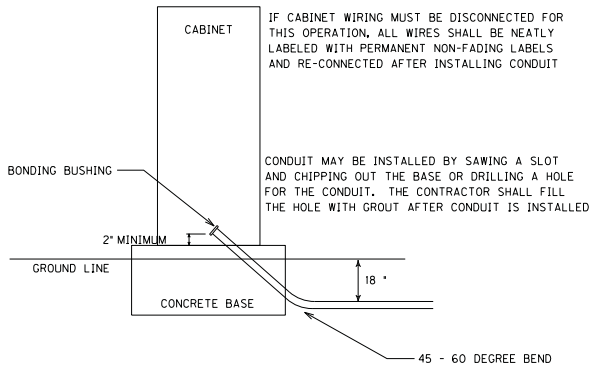


TYPICAL ANTENNA INSTALLATION
FOR STEEL AND MAST ARM POLES
WITH POLE MOUNT CONTROLLER CABINET



RADIO INSTALLATION
(REAR OF CABINET)

Surge protector shall be mounted to cabinet. There shall be no sharp bends in the coaxial cable.



ADDING NEW CONDUIT TO EXISTING BASE

8/2004

RADIO ANTENNA DETAIL

MicroStation v8.11.9.714
E-SHEET NAME: TO120DRA
USER: amanda.bolting
DATE PLOTTED: September 30, 2016
FILE NAME: J:\PROJECT\KY\KYTC\15005452 KYTC STATEWIDE ELECTRICAL DESIGN\15005457 LA 7 DIAGONAL SPANS \DATA-TECH\CADD\DI\CONTRACT PLANS AND

GUARDRAIL DELIVERY VERIFICATION SHEET

Contract Id: _____ **Contractor: _____**

Section Engineer: _____ **District & County: _____**

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

****Required Signatures before Leaving Project Site***

Printed Section Engineer's Representative_____ & Date_____

Signature Section Engineer's Representative_____& Date_____

Printed Contractor's Representative_____& Date_____

Signature Contractor's Representative_____& Date_____

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

Printed Bailey Bridge Yard Representative_____ & Date_____

Signature Bailey Bridge Yard Representative_____& Date_____

Printed Contractor's Representative_____& Date_____

Signature Contractor's Representative_____& Date_____

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

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

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2016.*

SUPPLEMENTAL SPECIFICATIONS

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

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

1I

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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.

1I

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

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

1I

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:

Code	Pay Item	Pay Unit
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

2016 STANDARD DRAWINGS THAT APPLY

TYPICAL GUARDRAIL INSTALLATIONS RBI-001-11
TYPICAL GUARDRAIL INSTALLATIONS RBI-002-07
STEEL BEAM GUARDRAIL (W-BEAM) RBR-001-12
GUARDRAIL COMPONENTS RBR-005-11
GUARDRAIL TERMINAL SECTIONS RBR-010-06
STEEL GUARDRAIL POSTS RBR-015-05
DELINEATORS FOR GUARDRAIL RBR-055
EROSION CONTROL BLANKET SLOPE INSTALLATION RDI-040-01
EROSION CONTROL BLANKET CHANNEL INSTALLATION RDI-041-01
CURVE WIDENING AND SUPERELEVATION TRANSITIONS RGS-001-07
SUPERELEVATION FOR MULTILANE PAVEMENTS RGS-002-06
MISCELLANEOUS STANDARDS PART 1 ..... RGX-001-06
CONCRETE PAVEMENT JOINTS - TYPES & SPACING RPN-020-04
CONCRETE PAVEMENT JOINT DETAILS RPS-010-11
EXPANSION AND CONTRACTION JOINT LOAD TRANSFER ASSEMBLIES RPS-020-14
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-030-06
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-031-06
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-032-06
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-033-07
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-034-07
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-035-06
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-036-06
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-037-06
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-038-06
CONCRETE PAVEMENT JOINTS - TYPES AND SPACING RPS-039-06
PREFORMED COMPRESSION JOINT SEAL FOR CONCRETE PAVEMENT RPX-010-05
HOT POURED ELASTIC JOINT SEALS FOR CONCRETE PAVEMENT RPX-015-04
SILICONE RUBBER SEALS USED IN PORTLAND CONCRETE PAVEMENT RPX-020-06
LANE CLOSURE MULTI-LANE HIGHWAY CASE I TTC-115-03
LANE CLOSURE MULTI-LANE HIGHWAY CASE II TTC-120-03
DOUBLE LANE CLOSURE TTC-125-03
SHOULDER CLOSURE TTC-135-02

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(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 administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

General Decision Number: KY170187 01/06/2017 KY187

Superseded General Decision Number: KY20160187

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER	$ 24.65	12.94
BRICKLAYER		
Bricklayer	$ 22.90	8.50
Stone Mason	$ 21.50	8.50
CARPENTER		
Carpenter	$ 24.90	14.50
Piledriver	$ 24.55	14.50
CEMENT MASON	$ 21.25	8.50
ELECTRICIAN		
Electrician	$ 29.36	10.55
Equipment Operator	$ 26.90	10.31
Groundsman	$ 17.79	8.51
Lineman	$ 30.09	10.94

When workmen are required to work from bosum chairs, trusses,

stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

IRONWORKER	$ 27.56	20.57
LABORER		
Group 1	$ 21.80	12.36
Group 2	$ 22.05	12.36
Group 3	$ 22.10	12.36
Group 4	$ 22.70	12.36

GROUP 1: Aging and Curing of Concrete (Any Mode or Method), Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason Tenders, Cleaning of Machines, Concrete Laborers, Demolition Laborers, Dredging Laborers, Drill Tender, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagmen, Grade Checkers, All Hand Digging and Hand Back Filling, Highway Marker Placers, Landscaping Laborers, Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap and Grouters, Right of Way Laborers, Sign, Guard Rail and Fence Installers (All Types), Signalmen, Sound Barrier Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck Spotters and Dumpers, Wrecking of Concrete Forms, General Cleanup

GROUP 2: Batter Board Men (Sanitary and Storm Sewer), Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders, Burner and Welder, Bushammers, Chain Saw Operator, Concrete Saw Operators, Deckhand Scow Man, Dry Cement Handlers, Environmental Laborers - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operators for Masonry, Form Setters, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jack Hammers, Lead Paint Abatement, Pavement Breakers, Paving Joint Machine, Pipe Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Diggers, Precast Manhole Setters, Walk-behind Tampers, Walk-behind Trenchers, Sand Blasters, Concrete Chippers, Surface Grinders, Vibrator Operators, Wagon Drillers

GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters

GROUP 4: Caisson Workers (Free Air), Cement Finishers, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level A and B, miners and Drillers (Free Air), Tunnel Blasters, and Tunnel Mockers (Free Air), Directional and Horizontal Boring, Air Track Drillers (All Types), Powder Man and Blasters, Troxler and Concrete Tester if Laborer is Utilized

PAINTER		
All Excluding Bridges	$ 19.92	9.57

Bridges	$ 23.92	10.07
PLUMBER	$ 22.52	7.80
POWER EQUIPMENT OPERATOR:		
Group 1	$ 29.95	14.40
Group 2	$ 29.95	14.40
Group 3	$ 27.26	14.40
Group 4	$ 26.96	14.40

GROUP 1: Auto Patrol, Batcher Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes,(French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, Hydraulic Post Driver

SHEET METAL WORKER	$ 20.40	7.80
TRUCK DRIVER		
Driver (3 Tons and Over), Driver (Truck Mounted Rotary Drill)	$ 23.74	14.50
Driver (3 Tons and Under), Tire Changer and Truck Mechanic Tender	$ 23.53	14.50
Driver (Semi-Trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor	$ 23.40	14.50

Driver on Mixer Trucks (All Types)	$ 23.45	14.50
Driver on Pavement Breakers	$ 23.55	14.50
Driver, Euclid and Other Heavy Earth Moving Equipment and Low Boy	$ 24.31	14.50
Driver, Winch Truck and A-Frame when used in Transporting Materials	$ 23.30	14.50
Greaser on Greasing Facilities	$ 24.40	14.50
Truck Mechanic	$ 23.50	14.50
Truck Tender and Warehouseman	$ 23.20	14.50

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
4.5%	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 Laurel County.

PART IV

INSURANCE

INSURANCE

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

1) Commercial General Liability-Occurrence form – not less than $2,000,000 General aggregate, $2,000,000 Products & Completed Aggregate, $1,000,000 Personal & Advertising, $1,000,000 each occurrence.

2) Automobile Liability- $1,000,000 per accident

3) Employers Liability:

   a) $100,000 Each Accident Bodily Injury
   b) $500,000 Policy limit Bodily Injury by Disease
   c) $100,000 Each Employee Bodily Injury by Disease

4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
   a) "policy contains no deductible clauses."
   b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."

5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

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

PART V

BID ITEMS

174122

PROPOSAL BID ITEMS

Report Date 5/2/17

Section: 0001 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00078		CRUSHED AGGREGATE SIZE NO 2	2,000.00	TON		$	
0020	00100		ASPHALT SEAL AGGREGATE	36.00	TON		$	
0030	00212		CL2 ASPH BASE 1.00D PG64-22	2,000.00	TON		$	
0040	00291		EMULSIFIED ASPHALT RS-2	4.30	TON		$	
0050	00301		CL2 ASPH SURF 0.38D PG64-22	300.00	TON		$	
0060	02024		JPC PAVEMENT-10 IN/24	7,000.00	SQYD		$	
0070	02351		GUARDRAIL-STEEL W BEAM-S FACE	2,200.00	LF		$	
0080	02360		GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH		$	
0090	02381		REMOVE GUARDRAIL	2,200.00	LF		$	
0100	02562		TEMPORARY SIGNS	600.00	SQFT		$	
0110	02599		FABRIC-GEOTEXTILE TYPE IV	5,000.00	SQYD		$	
0120	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		$	
0130	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		$	
0140	02677		ASPHALT PAVE MILLING & TEXTURING	3,600.00	TON		$	
0150	02726		STAKING	1.00	LS		$	
0160	04795		CONDUIT-2 IN	500.00	LF		$	
0170	04811		ELECTRICAL JUNCTION BOX TYPE B	4.00	EACH		$	
0180	04850		CABLE-NO. 14/1 PAIR	3,760.00	LF		$	
0190	04885		MESSENGER-10800 LB	20.00	LF		$	
0200	04894		PREFORMED LOOP/LEAD-IN	250.00	LF		$	
0210	04932		INSTALL STEEL STRAIN POLE	1.00	EACH		$	
0220	05950		EROSION CONTROL BLANKET	2,000.00	SQYD		$	
0230	06427		TRENCHING	3,000.00	LF		$	
0240	06514		PAVE STRIPING-PERM PAINT-4 IN	4,500.00	LF		$	
0250	06530		PAVE STRIPING REMOVAL-4 IN	9,000.00	LF		$	
0260	06533		PAVE STRIPING REMOVAL-12 IN	900.00	LF		$	
0270	06550		PAVE STRIPING-TEMP REM TAPE-W	9,000.00	LF		$	
0280	06551		PAVE STRIPING-TEMP REM TAPE-Y	6,000.00	LF		$	
0290	06554		PAVE STRIPING-DUR TY 1-4 IN W	8,100.00	LF		$	
0300	06555		PAVE STRIPING-DUR TY 1-4 IN Y	8,000.00	LF		$	
0310	06561		PAVE STRIPING-DUR TY 1-12 IN Y	1,500.00	LF		$	
0320	06568		PAVE MARKING-THERMO STOP BAR-24IN	36.00	LF		$	
0330	06574		PAVE MARKING-THERMO CURV ARROW	10.00	EACH		$	
0340	06600		REMOVE PAVEMENT MARKER TYPE V	50.00	EACH		$	
0350	10020NS		FUEL ADJUSTMENT	5,614.00	DOLL	$1.00	$	$5,614.00
0360	10030NS		ASPHALT ADJUSTMENT	8,992.00	DOLL	$1.00	$	$8,992.00
0370	20452ES835		PREFORMED LOOPS	144.00	LF		$	
0380	20453ES835		PREFORMED QUADRAPOLE LOOPS	204.00	LF		$	
0390	20997ED		REMOVE TRAFFIC ISLAND	250.00	SQYD		$	
0400	22628NN		DROP BOX INLET-MOD	1.00	EACH		$	
0410	23157EN		TRAFFIC SIGNAL POLE BASE	7.00	CUYD		$	
0420	23253ES717		PAVE MARK TY 1 TAPE CROSS HATCH	400.00	SQFT		$	
0430	23255ES717		PAVE MARK TY 1 TAPE-STRAIGHT ARROW	18.00	EACH		$	
0440	23265ES717		PAVE MARK TY 1 TAPE STOP BAR-24 IN	108.00	LF		$	
0450	23268ES717		PAVE MARK TY 1 TAPE-MERGE ARROW	3.00	EACH		$	
0460	23270ES717		PAVE MARK TY 1 TAPE-CURV ARROW	33.00	EACH		$	
0470	23875NC		REMOVE THERMOPLASTIC ARROWS	50.00	EACH		$	

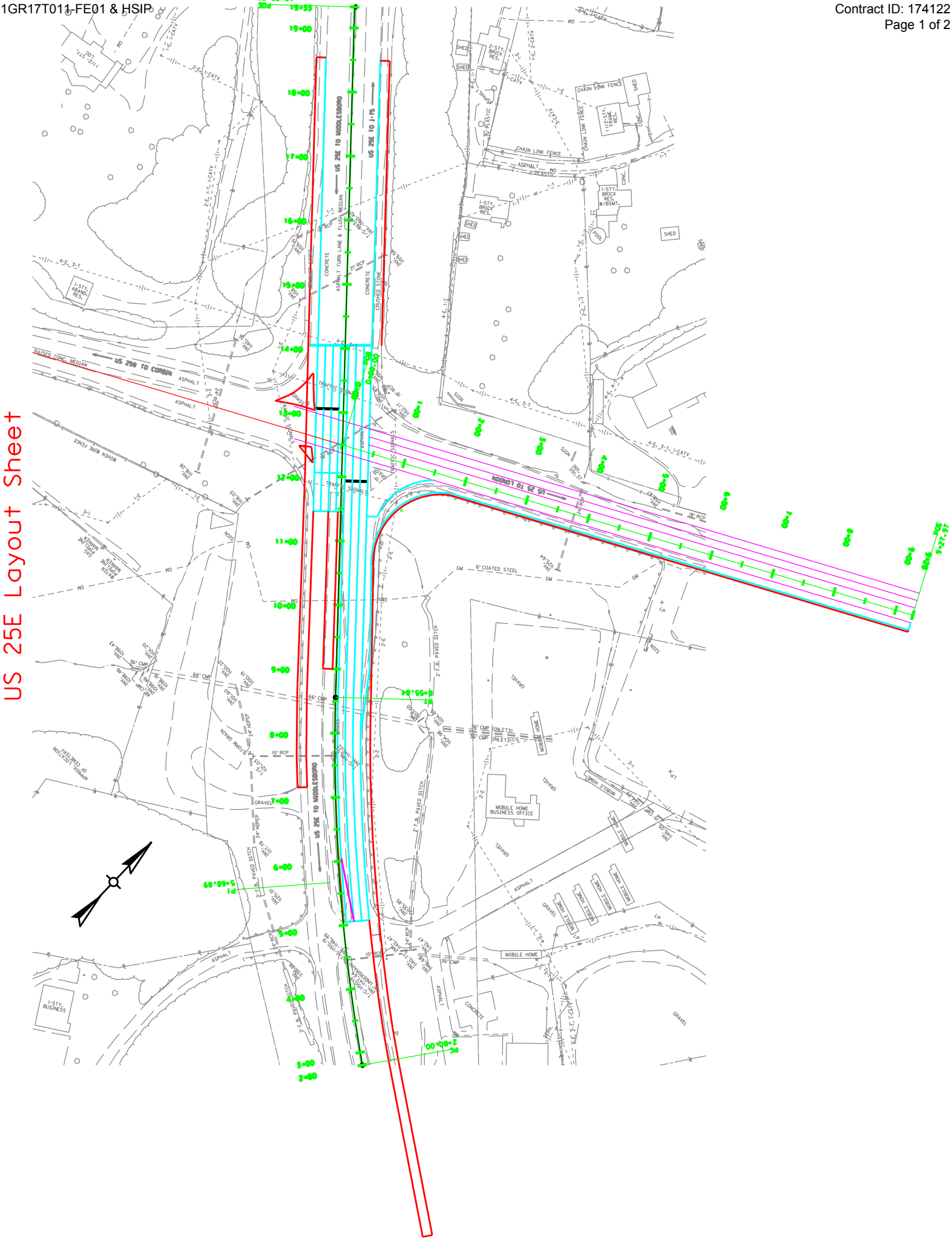
PROPOSAL BID ITEMS

174122

Report Date 5/2/17

Section: 0002 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0480	02569		DEMOBILIZATION	1.00	LS		$	


US 25E Layout Sheet
US 25E TO MIDDLESBORO
US 25E TO I-75
US 25E TO LONDON
US 25 TO CORBIN
RAISED CONC. MEDIAN
CONCRETE
ASPHALT TURN LANE & FLUSH MEDIAN
CRUSHED STONE
TRAFFIC SIGNALS
6" COATED STEEL
2' F.B. PAVED DITCH
MOBILE HOME
MOBILE HOME BUSINESS OFFICE
CHAIN LINK FENCE
WOVEN WIRE FENCE
GRAVEL
ASPHALT
CONCRETE
1-STY. BRICK RES.
2-STY. BRICK RES.
1-STY. BUSINESS
SHED
POOL

CID 17-4122

US 25 JPC Project

PI Sta. 5+68.89

Northing – 3515433.5554

Easting – 5418469.9671

Radius – 2864 feet

Delta - 11°31’12” Right

Degree of Curvature - 2°00’02”

Length – 575.84 feet

PT Sta. 8+55.84

Northing – 3515449.8916

Easting – 5418864.1259

Intersection Point Sta. 12+49.48

Northing – 3515439.0660

Easting – 5419257.6228

Point of End Sta. 19+32.76

Northing – 3515420.2753

Easting – 5419940.6462