



**CALL NO. 202**

**CONTRACT ID. 234420**

**SCOTT COUNTY**

**FED/STATE PROJECT NUMBER 105GR23T027-HSIP & FD05**

**DESCRIPTION STAMPING GROUND ROAD (KY 227)**

**WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE**

**PRIMARY COMPLETION DATE 10/31/2024**

**LETTING DATE: November 16,2023**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME November 16,2023. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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**PART I**

**SCOPE OF WORK**

ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 234420

105GR23T027-HSIP & FD05

COUNTY - SCOTT

PCN - 0710502272301  
HSIP 5166(019)

STAMPING GROUND ROAD (KY 227) (MP 0.000) FROM THE INTERSECTION WITH US 460 EXTENDING NORTH TO THE INTERSECTION WITH SEBREE ROAD (MP 5.874), A DISTANCE OF 05.87 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 07-09018.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:14:29.70 LONGITUDE 84:38:16.20  
ADT 3,448

PCN - MP10502272301  
FD05 105 0227 000-003

STAMPING GROUND ROAD ( KY 227) (MP 0.000) FROM US 460 EXTENDING NORTH TO 1,070 FEET SOUTH OF DUVAL STATION ROAD (MP 2.980), A DISTANCE OF 02.98 MILES.ASPHALT RESURFACING  
GEOGRAPHIC COORDINATES LATITUDE 38:13:48.85 LONGITUDE 84:37:16.37  
ADT 4,026

COMPLETION DATE(S):  
COMPLETED BY 10/31/2024                      APPLIES TO ENTIRE PROJECT



## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

### **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**

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

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

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

### **SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by fax (502) 564-7299 or email to [kytc.projectquestions@ky.gov](mailto: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](http://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.

### **BOYCOTT PROVISIONS**

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

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

### **LOBBYING PROHIBITIONS**

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

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

October 4, 2023

## 1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

## 2.0 – BUILD AMERICA, BUY AMERICA (BABA)

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

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

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

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

10/26/2023

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

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

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

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

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

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

[Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration \(dot.gov\)](#)

October 26, 2023 Letting

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

10/26/2023

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

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

Date Submitted: \_\_\_\_\_

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **FEDERAL CONTRACT NOTES**

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

- |                                |                                              |
|--------------------------------|----------------------------------------------|
| 102.02 Current Rating          | 102.08 Preparation and Delivery of Proposals |
| 102.13 Irregular Bid Proposals | 102.14 Disqualification of Bidders           |
| 102.09 Proposal Guaranty       |                                              |

### **CIVIL RIGHTS ACT OF 1964**

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS** MRA(1)

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

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

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



### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

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

Prime Contractors awarded a federally funded project with a DBE Goal greater than zero will be required to submit DBE Subcontract Agreement Form, TC 14-36, along with the attached FHWA 1273 and Certificate of Liability Insurance for each DBE Firm submitted as part of the previously approved DBE Utilization Plan (TC 14-35). A signed quote or purchase order shall be attached when the DBE subcontractor is a material supplier or broker.

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

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

### **FAILURE TO MEET GOOD FAITH REQUIREMENT**

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

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

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

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

### **SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT**

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

\*\*\*\*\* IMPORTANT \*\*\*\*\*

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

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

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

### **DEFAULT OR DECERTIFICATION OF THE DBE**

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

### **PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

### **SURFACING AREAS**

The Department estimates the mainline surfacing width to be varied 22-36 feet.

The Department estimates the total mainline area to be surfaced to be 42,788 square yards.

The Department estimates the shoulder width to be varied 1-8 foot on each side.

The Department estimates the total shoulder area to be surfaced to be 11,287 square yards.

### **ASPHALT MIXTURE**

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

### **DGA BASE**

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

### **FUEL AND ASPHALT PAY ADJUSTMENT**

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

### **OPTION A**

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

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

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

### **CAUTION – PROPOSAL INFORMATION IS APPROXIMATE – PERFORM AN ON-SITE INSPECTION**

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

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

### **STATIONING**

The contractor is advised that the planned locations of work were established from a beginning station number, which is STA 0+00 at the intersection of KY 227 and US 460, and corresponds to Milepoint 0.00 along KY 227. **NOTE:** The existing mile marker signs may not correspond to the proposed work locations.

### **LIDAR**

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

### **ON-SITE INSPECTION**

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

### **RIGHT OF WAY LIMITS**

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

### **CONTROL**

Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and



General Notes & Description of Work  
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others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his/her decision shall be final and binding upon the Contractor.

**DESCRIPTION OF WORK**

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

**Superelevation Improvements.** There are multiple curves where superelevation improvements are being proposed. The intent of this work is to bring a consistent pavement cross slope through the identified curves. Refer to the Superelevation Improvement Summary for locations and approximate quantities. The Superelevation Improvements are set up and quantified for the Contractor to utilize Leveling & Wedging in order to achieve the desired superelevation improvements at the identified location(s). The Superelevation Improvement Summary lists the estimated quantities of Leveling & Wedging for each curve; however, the Engineer will make the final determination as to which Leveling & Wedging mix design will be required at each superelevation improvement area, as well as the appropriate lift thicknesses and number of lifts based on the existing conditions encountered at the time of construction. After the superelevation improvements have been constructed, portions of the route will be overlaid with a surface course as shown on the Pavement Overlay Summary. Within the FD05 resurfacing limits noted on the summary sheet, the asphalt surface and top layer of tack coat will be paid with FD05 resurfacing funds and all other work items are to be paid using HSIP funds. As a result of the superelevation improvements and surfacing operations, the roadside shoulders, fill slopes, and/or ditches will have to be modified to match the final pavement elevations and tie in with the existing ground lines. A quantity of Shoulder and Ditch Construction has been estimated for regrading the roadside within the identified curves. A representative cross section is given for each curve showing the proposed superelevation improvements and the resulting roadside grading.

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

**Pavement Resurfacing (for FD05 resurfacing funds).** The existing roadway between MP 0.00 – 2.98 is set up to be resurfaced using FD05 resurfacing funds. Other items to be associated with the pavement resurfacing include: removal of 1.25 inch of existing pavement by milling and texturing, leveling & wedging, application

## General Notes & Description of Work

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of tack coat, pavement markings, and installation of edgeline rumble strips. Refer to the rumble strip Standard Drawings for recommended placement of rumble strips. The existing roadway at MP 0.317 & MP 0.349 will include additional work to correct base failure within the FD05 resurfacing project.

**Pavement Resurfacing (for HSIP funding).** Portions of the existing roadway are to be resurfaced as shown on the Pavement Overlay Summary and the Superelevation Improvement Summary. Other items that may be associated with the pavement resurfacing include: construction of edge keys, installation of rumble strips, and application of pavement markings. Refer to the rumble strip Standard Drawings for recommended placement of rumble strips.

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

- The Special Note for Shoulder and Ditch Construction provides information on:
  - The required materials and construction methods.
  - How the Shoulder and Ditch Construction work is measured and paid.
- The SHOULDER AND DITCH CONSTRUCTION AND EMBANKMENT BENCHING DETAILS include:
  - 11 different Figures that show the common conditions and situations that may be encountered when performing Shoulder and Ditch Construction.
  - Notes that provide guidance on how to adjust the proposed shoulder and/or roadside dimensions so that Shoulder and Ditch Construction work operations will remain within the Right-of-Way (or Consent & Release work area) and/or not impact a sensitive obstruction.
- The Typical Section(s) show:
  - The desired dimensions of the proposed shoulder, ditch, and/or roadside slopes.
  - NOTE: There may situations where the desired shoulder, ditch, and/or roadside dimensions must be modified based on existing site conditions. When situations arise where the desired roadside dimensions need to be adjusted, the Contractor and Engineer should work together to determine the final dimensions for the proposed shoulder, ditch, and/or roadside slopes. The notes within the SHOULDER AND DITCH CONSTRUCTION AND EMBANKMENT BENCHING DETAILS provide guidance on ways to adjust the Shoulder and Ditch Construction when common site conditions and constraints are encountered.
- The Shoulder and Ditch Construction Summary:
  - Lists the locations where Shoulder and Ditch Construction is to be performed. While the Department anticipates the limits of Shoulder and Ditch Construction shown on the Shoulder and Ditch Construction Summary are accurate, it is always possible the condition of the existing shoulders and existing ditches could change between the Design phase and Construction phase of the project. Therefore, the Contractor and the Engineer are to work together to review the limits of Shoulder and Ditch Construction and make alterations per Section 104.02.
  - Lists estimated volumes of excavation and embankment for each Shoulder and Ditch Construction location to help indicate the approximate level of effort of each Shoulder

General Notes & Description of Work  
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and Ditch Construction location. **NOTE:** the estimated volumes of excavation and embankment are provided for informational purposes only and final payment for Shoulder and Ditch Construction will be made based on the actual CUYD of Embankment in Place or Excavation performed.

- Indicates which Figure reference within the SHOULDER AND DITCH CONSTRUCTION AND EMBANKMENT BENCHING DETAILS is the closest representation of each proposed Shoulder and Ditch Construction location.
- Lists the Targeted Fill Slope (or Ditch Foreslope) and, if applicable, the Targeted Backslope for each Shoulder and Ditch Construction location.
- Indicates if there is a need for Embankment Benching, a DGA Wedge, and Channel Lining for each Shoulder and Ditch Construction location.
- If applicable, lists the estimated quantities of DGA, Asphalt Seal Coat, Asphalt Seal Aggregate, Channel Lining, and Geotextile Fabric for each Shoulder and Ditch Construction location.
- Summarizes the quantities of the bid items associated with the Shoulder and Ditch Construction work operation.

**DGA Wedge & Chip Seal.** All sections of Guardrail Replacement are set up to receive a DGA Wedge & Chip Seal. The proposed DGA Wedge dimensions are detailed on the Typical Sections. Refer to the Special Note for Guardrail and the Special Note for Double Asphalt Seal Coat for more information on the DGA Wedge & Chip Seal.

**Pipe Replacements & Extensions.** There are locations throughout the project where culvert pipes are being extended. Locations and estimated quantities are noted on the Culvert Pipe Extension Summary. For pipe extensions where the existing pipe is RCP, remove the existing headwall and first section of existing RCP attached to the headwall (approx. 3 to 4 ft of existing pipe). Other items that may be included with the pipe extensions include culvert headwalls, sloped & mitered concrete headwalls, Shoulder and Ditch Construction, channel lining, erosion control blanket, asphalt pavement quantities, etc. Refer to the Special Note for Pipe Replacements/Extensions for more information on this item of work.

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

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

**Channel Lining.** A quantity of Channel Lining Class II has been included in the Pipe Extensions Summary for use at the locations indicated on the summary. An additional quantity is included on the Shoulder and Ditch Construction Summary. The Contractor and Engineer should work together to determine the location and best use of Channel Lining throughout this project. The Engineer will make the final determination as to the needed quantities and placement of Channel Lining.

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

**Guardrail.** Several locations within the project are set up for guardrail replacement. The approximate locations and estimated quantities are noted on the Guardrail Summary. Refer to the Special Note for Guardrail, Typical Sections, and Plan Sheets for more detail and information on this item of work.

**NOTE:** When the plans call for a Type 1 or Type 4 End Treatment, a MASH eligibility letter from FHWA is required for these end terminals. When a MASH tested eligibility letter is not available for the end terminal being utilized, the most recent NCHRP 350 eligibility letter from FHWA for that terminal will apply. Acceptance of the terminal will be at the discretion of the engineer.

**Shoulder Failure Repair and Cribbing.** There is a location within the project where cribbing needs to be replaced and shoulder failures shall be repaired. The approximate locations are noted on the Cribbing Summary and Shoulder Failure Repair Summary. The Engineer will determine actual repair locations and dimensions at the time of construction. Refer to the Special Note for Shoulder Failure Repair, the Cribbing Detail, Typical Sections, and Plan Sheets for more information.

**Reinforced Concrete Box Culvert Extensions.** There is a location within the project where an existing reinforced concrete box culvert is being extended. Locations and estimated quantities are noted on the Box Culvert Extensions Summary. Refer to the Structure Plans, Special Note for Box Culvert Extensions, and Traffic Control Plan for more details and information on this item of work.

**Removal of Existing Curve Signing and Installation of Proposed Curve Signing.** A quantity of 54 each of "Remove Sign" has been included for removal of existing signs along the corridor, as identified on the Signing Plans. An estimated quantity of new signing and sign post is included on the Signing Summary. The Contractor and Engineer will work with the District Traffic Section to determine the final signing layout and sign types prior to installation of the proposed signing. Refer to the Special Note for Signing and the Special Note for Signage for more details concerning the procedures for determining and staking the final layout and installation of the signing.

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

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**Temporary Striping.** A quantity of Pave Striping – Temp Paint – 6 in has been included in the contract for areas of Pavement Overlay and the Superelevation Improvement areas, and any other areas as directed by the Engineer. The Contractor and Engineer should work together to determine any locations throughout the project requiring temporary pavement striping. The Engineer will make the final determination as to the quantities and placement of temporary pavement striping.

**Permanent 6" Striping.** A quantity of Pave Striping – Spray Thermo -6 in has been included in the contract to restripe the corridor as described on the Pavement Marking Summary with 6 inch Spray Thermo.

### Special Note for Staking

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

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

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

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

## Special Note for Erosion Control

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### I. DESCRIPTION

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

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

### II. MATERIALS

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

### III. CONSTRUCTION

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

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing



## Erosion Control

### Page 2 of 3

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

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

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

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

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

The use of Temporary Mulch is encouraged.

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

After all construction is complete, restore all disturbed areas in accordance with Section 212. Completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right-of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

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#### **IV. MEASUREMENT**

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

#### **V. Basis of Payment**

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

## Special Note for Shoulder and Ditch Construction

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### I. DESCRIPTION

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

(1) Maintaining and Controlling Traffic; (2) Site Preparation; (3) Shouldering; (4) Ditching; (5) Constructing Embankments, Embankment Benching, and/or Excavation; (6) Erosion Control; and (7) Any other work as specified in this Contract.

### II. MATERIALS

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

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Channel Lining, Class II.** When listed as a bid item, furnish Channel Lining, Class II as per Section 805.
- D. Geotextile Fabric Type IV.** When listed as a bid item, furnish Geotextile Fabric Type IV as per Section 843.

### III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Site Preparation.** Be responsible for all site preparation including, but not limited to: staking; clearing, grubbing, and removal of all obstructions or any other items; excavation, embankment benching, compacting embankment in place; temporary pollution and erosion control; disposal of excess, waste, and debris; and final dressing, cleanup, and

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seeding and protection. Perform all site preparation as approved or directed by the Engineer.

**D. Staking.** See Special Note for Staking.

**E. Shoulder/Ditch Construction.** All work shall be completed according to Section 209, or as specified in the SHOULDER AND DITCH CONSTRUCTION AND EMBANKMENT BENCHING DETAILS, the Typical Sections, the Plan Sheets, or as directed by the Engineer. Shoulder and Ditch Construction shall consist of any necessary clearing, grubbing, grading, and/or reshaping of the existing shoulder, ditch, and/or roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions detailed on the Typical Sections. Depending on the existing conditions encountered and to achieve the dimensions as detailed in the Typical Sections, Shoulder and Ditch Construction may also include, but is not limited to: embankment benching, excavating and removing excess material, excavation of rock, providing additional earth material suitable for vegetation growth and grading, shaping, and compacting the earth material.

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

**F. Embankment Benching.** Embankment Benching shall be required when the existing groundline has an incline greater than 15%. Any and all required embankment benching shall be included in the Embankment in Place bid item. For more information refer to the SHOULDER AND DITCH CONSTRUCTION AND EMBANKMENT BENCHING DETAILS.

**G. Channel Lining.** Install Class II Channel Lining along any sections of ditches identified in the Proposal, along any fill or ditch backslopes identified in the Proposal requiring Slope Protection, or any other locations the Engineer directs for slope protection or erosion control. When Channel Lining is used along a steep fill slope in order to establish a width of aggregate shoulder, the Channel Lining is to be capped with Geotextile Fabric Type IV and 4" of Crushed Stone Base. In lieu of 4" of Crushed Stone Base, 4" of DGA and a Double Asphalt Seal Coat may be specified in the Proposal. Install whichever aggregate capping material the Proposal specifies, or as directed by the Engineer.

**H. Right-of-Way Limits.** The Department has not established exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way and staging areas secured by the Contractor at no additional cost to the Department. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the

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Contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.

- I. **Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- J. **Coordination with Utility Companies.** Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs due to the Contractor's operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.
- K. **Caution.** The information in this proposal and shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw their own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.
- L. **Control.** Perform all work under the absolute control of the Department. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces, and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the

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

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

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

**N. Final Dressing, Seeding and Protection.** Grade all disturbed areas to blend with the adjacent roadway features and to provide a suitable seed bed. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

#### IV. METHOD OF MEASUREMENT

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

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

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

**D. Staking.** See Special Note for Staking.

**E. Shoulder and Ditch Construction.** Shoulder and Ditch Construction will be bid as Embankment in Place and Roadway Excavation according to section 206.04.

**F. Embankment Benching.** The Department will measure Embankment Benching for payment as Embankment in Place according to section 206.04.

**G. Channel Lining, Class II.** When listed as a bid item, Class II Channel Lining shall be measured according to Section 703.04.

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- H. Geotextile Fabric, Type IV.** When listed as a bid item, Geotextile Fabric, Type IV shall be measured according to Section 214.04.
- I. Clean Up, Disposal of Waste, Final Dressing, Seeding and Protection.** The Department will NOT measure for payment the following activities: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental to the project bid items. Seeding and Protection shall be measured according to Section 212.

**V. BASIS OF PAYMENT**

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Staking.** See Special Note for Staking.
- D. Shoulder and Ditch Construction.** The Department will make payment for the completed and accepted quantities under the bid items EMBANKMENT IN PLACE and ROADWAY EXCAVATION. The Department will consider payment full compensation for furnishing all labor, materials, equipment, and incidentals necessary to perform Shoulder and Ditch Construction as required by these notes, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- E. Channel Lining, Class II.** When listed as a bid item, the Department will make payment for Class II Channel Lining according to Section 703.05.
- F. Geotextile Fabric, Type IV.** When listed as a bid item, the Department will make payment for Geotextile Fabric, Type IV according to Section 214.05.

***SPECIAL NOTE***

**For Tree Removal**

**Scott County  
PERFORM LOW-COST SAFETY IMPROVEMENTS ON  
KY 227 FROM MP 0.000 TO MP 5.874 IN SCOTT COUNTY.  
Item No. 07-9018**

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

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



## Special Note for Tree, Stump, and Brush Removal

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### I. DESCRIPTION

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

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

### II. MATERIALS

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

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

### III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic.** The Contractor shall maintain and control traffic in accordance with the Traffic Control Plan.
- B. Cutting, Trimming, and/or Removing Trees, Stumps, and/or Brush.** The Contractor shall cut, trim, and/or remove trees within the clearing dimensions as shown on the Tree Trimming Detail. On this detail, the horizontal width is taken from the edge of pavement measured perpendicular to the roadway, but not to extend beyond the obvious Right-of-Way limits, or as directed by the Engineer. To achieve the tree trimming/clearing dimensions shown on the Tree Trimming Detail, the complete removal of some trees may be necessary. The Department's expectation is that if the trunk or any portion of the trunk of any tree is within the tree trimming/clearing dimensions shown on the Tree Trimming Detail, any such tree shall be cut and removed as part of this bid item. Additionally, if there are trees whose main trunk is not within the tree trimming/clearing dimensions, but more than approximately 50% of the tree's canopy will be removed due to trimming, any such tree shall be cut and removed as part of this bid item. Cut trees and/or bushes as close to the ground as possible; three inches (3") or less from ground line. All tree stumps within the mowing zone shall be removed

Tree, Stump, & Brush Removal  
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via mechanical grinding, or other methods approved by the Engineer, to a minimum depth of four inches (4") below the surrounding grade line. For trees that are cut but will not be required to have their stump removed, treat the stump, within one hour of cutting, with the herbicide solution specified below. The Contractor and Engineer should work together to identify the trees and/or stumps requiring removal. The Engineer will make the final determination on the decision to remove or leave any trees and/or stumps in question.

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

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

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

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

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

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

Provide herbicide material for the treatment of cut stumps meeting the following criteria:

a. Glyphosate

Active ingredient: **(Glyphosate)**  
\*Glyphosate, N-(phosphonomethyl)glycine, in the form of its  
potassium salt.....48.7%  
Inert ingredients .....51.3%  
Total .....100.0%  
\* Contains 660 grams per liter or 5.5 pounds per U.S. gallon of the active ingredient  
glyphosate, in the form of its potassium salt. Equivalent to 540 grams per liter or 4.5  
pounds per U.S. gallon of the acid, glyphosate.  
EPA Reg. No. 524-579

b. Imazapyr

Active ingredient: **(Imazapyr)**  
\*Isopropylamine salt of Imazapyr 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-  
imidazol-2-yl]-3-pyridinecarboxylic acid) 26.7%  
Inert ingredients .....73.3%  
Total .....100%  
\* Equivalent to 21.8 percent 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-  
imidazolyl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.  
EPA Reg. No. 241-431

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

- E. **Property Damage.** The Contractor will be responsible for all damage to public and/or private property resulting from his/her work.
- F. **Coordination with Utility Companies.** NOTICE: Utility locations shown in the plans are approximate and have not been specifically located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. The Contractor shall have the responsibility for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Utility Owner while they relocate their facilities. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his/her operations.
- G. **Right-of-Way Limits.** The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit his/her activities to the obvious Right-of-Way, permanent or temporary easements, and any work areas secured by consent and release of the adjacent property owners. The Contractor shall be responsible for all encroachments onto private lands.
- H. **Clean Up, Disposal of Waste.** Clean up and dispose of all removed debris by the end of each workday,

Tree, Stump, & Brush Removal  
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and other waste as per Section 204.03.08. The Department will incur no cost to obtain the disposal sites. The Department will NOT make direct payment for clean up or disposal of waste and debris from the project. See the Special Provision for Waste and Borrow Sites.

- I. **Final Dressing, Seeding and Protection.** Apply final dressing, class A to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the appropriate Seed Mixture as specified in Section 212.03.03.
- J. **Erosion Control.** See the Special Note for Erosion Control.

#### IV. METHOD OF MEASUREMENT

- A. **Maintain and Control Traffic.** See the Traffic Control Plan.
- B. **Site preparation.** Other than the bid items listed, site preparation will NOT be measured for payment, but shall be incidental to the project bid items.
- C. **Trim & Remove Trees & Brush.** The Department will measure the quantity by Linear Foot, per side of the highway. See the Tree Trimming Detail for the horizontal and vertical tree trimming/clearing dimensions.
- D. **Stump Treatment.** The Department will NOT measure for payment the operation of Stump Treatment. This activity shall be incidental to the bid item "Trim & Remove Trees & Brush."
- E. **Clean Up, Disposal of Waste.** The Department will NOT measure for payment the operations of Clean Up and Disposal of Waste. These activities shall be incidental to the project bid items.
- F. **Final Dressing, Seeding and Protection.** The Department will NOT measure for payment the operations of Final Dressing. Seeding and Protection will be measured according to Section 212.
- G. **Erosion Control.** See the Special Note for Erosion Control.

#### V. BASIS OF PAYMENT

- A. **Maintain and Control Traffic.** See the Traffic Control Plan.
- B. **Trim & Remove Trees & Brush.** The Department will make payment for the completed and accepted quantities per Linear Foot. The Department will consider payment at the contract unit price as full compensation for furnishing all materials, equipment, labor, other expenses, and all incidentals necessary to complete the work of trimming and removing the trees and brush.
- C. **Erosion Control.** See the Special Note for Erosion Control.

## Special Note for Box Culvert Extensions

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### I. DESCRIPTION

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

- (1) Contractor staking; (2) Site preparation; (3) Removing existing concrete masonry, as necessary; (4) Foundation preparation and construction of reinforced concrete box culvert extensions and headwalls; (4) Maintain and Control Traffic; and (5) all other work specified as part of this contract.

### II. MATERIALS

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

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Foundation Preparation.** Furnish materials according to Section 603, the drawings, and as directed by the Engineer.
- D. Reinforced Concrete Box Culvert Extensions.** Furnish Class A Concrete and deformed Steel Reinforcement according to Sections 601 and 602. Contrary to Section 602.03.03, field bending bars will be allowed; however, obtain the Engineers approval of proposed field bending methods prior to bending. Furnish additional reinforcement to provide adequate splice lengths with existing box culvert steel as determined by the Engineer.
- E. Steel Reinforcement.** See Section 811.

### III. CONSTRUCTION

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Site Preparation.** Be responsible for all Site Preparation, including but not limited to Clearing and Grubbing; Removing pavement; Tree and Stump removal; Temporary Fencing; Roadway Excavation and Structure Excavation; Embankment and Embankment in Place; removal of obstructions or any other items; Grading, Reshaping, and Compacting; Roadside Regrading, obtaining borrow and waste

## Box Culvert Extensions

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sites, and disposal of materials, waste, and debris; cleaning inlet and outlet ditches; and restoration, cleanup and final dressing. Clear and Grub only the minimum area required for construction and/or as directed by the Engineer. Limit clearing and grubbing to the absolute minimum required to construct the box culvert extensions. Obtain the Engineer's approval before removing trees and stumps from the cleared areas. Phase construction such that the potential for erosion is as minimal as possible. Excavate as needed to remove any portion of the existing structure necessary for construction of the box culvert extension. Perform any ditching or roadside grading as directed by the Engineer. Stockpile suitable materials for incorporation into the work as approved by the Engineer. Be responsible for all excavation (common, roadway, structure, solid rock, and unclassified) required for foundation preparation, toe walls, and all other excavation required for the box culvert extensions. Excavate rock in channel as required to allow for construction of foundation and construction of box culvert extensions. Be responsible for all embankment, embankment in place, and borrow required for backfilling the box culvert extension, constructing widened roadway and shoulder transitions, and all other embankment required to complete the work. Provide positive drainage of slopes and ditches at all times during and upon completion of construction. Waste all removed materials not incorporated into the work at sites off the right of way obtained by the Contractor at no additional cost to the Department (see the Special Provision for Waste and Borrow Sites). Perform all excavation and removal of obstructions only as approved or directed by the Engineer.

Sheeting, shoring, cofferdams, and/or dewatering methods may be necessary for construction of the culvert. Include all costs in the unit price bid for Foundation Preparation.

- D. Remove Headwall.** Remove the existing headwall(s) and wingwalls at the existing box culvert end(s) to sound concrete masonry, or as directed by the Engineer. Before removing any concrete masonry saw around the perimeter of the removal area on the interior and exterior to a depth of 1 inch. When sawing, take care not to cut into the existing steel reinforcement. Do not kink or unnecessarily bend exposed existing steel reinforcement. Remove structure excavation to solid rock, or as directed by the Engineer, and prepare foundation. Existing steel reinforcement shall be thoroughly cleaned of concrete and straightened for use to bond the new concrete and reinforcement with a minimum overlap of 1'-9", unless otherwise shown in the drawings. Coat exposed ends of cut reinforcement with a bituminous produce to prevent corrosion of the ends of the exposed reinforcement. As an alternative, if the existing headwall is sound, the Engineer may approve leaving the existing headwall in place, in which case the existing parapet should be removed to 6" below proposed roadway elevation. If the Engineer approves leaving the existing headwall in place, center 3'-0" long, #6 dowel bars at 12" spacing into the existing slabs and walls, embedded 1'-6" deep into the existing box culvert concrete, and set with an adhesive anchorage system to provide a pullout strength of equal or greater capacity than the corresponding reinforcing steel.
- E. Box Culvert Extensions.** Construct the box culvert extension(s) according to the notes and details in the drawings, and Sections 601, 602, 603, 610, and/or any other applicable Standard Specifications. Class A Concrete shall be used throughout. Bond the proposed plastic concrete to the existing hardened concrete in all locations using a Type V Epoxy Resin or other approved structural adhesive, as prescribed in Section 826. Follow the manufacturer's application instructions. All exposed concrete edges shall be beveled  $\frac{3}{4}$ ", unless otherwise noted. Reinforcement shall have a 2" clear distance to the proposed face of concrete, unless otherwise noted. Obtain the Engineer's approval

Box Culvert Extensions  
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of the final centerline, flow line, length, skew, and revised dimensions and/or steel pattern, if any, of each box culvert extension prior to placing concrete.

The Department will permit the use of a precast reinforced concrete box culvert. If a precast reinforced concrete box culvert is used by the Contractor who is awarded the project, that Contractor shall be responsible for developing a connection detail showing how the precast box culvert will be securely connected to the existing box culvert barrel. The connection detail shall be stamped by an engineer licensed in Kentucky and submitted to the Department for review and approval at least 14 days prior to constructing the box culvert extension. The precast reinforced concrete box culvert sections shall adhere to the requirements within Section 611 of the Standard Specifications.

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

- F. Remove Concrete Masonry.** If the Engineer approves leaving the existing headwall(s) in place, a portion of the existing parapet(s) may need to be removed in order to construct a shoulder of suitable depth from the edge of pavement to the proposed headwall. Any necessary removal of a portion of the existing parapet shall be considered Site Preparation and shall be incidental to the box culvert bid items. Also, if the existing headwall(s) are left in place, one or both of the existing wingwalls, or a portion of either wingwall may need to be removed in order to construct the proposed box culvert extension(s) and/or headwall(s). In this situation, any necessary removal of the existing wingwall(s), or any portion thereof, shall be considered Site Preparation and shall be incidental to the box culvert bid items.
- G. Embankments.** Backfill box culvert extensions and construct embankments, slopes, roadway shoulders, and ditches as shown on the drawings, or as directed by the Engineer. Warp and tie the embankment slopes into the adjacent existing roadway to match the existing slopes and ditches. Provide positive drainage of slopes and ditches at all times during and upon completion of construction.
- H. Roadside Regrading.** Construct ditches and shoulders to provide positive drainage. Transition the ditches and shoulders between the existing typical section and the reconstructed roadway at the box culvert extension site(s). Clean all new and existing cross drainage and entrance structures within the limits of the roadside regrading and/or ditching areas according to Section 209.03.B.
- I. Clean Culvert.** Remove all deleterious material and objects not native to the box culvert barrel, such as, but not limited to debris and silt. The Contractor may choose to clean the box culvert prior to, or after, the proposed box culvert extension work. If the Contractor chooses to clean the box culvert prior to the proposed box culvert extension work, and additional debris, silt, etc. builds up during the box culvert extension operations, the Contractor shall remove the additional debris, silt, etc. at no additional cost to the Department, after the box culvert extension operations are complete.

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

- J. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.
- K. On-Site Inspection.** Before submitting a bid for the work, make a thorough inspection of the site and determine existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid to be evidence of this inspection having been made. The Department does not warrant or give any guarantee as to the accuracy of the data and information shown and no claims for money or time extensions will be considered if the conditions encountered, items used or omitted, and final quantities required are not in accordance with the information shown.
- L. Coordination with Utility Companies.** Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require utilities to be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of the Contractor's operations at no additional cost to the Department.
- M. Right of Way Limits.** The Department has not established the exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.
- N. Control.** Perform all work under the absolute control of the Department. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other



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

- O. Clean Up, Disposal of Waste.** Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- P. Final Dressing, Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

#### IV. MEASUREMENT

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

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See the Special Note for Erosion Control.
- C. Site Preparation.** Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to the applicable project bid items.
- D. Remove Headwall.** The Department will measure the removal of existing headwalls as Each. If the Engineer allows a proposed box culvert extension to be constructed without removing the existing headwall, the Remove Headwall bid item shall not be measured for payment.
- E. Foundation Preparation.** The Department will measure Foundation Preparation of box culvert extensions as Lump Sum. The Lump Sum unit price shall include all extensions at each identified box culvert and shall not be measured as individual units per inlet or outlet. Except for the Foundation Preparation bid items listed, the Department will NOT measure Foundation Preparation for any other items of work and shall consider it incidental to the other items of work, as applicable.
- F. Concrete-Class A.** See Section 601.04.
- G. Steel Reinforcement.** See Section 602.04.
- H. Clean Culvert.** The Department will measure each box culvert cleaned as Lump Sum. The bid item Clean Culvert will not be measured when a box culvert must be cleaned due to buildup of debris, silt, etc. that occurs during the Contractor's construction operations.

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**V. PAYMENT**

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

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See the Special Note for Erosion Control.
- C. Foundation Preparation.** Payment at the Lump Sum unit price shall be full compensation for furnishing all labor, materials, and equipment necessary for Foundation Preparation of all extensions at each identified box culvert.
- D. Concrete-Class A.** See Section 601.05.
- E. Steel Reinforcement.** See Section 602.05.
- F. Clean Culvert.** The Department will make payment for the completed and accepted quantities of each box culvert cleaned, as approved by the Engineer. Payment at the Lump Sum unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to clean each box culvert measured for payment. Any box culverts that require cleaning but are not approved by the Engineer for measurement of payment, shall be incidental to the box culvert bid items.

## Special Note for Pipe Replacements and Extensions

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### I. DESCRIPTION

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

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

### II. MATERIALS

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

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

### III. CONSTRUCTION METHODS

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

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

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

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underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of pipe replacement and pipe extension operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.

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

#### IV. METHOD OF MEASUREMENT

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

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

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

**V. BASIS OF PAYMENT**

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

### Special Note for Signage

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The final advisory speeds and some sign types will have to be determined after the curve superelevation improvements and final surfacing operations have been completed. The Contractor shall notify the Engineer and District Traffic Engineer when all of the superelevation improvements and surfacing operations have been completed. Once notified, the District Traffic Engineer will ball-bank the newly surfaced curves to determine the appropriate advisory speeds and work with the Contractor to determine the final Signing Plan. The Engineer and/or District Traffic Engineer will provide the Contractor with the final advisory speeds, any changes to proposed sign types, and the final quantities within three (3) weeks of being notified by the Contractor that final surfacing operations are complete. After the Contractor has received this information from the Engineer and/or the District Traffic Engineer, the Contractor shall then proceed to layout and stake the signing according to the Special Note for Staking, included elsewhere in this Proposal.

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

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

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

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

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

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

## Special Note for Signing

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### I. DESCRIPTION

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

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

### II. MATERIALS

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

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

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

### III. CONSTRUCTION METHODS

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

**B. Site Preparation.** Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform all site preparation only as approved or directed by the Engineer.

**C. Staking.** See Special Note for Staking.

**D. Signs and Posts.** Before beginning installation, the Contractor shall furnish to the Engineer drawings, descriptions, manufacturer's cuts, etc. describing and/or detailing all material to be used. Mill test reports for beams, steel panels, and each different gauge of aluminum or steel sheeting used must be submitted to the Division of Construction and approved prior to erection.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### IV. METHOD OF MEASUREMENT

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

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

## V. BASIS OF PAYMENT

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

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

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

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

## **Install Radar Advance Detector Type A**

*Install Radar Presence Detector Type A* shall consist of installation of a pole mounted radar presence sensor, sensor mounting bracket, sensor cables, interface boxes, lead-in cable, connectors (furnished by contractor), and controller interface assembly. Radar Presence Detector Type A bid item shall include all labor required to provide a functional detection system. Radar Presence Detector Type A shall be installed and wired in accordance with the manufacturer's instructions. After the detector is installed and before the detector is powered on, the contractor shall coordinate with District Traffic Division's representatives to schedule a time to perform the detector setup. The contractor shall double check to verify that all wiring is correctly installed and connected before scheduling the setup work. Representatives from KYTC and/or the manufacturer or sales representative will assist with setup and calibration. The contractor shall provide a bucket truck and operators at this time for final aiming of the sensors. The contractor shall provide individuals capable of operating the setup software and learning the setup process so that future installations may be completed without assistance from others.

## **Install Radar Advance Detector Type B**

*Install Radar Advance Detector Type B* shall consist of installation of a pole mounted radar presence sensor, sensor mounting bracket, sensor cables, interface boxes, lead-in cable, connectors (furnished by contractor), and controller interface assembly. Radar Advance Detector Type B bid item shall include all labor required to provide a functional detection system. Radar Advance Detector Type B shall be installed and wired in accordance with the manufacturer's instructions. After the detector is installed and before the detector is powered on, the contractor shall coordinate with District Traffic Division's representatives to schedule a time to perform the detector setup. The contractor shall double check to verify that all wiring is correctly installed and connected before scheduling the setup work. Representatives from KYTC and/or the manufacturer or sales representative will assist with setup and calibration. The contractor shall provide a bucket truck and operators at this time for final aiming of the sensors. The contractor shall provide individuals capable of operating the setup software and learning the setup process so that future installations may be completed without assistance from others.

## **Special Note for Thermo Striping Application**

Contrary to Section 714.02.05 of the Standard Specifications for Road and Bridge Construction, thermoplastic application will be required to be by ribbon gun at all locations that are to be applied over milled rumble strips in lieu of an extrusion application.



## Special Note for Completion Date & Liquidated Damages

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### I. COMPLETION DATE

The ultimate fixed completion date for this project will be October 31, 2024. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

### II. LIQUIDATED DAMAGES

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

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

Trees and/or bushes that are 5 inches or greater (diameter at breast height) shall not be cut or trimmed between June 1<sup>st</sup> and July 31<sup>st</sup>. Any trees and/or bushes that are cut or trimmed between June 1<sup>st</sup> and July 31<sup>st</sup> will **NOT** receive payment at the contract unit price. Furthermore, failure to adhere to these restrictions shall result in Liquidated Damages in the amount of **\$392** per affected tree. Activities that are a part of this contract that do not involve the initial trimming and/or cutting of trees and/or bushes will be permitted under the ultimate fixed completion date.

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

## **SPECIAL PROVISION FOR WASTE AND BORROW SITES**

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

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

## **COORDINATION OF WORK WITH OTHER CONTRACTS**

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

1-3193 Coordination Contracts  
01/02/2012

## **SPECIAL NOTE FOR DOUBLE ASPHALT SEAL COAT**

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

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

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

### **SPECIAL NOTE FOR SHOULDER FAILURE REPAIR**

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Repair locations listed in the summary are approximate only. The Engineer will determine the actual shoulder failure repair locations and dimensions at the time of construction. Prior to milling and/or resurfacing, saw cut the existing pavement, asphalt surface, base, DGA, and PCC pavement (if present). Excavate to an approximate depth of 12.75 inches below the top of the existing shoulder pavement level. Remove and dispose of all materials. Use all possible care to avoid damaging 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 at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.

On the same day trench is excavated, backfill the excavated area with 4 inches of Crushed Limestone Size No. 23, wrapped on the bottom and sides in Class 2 Geotextile Fabric, and 7.5 inches of Class 2 Asphalt Base 0.75 D PG64-22 up to the existing shoulder pavement surface. Compact the asphalt base to the proper compaction as required by the Section 403 and seal with Leveling and Wedging. Perform all shoulder failure repairs in such a manner that removal and replacement are completed on the same day. Do this work as one of the Contractor's first operations. Do not place new asphalt surface over repaired shoulder failures until a minimum of 14 days has elapsed after placement of the final course of asphalt base. After the 14-calendar day waiting period, and/or when the Engineer determines the repair areas have sufficiently stabilized, begin milling and/or resurfacing operations. Prior to milling and/or constructing the new asphalt surface, level and wedge any settlement of the repair areas.

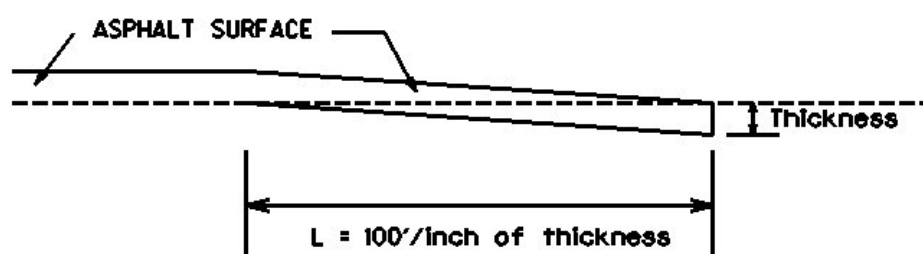
The bidder must draw his or her own conclusions as to the conditions to be encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation of the materials encountered that are not in accord with the classification shown.

Accept payment at the Contract unit prices per ton for Crushed Limestone, Asphalt Base, and Leveling and Wedging as full compensation for all labor, materials, equipment, and incidentals for saw cutting pavement and excavating and disposing of all materials; furnishing and placing crushed limestone stone wrapped in geotextile fabric; furnishing and placing asphalt base up to the existing pavement boundary; leveling and wedging until the repair areas stabilize; and all other items necessary to complete the work according to these notes to the satisfaction of the Engineer. The Department will not measure pavement removal, excavation, and geotextile fabric, but shall be incidental to Crushed Limestone and Asphalt Base as applicable.

## SPECIAL NOTE FOR EDGE KEY

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

### EDGE KEY



Thickness = 1.25 Inches

L = 125 LF

L = Length of Edge Key

## Special Note for Guardrail

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### I. DESCRIPTION

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

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

### II. MATERIALS

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

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Guardrail.** Furnish guardrail system components according to Section 814 and the Standard and Sepia Drawings; except use steel posts only, no alternates.
- C. Delineators for Guardrail.** Furnish white and/or yellow Delineators for Guardrail according to Standard Drawing RBR-055 – Delineators for Guardrail, current edition.
- D. DGA.** Furnish Dense Graded Aggregate as per Section 805.
- E. Erosion Control.** See the Special Note for Erosion Control.

### III. CONSTRUCTION METHODS

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

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posts with dry sand; temporary pollution and erosion control; disposal of excess, waste materials, and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the engineer.

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

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

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

As long as the removal of the guardrail, placement of DGA, and reinstallation of the guardrail is completed in a continuous operation; all guardrail may be taken down at one time, the DGA be placed in all areas where guardrail is to be reinstalled at one time, and all new guardrail be installed at one time; in accordance with the Traffic Control Plan and Section 719. The intent is for the guardrail to be "down" the minimum length of time necessary to complete the guardrail work. If the Contractor chooses to remove guardrail, place the DGA, and reinstall the guardrail in a continuous operation, the Contractor shall submit a plan and schedule for this continuous operation to the Engineer at least 14 calendar days in advance for approval, to ensure the guardrail is "down" for the minimum length of time necessary to complete the guardrail work.

- D. DGA.** Place and compact DGA along and under the guardrail as shown on the Typical Section(s) or as directed by the Engineer. Place a Double Asphalt Seal Coat over the entire width of the DGA along and under the guardrail. See the Special Note for Double Asphalt Seal Coat.
- E. Delineators for Guardrail.** Construct Delineators for Guardrail according to Standard Drawing RBR-055 – Delineators for Guardrail, current edition.
- F. 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.
- G. 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



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overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require utilities to be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of guardrail operations at no additional cost to the Department.

- H. Right of Way Limits.** The Department has not established the exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.
- I. Clean Up, Disposal of Waste.** Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- J. Final Dressing, Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- K. Erosion Control.** See the Special Note for Erosion Control.

#### IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Site preparation.** Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to the Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections, as applicable.
- C. Guardrail, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail.** The Department will measure according to Section 719.04.
- D. DGA.** The Department will measure according to Section 302.04.
- E. Delineators for Guardrail.** See Standard Drawing RBR-055 – Delineators for Guardrail.
- F. Clean Up, Disposal of Waste, Final Dressing, and Seeding and Protection.** The Department will NOT measure for payment the operations of: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental. Seeding and Protection will be measured according to Section 212.
- G. Erosion Control.** See the Special Note for Erosion Control.

#### V. BASIS OF PAYMENT

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- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Guardrail, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail.** The Department will make payment according to Section 719.05.
- C. DGA.** The Department will make payment according to Section 302.05.
- D. Delineators for Guardrail.** See Standard Drawing RBR-055 – Delineators for Guardrail.
- E. Erosion Control.** See the Special Note for Erosion Control.

### **SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS**

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

1-3725 Typical Section Dimensions  
01/02/2012

**TRAFFIC CONTROL PLAN – FD05 and HSIP**

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**TRAFFIC CONTROL GENERAL**

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

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

**PROJECT PHASING & CONSTRUCTION PROCEDURES**

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

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

Labor Day Weekend	3 pm Friday, September 1, 2023 – 8 pm Monday, September 4, 2023
Thanksgiving Holiday	3 pm Wednesday, November 22, 2023 – 8 pm Sunday, November 26, 2023
Christmas Holiday	3 pm Friday, December 22, 2023 – 8 pm Monday, December 25, 2023
New Year’s Day Holiday	7 am Saturday, December 30, 2023 – 8 pm Monday, January 1, 2024
Easter Weekend	3 pm Friday, March 29, 2024 – 8 pm Sunday, March 31, 2024
Memorial Day Weekend	3 pm Friday, May 24, 2024 – 8 pm Monday, May 27, 2024
Independence Day	7 pm Thursday, July 4, 2024 – 8 pm Sunday, July 7, 2024
Labor Day Weekend	3 pm Friday, August 30, 2024 – 8 pm Monday, September 2, 2024
Thanksgiving Holiday	3 pm Wednesday, November 27, 2024 – 8 pm Sunday, December 1, 2024

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

**LANE CLOSURES**

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

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## **TEMPORARY SIGNS**

Temporary signposts and splices shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. Temporary signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, only long-term temporary signs (temporary signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term temporary signs (temporary signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

## **CHANGEABLE MESSAGE SIGNS**

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

## **BARRICADES**

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

## **TEMPORARY ENTRANCES**

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

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advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

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

### **PAVEMENT MARKINGS**

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

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

### **THERMOPLASTIC INTERSECTION MARKINGS**

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

### **PAVEMENT EDGE DROP-OFFS**

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

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

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

Traffic Control Plan  
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Greater than 4" - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing oncoming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the Engineer.

## **USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS**

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

### **Application**

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

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

### **CMS should not be used for:**

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



Traffic Control Plan  
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## **Messages**

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

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

## **Placement**

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

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

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**Standard Abbreviations**

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

<b><u>Word</u></b>	<b><u>Abbrev</u></b>	<b><u>Example</u></b>
Access	ACCS	CRASH AHEAD/ USE ACCS RD NEXT RIGHT
Alternate	ALT	CRASH AHEAD/ USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/ DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/ MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/ USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/ USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/ MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/ USE I275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/ EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/ DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/ PREPARE TO STOP
Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/ DETOUR EXIT 10
Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/ DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ ALL TRAF EXIT 25
Highway	HWY	CRASH ON AA HWY/ EXPECT DELAYS
Hour	HR	CRASH ON AA HWY/ 2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
Interstate	I	E-BND I64 CLOSED/ DETOUR EXIT 20
Lane	LN	LN CLOSED MERGE LEFT
Left	LFT	LANE CLOSED MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/ SLOW
Major	MAJ	MAJ DELAYS I75/ USE ALT RTE
Mile	MI	CRASH 3 MI AHEAD/ USE ALT RTE
Minor	MNR	CRASH 3 MI MNR DELAY
Minutes	MIN	CRASH 3 MI/ 30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/ USE I275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
Prepare	PREP	CRASH 3 MI/ PREP TO STOP
Right	RGT	EVENT PKING NEXT RGT
Road	RD	HAZMAT IN RD/ ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/ POSSIBLE DELAYS
Route	RTE	MAJ DELAYS I75/ USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
Slippery	SLIP	SLIP COND POSSIBLE/ SLOW SPD
Southbound	S-BND	S-BND I75 CLOSED/ DETOUR EXIT 50
Speed	SPD	SLIP COND POSSIBLE/ SLOW SPD

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**Standard Abbreviations** (cont.)

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

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

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

**Typical Messages**

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

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

Typical Messages (cont.)

Reason/Problem	Action
FOG XX MILES	PASS TO RIGHT
FREEWAY CLOSED	PREPARE TO STOP
FRESH OIL	REDUCE SPEED
HAZMAT SPILL	SLOW
ICE	SLOW DOWN
INCIDENT AHEAD	STAY IN LANE
LANES (NARROW, SHIFT, MERGE, ETC.)	STOP AHEAD
LEFT LANE CLOSED	STOP XX MILES
LEFT LANE NARROWS	TUNE RADIO 1610 AM
LEFT 2 LANES CLOSED	USE NN ROAD
LEFT SHOULDER CLOSED	USE CENTER LANE
LOOSE GRAVEL	USE DETOUR ROUTE
MEDIAN WORK XX MILES	USE LEFT TURN LANE
MOVING WORK ZONE, WORKERS IN ROADWAY	USE NEXT EXIT
NEXT EXIT CLOSED	USE RIGHT LANE
NO OVERSIZED LOADS	WATCH FOR FLAGGER
NO PASSING	
NO SHOULDER	
ONE LANE BRIDGE	
PEOPLE CROSSING	
RAMP CLOSED	
RAMP (SLIPPERY, ICE, ETC.)	
RIGHT LANE CLOSED	
RIGHT LANE NARROWS	
RIGHT SHOULDER CLOSED	
ROAD CLOSED	
ROAD CLOSED XX MILES	
ROAD (SLIPPERY, ICE, ETC.)	
ROAD WORK	
ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)	
ROAD WORK XX MILES	
SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)	
NEW SIGNAL XX MILES	
SLOW 1 (OR 2) - WAY TRAFFIC	
SOFT SHOULDER	
STALLED VEHICLES AHEAD	
TRAFFIC BACKUP	
TRAFFIC SLOWS	
TRUCK CROSSING	
TRUCKS ENTERING	
TOW TRUCK AHEAD	
UNEVEN LANES	
WATER ON ROAD	
WET PAINT	
WORK ZONE XX MILES	
WORKERS AHEAD	





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

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

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY	PROJECT # (STATE)		PROJECT # (FEDERAL)
7-9018.00		Scott	FD52 105 0227 000-006		HSIP 5166 (019)
PROJECT DESCRIPTION					
PERFORM LOW COST SAFETY IMPROVEMENTS ON KY 227 FROM MP 0.000 TO MP 5.874 IN SCOTT COUNTY					
<input checked="" type="checkbox"/>	<b>No Additional Right of Way Required</b>				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input type="checkbox"/>	<b>Condition # 1 (Additional Right of Way Required and Cleared)</b>				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/>	<b>Condition # 2 (Additional Right of Way Required with Exception)</b>				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/>	<b>Condition # 3 (Additional Right of Way Required with Exception)</b>				
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired					
Signed Deed		0			
Condemnation		0			
Signed ROE		0			
Notes/ Comments (Text is limited. Use additional sheet if necessary.)					
LPA RW Project Manager			Right of Way Supervisor		
Printed Name			Printed Name	Digitally signed by Cecil D. Smith	
Signature			Signature	Date: 2023.01.20 14:40:55	
Date			Date	-05'00'	
Right of Way Director			FHWA		
Printed Name	2023.01.20		Printed Name	No Signature Required	
Signature	14:48:13		Signature	as per FHWA-KYTC	
Date	-05'00'		Date	Current Stewardship Agreement	

## UTILITIES AND RAIL CERTIFICATION NOTE

**Scott County - HSIP 5166(019)**  
**FD52 105 0227 000-006**  
**Perform Safety Improvements along KY Route 227 from 0.000 to 5.874**  
**Item No. 7-9018.00**

### GENERAL PROJECT NOTES ON UTILITIES

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

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

Scott County - HSIP 5166(019)  
FD52 105 0227 000-006  
Perform Safety Improvements along KY Route 227 from 0.000 to 5.874  
Item No. 7-9018.00

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

AT&T – Buried telephone lines cross the project in a few locations along the corridor. Overhead lines run along the utility poles along either side of the corridor as well.

Georgetown Municipal Water & Sewer Service – A 6” PVC water line runs along the entire corridor switching on either side of the road and can be seen on the roadway plans. There is an 8” sanitary sewer line along the east side of the roadway at the north end of the corridor.

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

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

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

N/A

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

N/A

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

N/A

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement    ☐ Rail Involved    ☐ Rail Adjacent



UTILITIES AND RAIL CERTIFICATION NOTE

Scott County - HSIP 5166(019)  
FD52 105 0227 000-006  
Perform Safety Improvements along KY Route 227 from 0.000 to 5.874  
Item No. 7-9018.00

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
1. AT&T	Frank Ambrose	502-867-8240 fa2207@att.com
2. Kentucky Utilities	Caroline Justice	502-627-3708 Caroline.justice@lge-ku.com
3. Georgetown Municipal Water & Sewer Service	Daryl Mulder	502-863-7816 (ext. 1205) dmulder@gmwss.com

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

# *N O T I C E*

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**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
NATIONWIDE #14 PERMIT AUTHORIZATION  
KENTUCKY DIVISION OF WATER 401 WQC**

**10-26-2022**

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**PROJECT:** Scott County, Item No. 7-9018  
Perform low-cost safety improvements on KY 227 from  
mile point 0.00 to mile point 5.874.

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The Section 404 & 401 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 “Linear Transportation Projects” & Division of Water General Water Quality Certification. In order for these authorizations to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit & General WQC in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

Station 140+86	Extend a 4 ft. X 3 ft. reinforced concrete box culvert and place channel lining at the outlet/inlet. The channel change will impact an <b>intermittent</b> stream a U.T. of Blue Spring Branch. The project will have impacts below the normal high water mark. The estimated area of impact is <b>15 linear feet</b> and <b>0.001 acres</b> .
Station 261+11	Extend a 6 ft. X 4 ft. reinforced concrete box culvert and place channel lining at the outlet/inlet. The channel change will impact an <b>intermittent</b> stream a U.T. of McConnell Run. The project will have impacts below the normal high water mark. The estimated area of impact is <b>25 linear feet</b> and <b>0.003 acres</b> .
Station 274+78	Extend a 4 ft. X 3 ft. reinforced concrete box culvert and place channel lining at the outlet/inlet. The channel change will impact an <b>ephemeral</b> stream a U.T. of McConnell Run. The project will have impacts below the normal high water mark. The estimated area of impact is <b>20 linear feet</b> and <b>0.002 acres</b> .
Station 299+55	Extend a 6 ft. X 4 ft. reinforced concrete box culvert and place channel lining at the outlet/inlet. The channel change will impact an <b>intermittent</b> stream a U.T. of McConnell Run. The project will have impacts below the normal high water mark. The estimated area of impact is <b>30 linear feet</b> and <b>0.004 acres</b> .

This project involves work near and/or within Jurisdictional Waters of the United States as defined by the United States Army Corps of Engineers and therefore requires a Nationwide 14 General 404 Permit. The Division of Water certified this General Permit with several conditions (See attached). One that should be brought to your attention is regarding the use of heavy equipment in the stream channel. If there is need to cross the stream channel with heavy equipment or conduct work from within the stream channel a working platform or temporary crossing is authorized. This should be constructed with clean rock and sufficient pipe to allow stream flow to continue unimpeded (see attached typical drawing).

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

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



ANDY BESHEAR  
GOVERNOR

REBECCA W. GOODMAN  
SECRETARY

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

ANTHONY R. HATTON  
COMMISSIONER

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601

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

This General Certification is issued **December 18, 2020**, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

For this General Certification and all General Certifications of Nationwide Permits (NWP), the term 'surface water' is defined pursuant to 401 KAR Chapter 10, Section 1(72): Surface Waters means those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered to be surface waters of the Commonwealth.

As required by 40 CFR Part 121 – State Certification of Activities Requiring a Federal License or Permit, all conditions include a statement explaining why the condition is necessary to assure that any discharge authorized under the general permit will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. The statements and citations are included with each condition. The statements are written entirely at the end of the certification under the section *Statements of Necessity*.

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

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the conditions in this certification are met. Activities that do not meet the conditions of this General Certification require an Individual Section 401 Water Quality Certification.

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

1. Activities occurring within surface waters assessed by the Kentucky Division of Water as designated Outstanding State Resource Waters, National Resource Waters, Cold Water Aquatic Habitat, Exceptional Waters, or identified as candidate Outstanding State Resource Waters or candidate Exceptional Waters are not authorized under this General Certification and require an Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(1), Section 1(2), & Section 1(3); and 401 KAR 10:031, Section 4(2) & Section 8]
2. Activities impacting surface waters assessed by the Kentucky Division of Water as impaired for warm water or cold water aquatic habitat where the parameter or source is related to habitat\* are not authorized under this General Certification and require an Individual Certification. [Statement B and citations KRS 224.70-110 and 401 KAR 10:031, Section 2 & Section 4]  
  
\*These include waters impaired by the parameter 'habitat assessment', 'combined biota/habitat bioassessment' or any parameter from the parameter group 'habitat alterations, and/or waters where the parameter identified as a cause of impairment has a source from the source group 'habitat impacts'.
3. Activities impacting surface waters assessed by the Kentucky Division of Water as full support for warm water or cold water aquatic habitat are not authorized under this General Certification and require an Individual Certification. [Statements A and B and citations KRS 224.70-110 and 401 KAR 10:031, Section 2 & Section 4]
4. The activity will not occur within surface waters identified as perpetually-protected mitigation sites (e.g., deed restriction or conservation easement). [Statement C and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3); and 40 C.F.R. 230.97]
5. Activities with cumulative temporary and permanent impacts greater than 1/2 acre of wetland or 300 linear feet of surface waters are not authorized under this General Certification and require an Individual Certification. This General Certification shall not apply to projects where multiple Nationwide Permits are issued for individual crossings which are part of a single, larger transportation projects. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
6. For complete linear transportation projects, all impacts shall not exceed a cumulative length of 500 linear feet within each Hydrologic Unit Code (HUC) 14. [401 KAR 10:030 and 401 KAR 10:031]
7. Stream realignment greater than 100 feet is not authorized under this General Certification and require and Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

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8. Surface water impacts covered under this General Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KAWQP). [Statements A and F and citations KRS 224.71-145(1), 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
9. Any crossings must be constructed in a manner that does not impede natural water flow. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
10. The use of creek rock for bank stabilization; grouted rip-rap; unformed, poured grout; unformed, poured concrete; poured asphalt; or asphalt pieces is not authorized under this General Certification and requires an Individual Certification. Poured concrete or grout will be authorized under this General Certification when contained by tightly sealed forms or cells. Equipment shall not discharge waste washwater into surface waters at any time without adequate wastewater treatments. [Statement A and citations 401 KAR 10:030, Section 1(3)(b) & 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
11. New stormwater detention/ retention basins constructed in surface waters or modifications to stormwater detention/ retention basins resulting in the reduction in reach or that cause impairment of flow of surface waters are not authorized under this General Certification and require an Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
12. Erosion and sedimentation pollution control plans and Best Management Practices (BMPs) must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
13. Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

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14. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering surface waters. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
15. Removal of riparian vegetation shall be limited to that necessary for equipment access. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
16. To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
17. Heavy equipment (e.g., bulldozers, backhoes, and draglines), if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
18. Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
19. If domestic water supply intakes are located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done prior to construction. [Statement E and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
20. Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling (800) 928-2380. [Statement A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
21. The Kentucky Division of Water requires submission of a formal application for any federal applicant that is not required to submit a Preconstruction Notification that would typically be required of any non-federal applicant. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]



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22. The Kentucky Division of Water may require submission of a formal application for an Individual Certification for any project that has been determined to likely have a significant adverse effect upon water quality or degrade surface waters so that existing uses of the water body or downstream waters are precluded. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
23. If the final issued General Permit for Nationwide Permit 14 Linear Transportation Projects changes significantly, the Division of Water may opt to deny certification for this permit. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

Statements of Necessity:

- A. This condition is necessary to protect waters categorized under the anti-degradation policy to protect the designated and existing uses and to maintain the associated water quality criteria necessary to protect these water resources.
- B. This condition is necessary to protect existing uses and the level of water quality necessary to protect those existing uses shall be assured in impaired water.
- C. This condition is necessary for long-term protection of compensatory mitigation sites.
- D. This condition is necessary to provide for the prevention, abatement, and control of all water pollution and to conserve water resources for legitimate uses, safeguard from pollution the uncontaminated waters, prevent the creation of any new pollution, and abate any existing pollution.
- E. This condition is necessary to protect domestic water supply use.
- F. This condition is necessary to evaluate, develop, and improve best-management practices in conservation plans, compliance plans, and forest stewardship management plans; establish statewide and regional agriculture water quality plans; and otherwise promote soil and water conservation activities that protect surface waters from the adverse impacts of agriculture operations within the Commonwealth.

**Violation of Kentucky state water quality standards may result in civil penalties and remediation actions.**

For assistance contact the Kentucky Division of Water, Water Quality Certification Section by email ([401WQC@ky.gov](mailto:401WQC@ky.gov)) or by phone (502)-564-3410.





# 2021 Nationwide Permit Summary

US Army Corps  
of Engineers  
Louisville District ®

Issued: February 25, 2022  
Expires: March 14, 2026

## No. 14. Linear Transportation Projects

(NWP Final Rule, 86 FR 73522)

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

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

This NWP cannot be used to authorize

non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

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

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

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

**Note 3:** For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The

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

### Nationwide Permit General Conditions

**Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United

States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other

fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct

management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate

documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7

consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district

engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The

district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential

to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must



include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands

adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more

than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district

engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure

timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in

the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not

authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

\_\_\_\_\_  
(Transferee)

\_\_\_\_\_  
(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an

NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

**32. Pre-Construction Notification.** (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the

permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any

other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many



wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

*(c) Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

*(d) Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

#### **D. District Engineer's Decision**

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the

NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not

practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no

work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

#### **E. Further Information**

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

#### **F. Nationwide Permit Definitions**

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of

water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not

a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWP, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For

the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of

the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal

interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a “water of the United States.” If a wetland is adjacent to a waterbody determined to be a water of the United

States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).



## **2021 KENTUCKY REGIONAL GENERAL CONDITIONS**

These regional conditions are in addition to, but do not supersede, the requirements in the Federal Register (See volume 86, date January 13, 2021, pp 2867-2874 for the text of Section C, General Conditions).

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

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

NWP 3 (Maintenance)

NWP 4 (Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities)

NWP 5 (Scientific Measurement Devices)

NWP 6 (Survey Activities)

NWP 12 (Oil or Natural Gas Pipeline Activities)

NWP 13 (Bank Stabilization)

NWP 14 (Linear Transportation Projects)

NWP 15 (U.S. Coast Guard Approved Bridges)

NWP 16 (Return Water from Upland Contained Disposal Areas)

NWP 17 (Hydropower Projects)

NWP 18 (Minor Discharges)

NWP 19 (Minor Dredging)

NWP 20 (Response Operations for Oil or Hazardous Substances)

NWP 22 (Removal of Vessels)

NWP 23 (Approved Categorical Exclusions)

NWP 25 (Structural Discharges)

NWP 30 (Moist Soil Management for Wildlife)

NWP 32 (Completed Enforcement Actions)

NWP 33 (Temporary Construction, Access, and Dewatering)

NWP 36 (Boat Ramps)

NWP 41 (Reshaping Existing Drainage Ditches)

NWP 51 (Land-Based Renewable Energy Generation Facilities)

NWP 57 (Electric Utility Line and Telecommunications Activities)

NWP 58 (Utility Line Activities for Water and Other Substances)

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

NWP 3 (Maintenance)  
NWP 14 (Linear Transportation Projects)

3. Nationwide Permit No. 14 – Linear Transportation Projects.

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

Table of Acreages at Varying Stream Widths for 500 Linear Feet of Impact	
Stream Width (Feet)	Acres of Stream at Varying Widths for 500 Linear Feet of Stream
1	0.011
2	0.023
3	0.034
4	0.046
5	0.057
6	0.069
7	0.080
8	0.092
9	0.103
10	0.115

- (b) In addition to the notification requirements contained in NWP 14, the permittee must submit a PCN to the district engineer prior to commencing the activity for the permanent loss of greater than 300 linear feet of stream bed or the stream bed acreages listed in the table below. (See General Condition 32 and the definition of "loss of waters of the United States" in the Nationwide Permits for further information.)

Table of Acreages at Varying Stream Widths for 300 Linear Feet of Impact	
Stream Width (Feet)	Acres of Stream at Varying Widths for 300 Linear Feet of Stream
1	0.007
2	0.014
3	0.021
4	0.028
5	0.034
6	0.041
7	0.048
8	0.055
9	0.062
10	0.069

4. Notification in accordance with General Condition 32 is required to the Corps for all activities located in the following Section 10 waterways, to include the portion of their tributaries below the Ordinary High Water Mark or navigation pool, or otherwise subject to inundation, by the Section 10 waterway:
  - Mississippi River
  - Ohio River
  - Licking River
  - Kentucky River
  - Salt River
  - Green River
  - Cumberland River
  - Tennessee River
  - Big Sandy River (from mouth to Louisa, KY)
5. All applications and requests should be submitted electronically. To submit applications or other requests electronically, all documents should be saved as a PDF document, and then submitted as an attachment in an email to the following email address:

[CELRL.Door.To.The.Corps@usace.army.mil](mailto:CELRL.Door.To.The.Corps@usace.army.mil)

Your email should include the following:

- a) Subject Line with the name of the applicant, type of request, and location (County and State). Example: RE: Doe, John, DA Permit Application, Jefferson County, KY
- b) Brief description of the request and contact information (phone number, mailing address, and email address) for the applicant and/or their agent.



c) Project Location: Address and Latitude/Longitude in decimal degrees (e.g. 42.927883, -88.362576).

All forms that require signature must be digitally signed or signed manually, scanned and then sent electronically.

Electronic documents must have sufficient resolution to show project details. In order to have the highest quality documents, the original digital documents should be converted to PDF rather than providing scanned copies of original documents.

The electronic application and attached documents must not exceed 10 megabytes (10MB).

6. For all activities, the applicant shall review the U.S. Fish and Wildlife Service's IPaC website: <http://ecos.fws.gov/ipac> to determine if the activity might affect threatened and/or endangered species or designated critical habitat. If federally-listed species or designated critical habitat are identified, a PCN in accordance with General Condition 18 and 32 would be triggered and the official species list generated from the IPaC website must be submitted with the PCN.

Further information:

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

Designated Critical Habitat (DCH) under the Endangered Species Act is determined within the Commonwealth of Kentucky by the U.S. Fish and Wildlife Service. The current list of Kentucky's Threatened, Endangered, and Federal Candidate Species can be found at the following link: <http://www.fws.gov/frankfort/EndangeredSpecies.html>

Information on Pre-Construction Notification (PCN) can be found at NWP General Condition No. 32 in the Federal Register (See volume 86, date January 13, 2021, pp 2867-2874 for the text of Section C, General Conditions).

**COORDINATING RESOURCE AGENCIES**

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

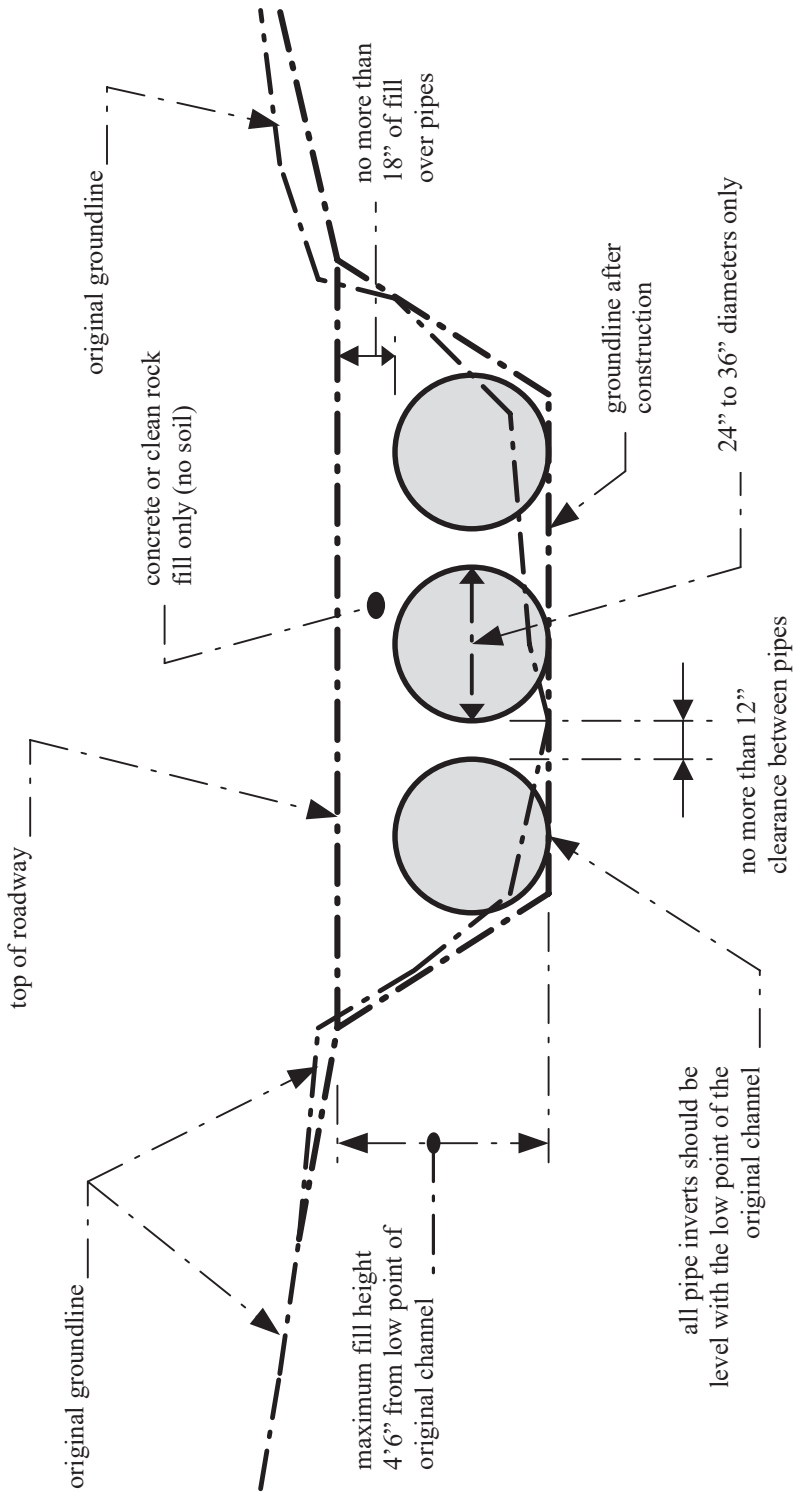
Supervisor  
U.S. Fish & Wildlife Service  
JC Watts Federal Building, Room 265  
330 West Broadway  
Frankfort, Kentucky 40601

Supervisor  
401 Water Quality Certification  
Kentucky Division of Water  
300 Sower Boulevard, 3<sup>rd</sup> Floor  
Frankfort, KY 40601

Commissioner  
Department of Fish and Wildlife Resources  
#1 Sportsman's Lane  
Frankfort, KY 40601

Executive Director and State Historic Preservation Officer  
Kentucky Heritage Council  
410 High Street  
Frankfort, KY 40601

ATTACHMENT 1



NOTES:

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

LOW-WATER CROSSING

STANDARD DRAWING  
Not to Scale

KYTC BMP Plan for Project Item # **7-9018.00**



**Kentucky Transportation Cabinet**

**Highway District **7 (1)****

**And**

**\_\_\_\_\_ (2), Construction**

**Kentucky Pollutant Discharge Elimination System**

**Permit KYR10**

**Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**Highway Safety Improvement Project on **KY 227** in  
**Scott County (1)****

**Project: Item # **7-9018.00****

## KYTC BMP Plan for Project Item # 7-9018.00

### Project information

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

1. Owner – Kentucky Transportation Cabinet, District 7 (1)
2. Resident Engineer: (2)
3. Contractor name: (2)  
Address: (2)  
  
Phone number: (2)  
Contact: (2)  
Contractor's agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number: (2)
5. Route (Address): (1) KY 227
6. Latitude/Longitude (project mid-point): 38° 14' 39.2", -84° 38' 30.7" (1)
7. County (project mid-point): (1) Scott
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KYTC BMP Plan for Project Item # **7-9018.00**

**A. Site description:**

1. Nature of Construction Activity (from letting project description): (1)
2. Order of major soil disturbing activities: (2) and (3)
3. Projected volume of material to be moved: X CY (Cut) & X CY (Fill); or X LF of Roadside Regrading; or *This project does not involve significant cut and fill.* (1)
4. Estimate of total project area (acres): (1) 31.7 AC
5. Estimate of area to be disturbed (acres): (1) 6.9 AC
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition: (1) & (2)
8. Data describing existing discharge water quality (if any): (1) & (2)
9. Receiving water name: (1) North Elkhorn Creek, Blue Spring Branch, McConnell Run
10. TMDLs and Pollutants of Concern in Receiving Waters: (1) *No TDML's were involved on this project.*
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:  
The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

## KYTC BMP Plan for Project Item # 7-9018.00

### B. Sediment and Erosion Control Measures:

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

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

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

## KYTC BMP Plan for Project Item # 7-9018.00

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



## KYTC BMP Plan for Project Item # 7-9018.00

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

### C. Other Control Measures

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

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

3. Hazardous Waste

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

4. Spill Prevention

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

- **Good Housekeeping:**

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

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

### ➤ **Hazardous Products:**

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

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

**The following product-specific practices will be followed onsite:**

### ➤ **Petroleum Products:**

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

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

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

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

### ➤ **Fertilizers:**

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

### ➤ **Paints:**

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

### ➤ **Concrete Truck Washout:**

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

### ➤ **Spill Control Practices**

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

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

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

### D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines, or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1) *There are no other local (MS4) requirements that are expected to be necessary for this project.*

### E. Maintenance

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

## KYTC BMP Plan for Project Item # 7-9018.00

### F. Inspections

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

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

### G. Non – Storm Water Discharges

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

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

## KYTC BMP Plan for Project Item # 7-9018.00

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

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

### H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

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

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

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

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

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

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

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

KYTC BMP Plan for Project Item # **7-9018.00**

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

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

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



KYTC BMP Plan for Project Item # **7-9018.00**

**Contractor and Resident Engineer Plan certification**

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed \_\_\_\_\_ title \_\_\_\_\_, \_\_\_\_\_  
Typed or printed name<sup>2</sup> signature

(3) Signed \_\_\_\_\_ title \_\_\_\_\_, \_\_\_\_\_  
Typed or printed name<sup>1</sup> signature

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



KYTC BMP Plan for Project Item # 7-9018.00

Sub-Contractor Certification

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

Subcontractor

Name:  
Address:  
Address:  
  
Phone:

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

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

Signed \_\_\_\_\_ title \_\_\_\_\_, \_\_\_\_\_  
Typed or printed name<sup>1</sup> signature

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

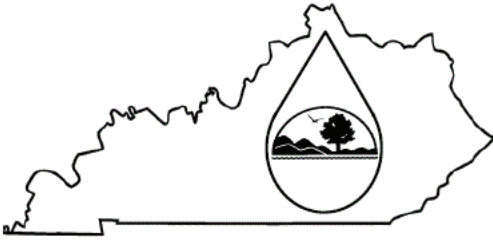
**CID 23-4407**  
**Scott County**  
**Highway Safety Improvement Project along KY 227**  
**from MP 0.000 – 5.874**  
**Item No. 7-9018.00**

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

eForm Submittal ID: 338190

Transaction ID: 8e9c5b28-0854-4da9-b7cd-45b9db5a4aef




## KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

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

[Click here for Instructions  
\(Controls/KPDES\\_FormKYR10\\_Instructions.htm\)](#)

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

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

Reason for Submittal:(*) <div>Application for New Permit Coverage</div>		Agency Interest ID: <div>Agency Interest ID</div>		Permit Number:(✓) <div>KPDES Permit Number</div>	
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓) <div></div>					
<b>ELIGIBILITY:</b> Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.					
<b>EXCLUSIONS:</b> The following are excluded from coverage under this general permit: 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan; 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation; 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.					
SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)					
Company Name:(✓) <div>Kentucky Transportation Cabinet, District</div>		First Name:(✓) <div>Kelly</div>		M.I.: <div>MI</div>	Last Name:(✓) <div>Baker</div>
Mailing Address:(*) <div>800 Newtown Court</div>	City:(*) <div>Lexington</div>		State:(*) <div>Kentucky</div>		Zip:(*) <div>40512-1127</div>
eMail Address:(*) <div>KellyA.Baker@ky.gov</div>		Business Phone:(*) <div>(859) 246-2355</div>		Alternate Phone: <div>Phone</div>	
SECTION II -- GENERAL SITE LOCATION INFORMATION					
Project Name:(*) <div>KYTC Project: Item # 7-9018.00</div>		Status of Owner/Operator(*) <div>State Government</div>		SIC Code(*) <div>1611 Highway and Street Cons</div>	
Company Name:(✓) <div>Kentucky Transportation Cabinet - District 7</div>		First Name:(✓) <div>Kelly</div>		M.I.: <div>MI</div>	Last Name:(✓) <div>Baker</div>
Site Physical Address:(*) <div>Scott County KY 227 from MP 0.000 to MP 5.874</div>					
City:(*) <div>Georgetown</div>		State:(*) <div>Kentucky</div>		Zip:(*) <div>40324</div>	
County:(*) <div>Scott</div>	Latitude(decimal degrees)(*)DMS to DD Converter ( <a href="https://www.fcc.gov/media/radio/dms-decimal">https://www.fcc.gov/media/radio/dms-decimal</a> ) <div>38.244220</div>		Longitude(decimal degrees)(*) <div>-84.641846</div>		
SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION 					
Project Description:(*) <div>Highway Safety Improvement Project consisting of roadside regrading, replacement and/or extension of various pipes and box culverts, guardrail, asphalt paving, tree trim</div>					
a. For single projects provide the following information					

Total Number of Acres in Project:(✓)	Total Number of Acres Disturbed:(✓)
31.7	6.9
Anticipated Start Date:(✓)	Anticipated Completion Date:(✓)
b. For common plans of development provide the following information	
Total Number of Acres in Project:(✓)	Total Number of Acres Disturbed:(✓)
# Acre(s)	# Acre(s)
Number of individual lots in development, if applicable:(✓)	Number of lots in development:(✓)
# lot(s)	# lot(s)
Total acreage of lots intended to be developed:(✓)	Number of acres intended to be disturbed at any one time:(✓)
Project Acres	Disturbed Acres
Anticipated Start Date:(✓)	Anticipated Completion Date:(✓)
List Building Contractor(s) at the time of Application:(*)	
<div>+ Company Name</div>	

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

Discharge Point(s):

	Unnamed Tributary?	Latitude	Longitude	Receiving Water Name	
1	No	38.215295	-84.605305	North Elkhorn Creek	Delete
2	No	38.215800	-84.606200	North Elkhorn Creek	Delete
3	Yes	38.219744	-84.610731	North Elkhorn Creek	Delete
4	Yes	38.219879	-84.610803	North Elkhorn Creek	Delete
5	Yes	38.239548	-84.635096	Blue Spring Branch	Delete
6	Yes	38.244904	-84.646170	North Elkhorn Creek	Delete
7	No	38.251738	-84.662551	McConnell Run	Delete
+					

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

Name of MS4:

Date of application/notification to the MS4 for construction site permit coverage:

Date

Discharge Point(s):(\*)

+ Latitude Longitude

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

Will the project require construction activities in a water body or the riparian zone?: (\*)

Yes

If Yes, describe scope of activity: (✓)

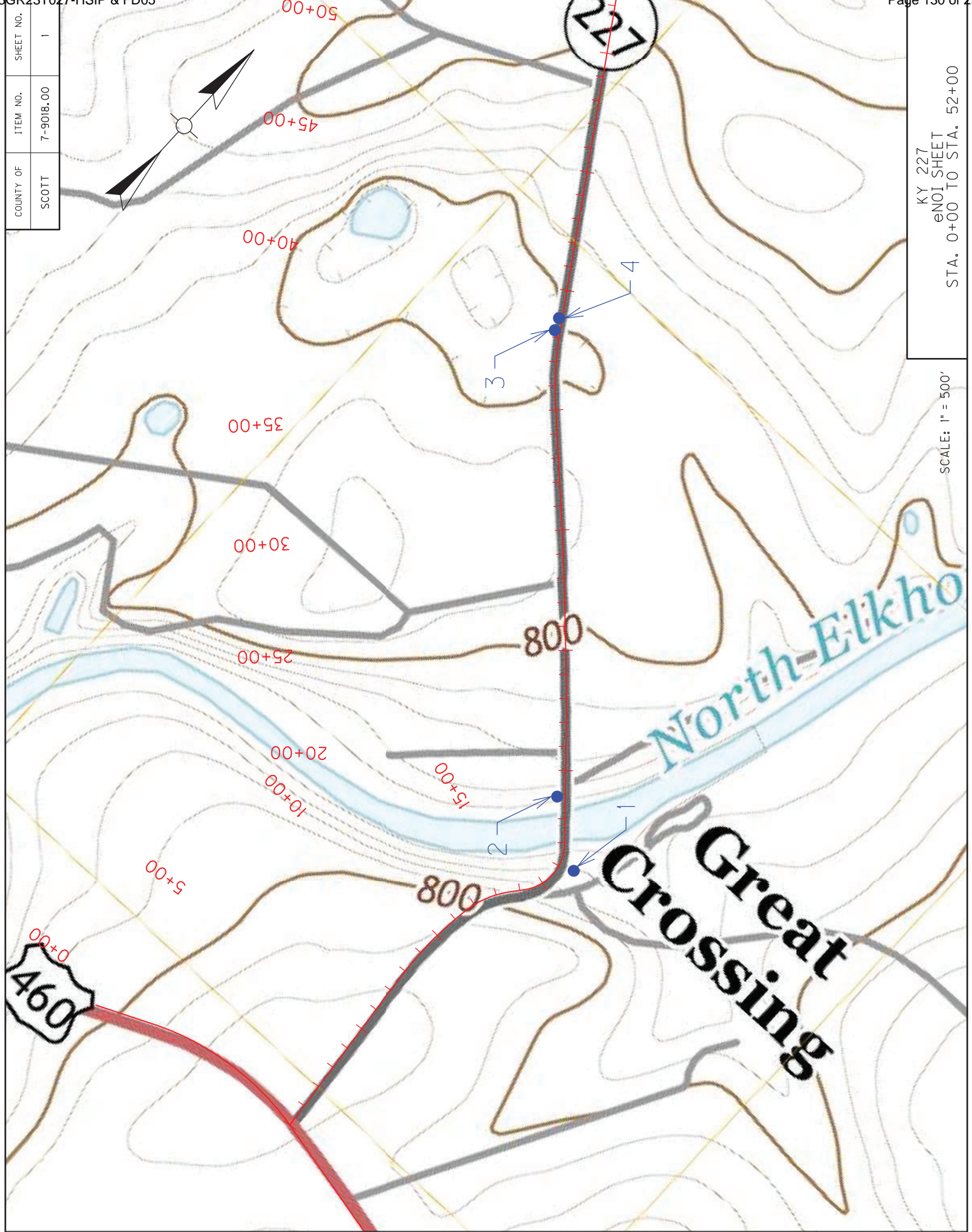
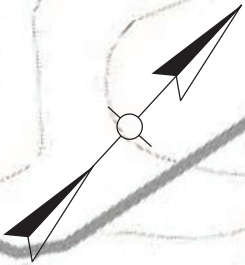
Extending pipes and culverts.

Is a Clean Water Act 404 permit required?:(\*)

Yes

Is a Clean Water Act 401 Water Quality Certification required?:(*)			No		
SECTION VII -- NOI PREPARER INFORMATION					
First Name:(*) <div>First Name</div>		M.I.: <div>MI</div>	Last Name:(*) <div>Last Name</div>		Company Name:(*) <div>Company Name</div>
Mailing Address:(*) <div>Mailing Address</div>		City:(*) <div>City</div>		State:(*) <div></div>	Zip:(*) <div>Zip</div>
eMail Address:(*) <div>eMail Address</div>			Business Phone:(*) <div>Phone</div>		Alternate Phone: <div>Phone</div>
SECTION VIII -- ATTACHMENTS					
Facility Location Map:(*)			Upload file		
Supplemental Information:			Upload file		
SECTION IX -- CERTIFICATION					
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.					
Signature:(*) <div>Signature</div>			Title:(*) <div>Title</div>		
First Name:(*) <div>First Name</div>		M.I.: <div>MI</div>	Last Name:(*) <div>Last Name</div>		
eMail Address:(*) <div>eMail Address</div>		Business Phone:(*) <div>Phone</div>		Alternate Phone: <div>Phone</div>	Signature Date:(*) <div>Date</div>
<div>Click to Save Values for Future Retrieval</div> <div>Click to Submit to EEC</div>					

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	1

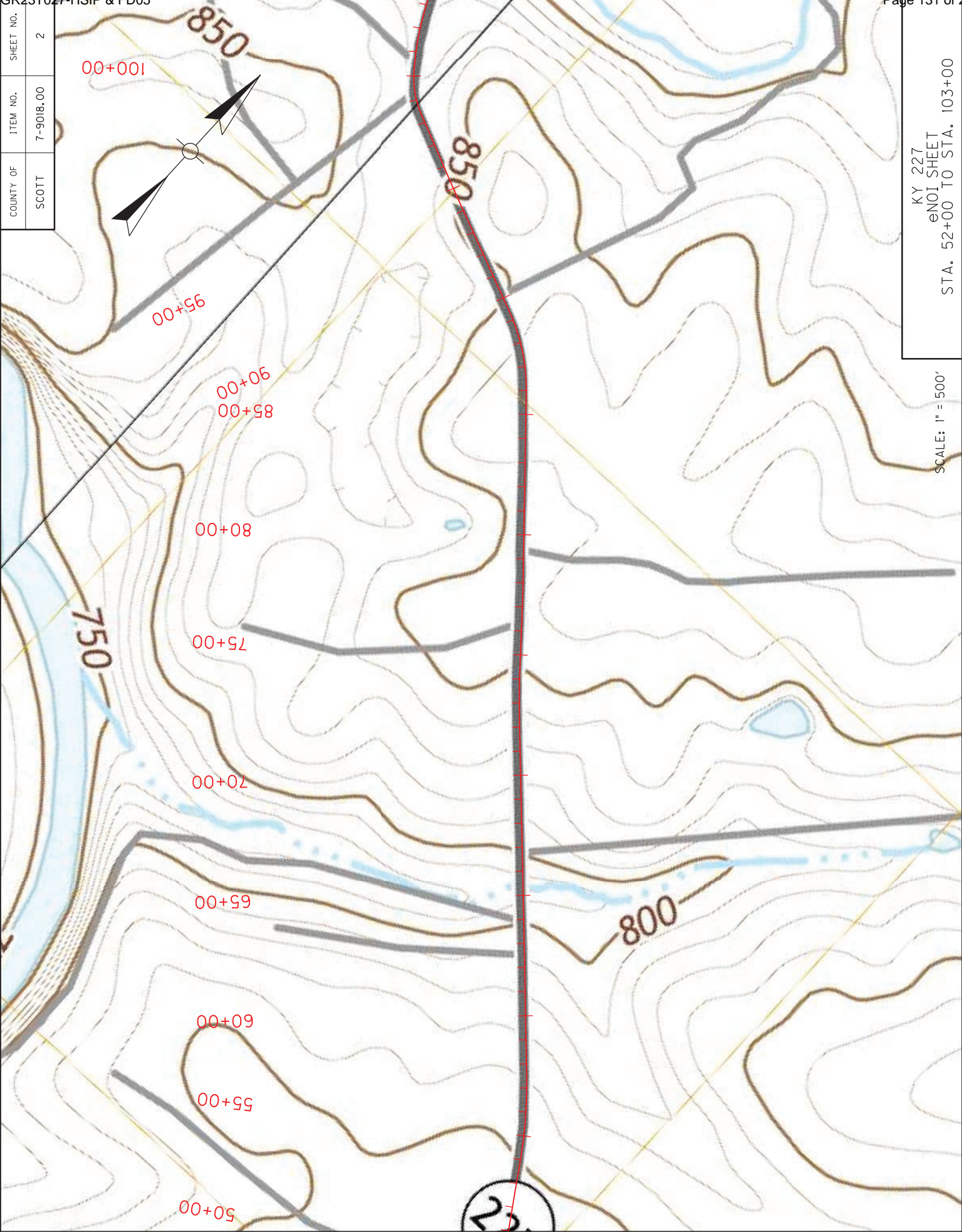


KY 227  
eNOI SHEET  
STA. 0+00 TO STA. 52+00

SCALE: 1" = 500'



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	2



KY 227  
eNOI SHEET  
STA. 52+00 TO STA. 103+00

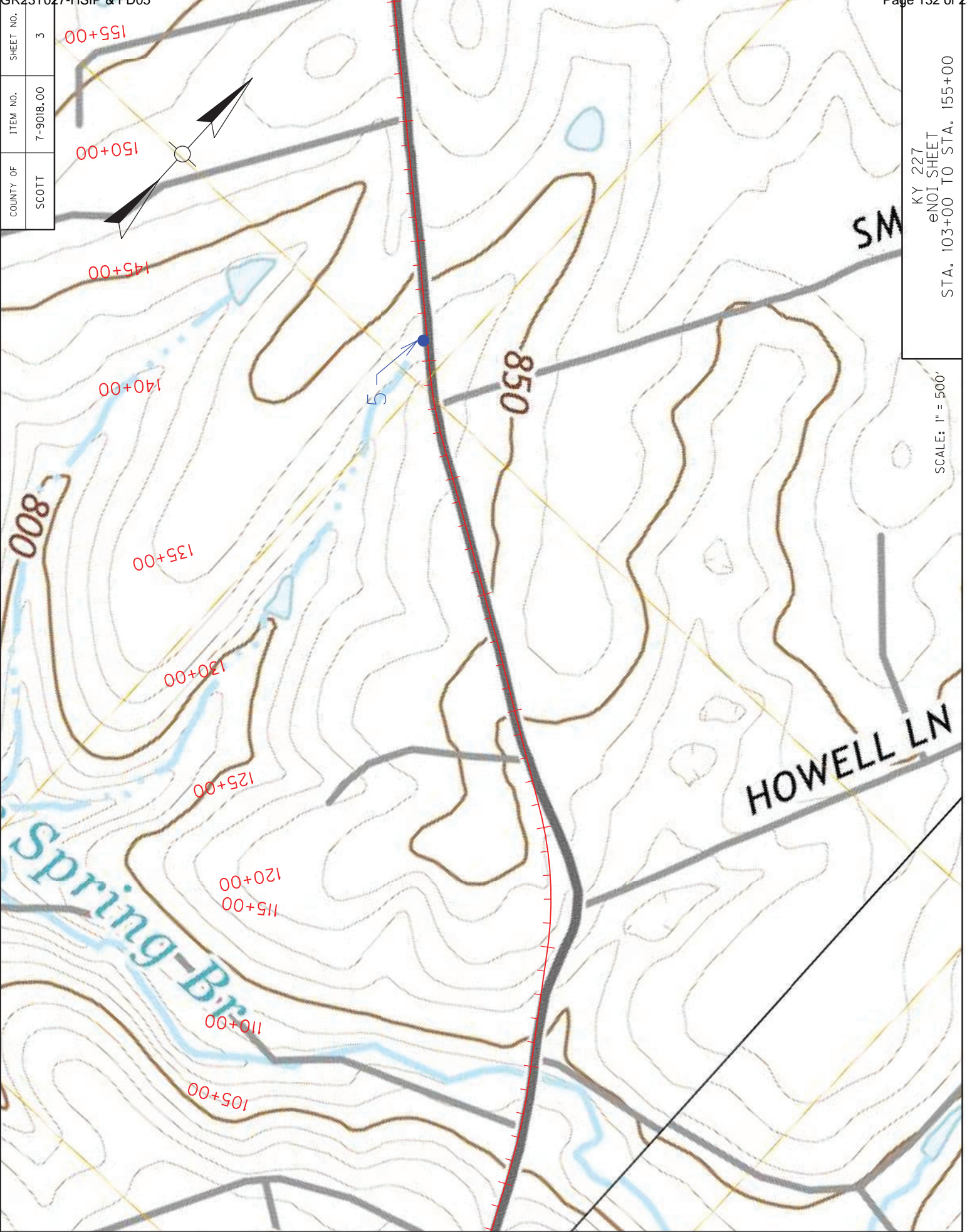
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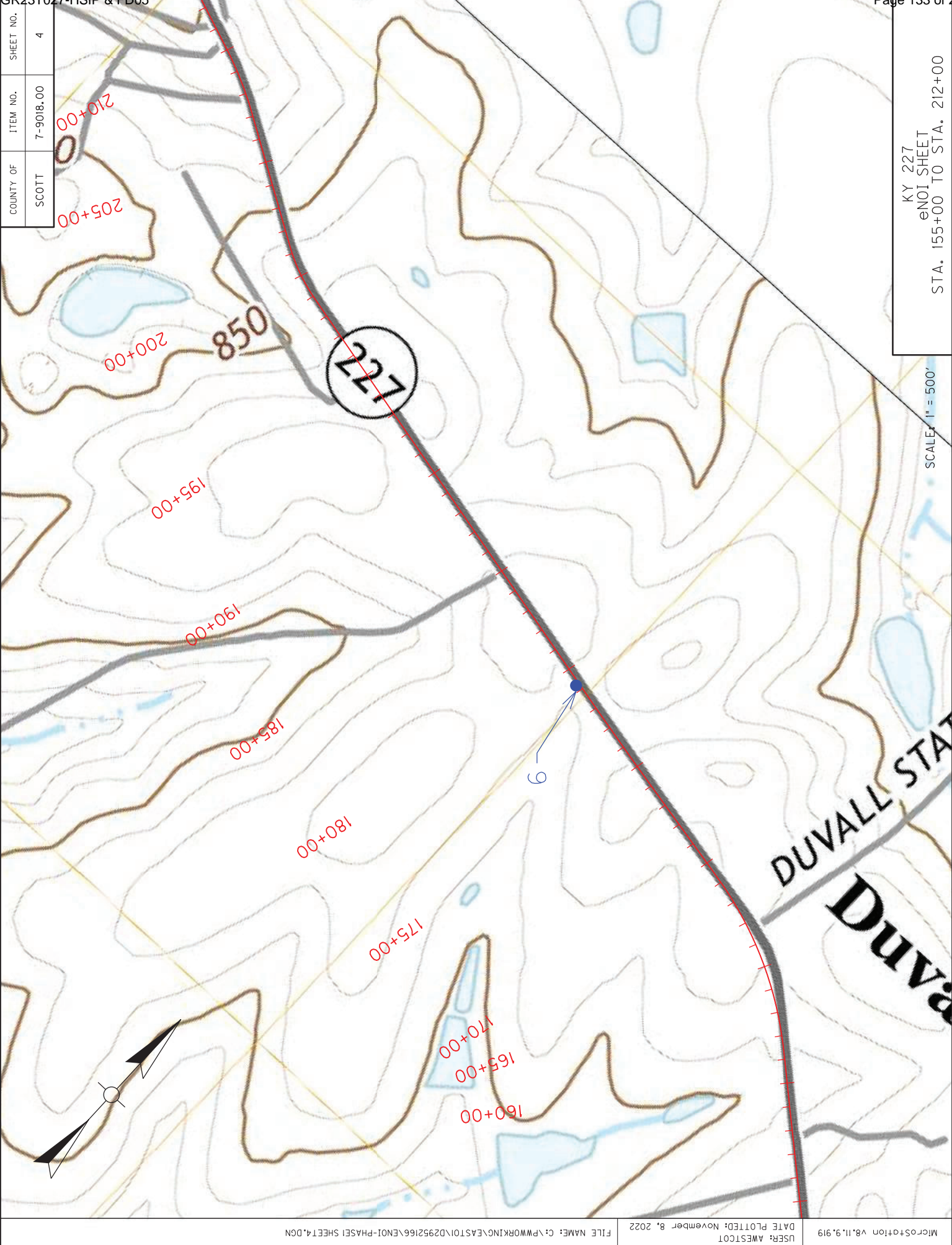
COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	3

KY 227  
eNOI SHEET  
STA. 103+00 TO STA. 155+00

SCALE: 1" = 500'







COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	4

KY 227  
ENVI SHEET  
STA. 155+00 TO STA. 212+00

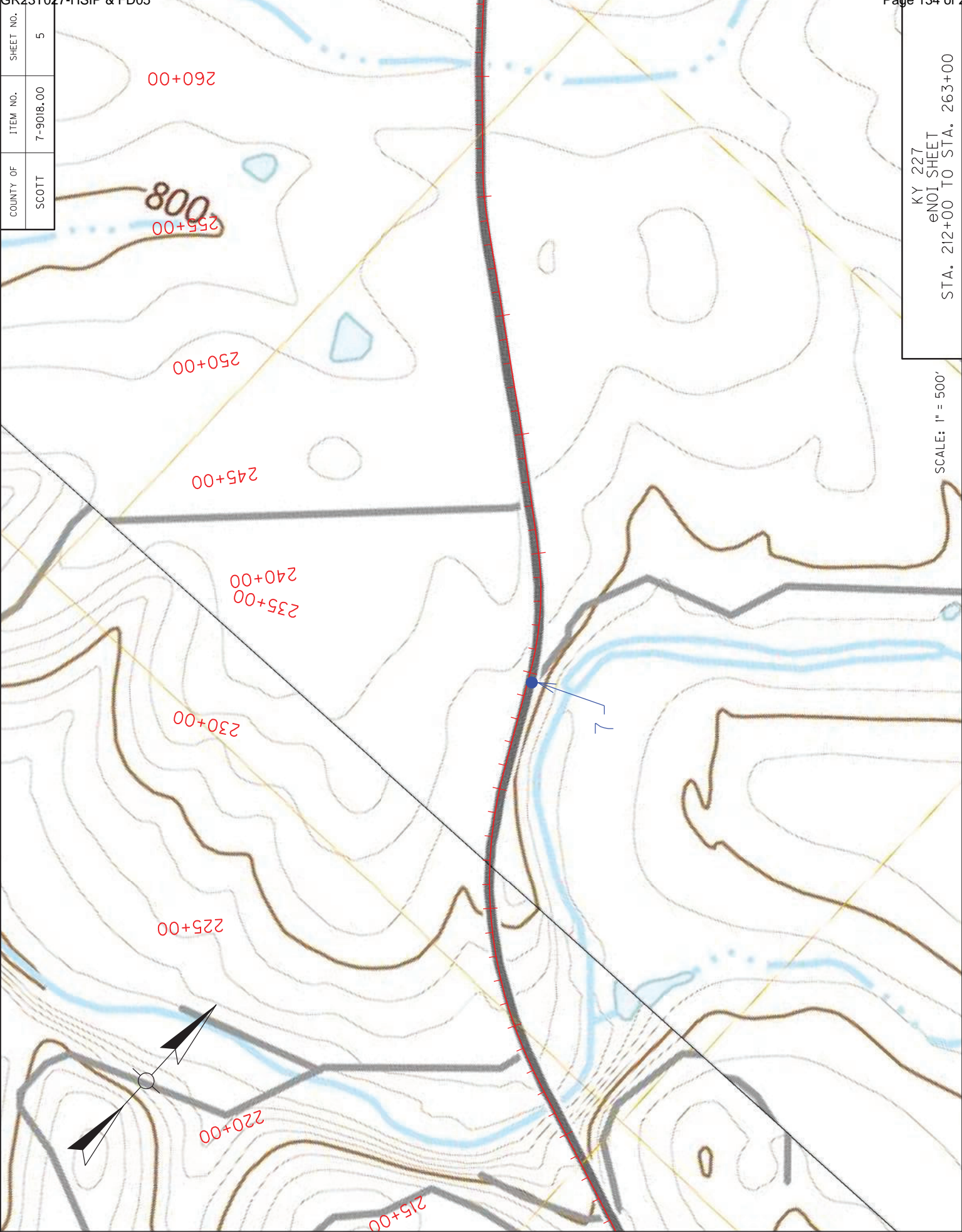
SCALE: 1" = 500'



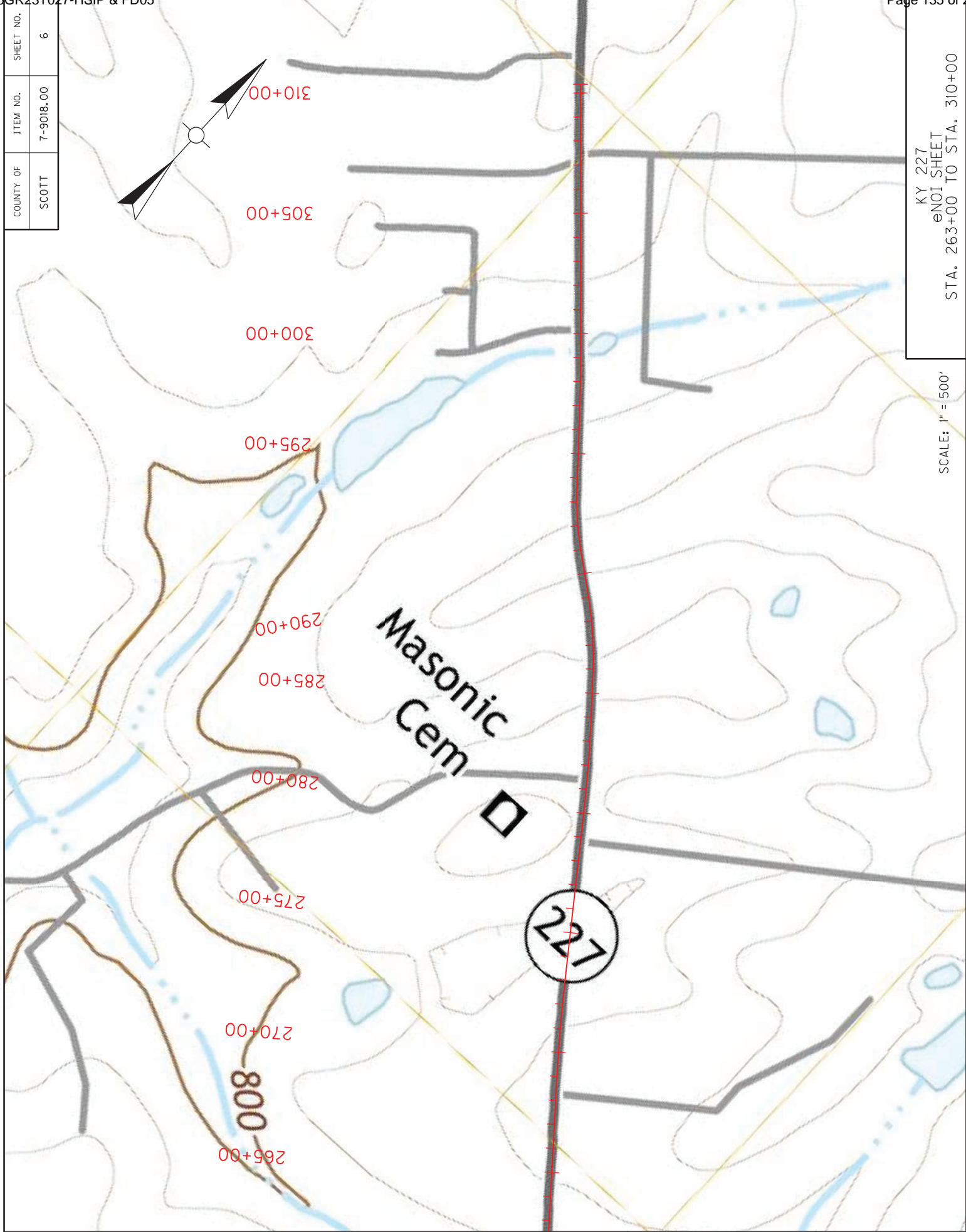
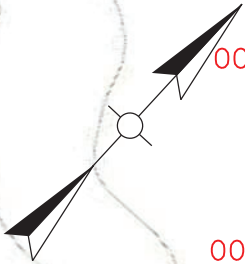
COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	5

KY 227  
eNOI SHEET  
STA. 212+00 TO STA. 263+00

SCALE: 1" = 500'



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	6



SCALE: 1" = 500'  
KY 227  
ENOT SHEET  
STA. 263+00 TO STA. 310+00



MATERIAL SUMMARY

CONTRACT ID: 234420

105GR23T027-HSIP & FD05

0710502272301

STAMPING GROUND ROAD (KY 227) FROM THE INTERSECTION WITH US 460 EXTENDING NORTH TO THE INTERSECTION WITH SEBREE ROAD GRADE & DRAIN WITH ASPHALT SURFACE, A DISTANCE OF 5.87 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0110	00001	DGA BASE	294.00	TON
0115	00020	TRAFFIC BOUND BASE	9.00	TON
0120	00078	CRUSHED AGGREGATE SIZE NO 2	36.00	TON
0125	00080	CRUSHED AGGREGATE SIZE NO 23	7.00	TON
0130	00100	ASPHALT SEAL AGGREGATE	13.50	TON
0135	00103	ASPHALT SEAL COAT	1.60	TON
0140	00190	LEVELING & WEDGING PG64-22	363.00	TON
0145	00221	CL2 ASPH BASE 0.75D PG64-22	15.00	TON
0150	00307	CL2 ASPH SURF 0.38B PG64-22 - REVISED 7-18-23	214.00	TON
0155	00356	ASPHALT MATERIAL FOR TACK	3.00	TON
0160	02676	MOBILIZATION FOR MILL & TEXT - (SCOTT KY 227 HSIP)	1.00	LS
0165	02677	ASPHALT PAVE MILLING & TEXTURING	63.00	TON
0170	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	41.00	EACH
0175	02159	TEMP DITCH	4,940.00	LF
0180	02200	ROADWAY EXCAVATION	46.00	CUYD
0185	02230	EMBANKMENT IN PLACE	1,019.00	CUYD
0190	02351	GUARDRAIL-STEEL W BEAM-S FACE	1,912.50	LF
0195	02360	GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH
0200	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	8.00	EACH
0205	02367	GUARDRAIL END TREATMENT TYPE 1	4.00	EACH
0210	02369	GUARDRAIL END TREATMENT TYPE 2A	2.00	EACH
0215	02381	REMOVE GUARDRAIL	2,028.00	LF
0220	02399	EXTRA LENGTH GUARDRAIL POST	40.00	EACH
0225	02483	CHANNEL LINING CLASS II	38.00	TON
0230	02562	TEMPORARY SIGNS	250.00	SQFT
0235	02603	FABRIC-GEOTEXTILE CLASS 2	177.00	SQYD
0240	02650	MAINTAIN & CONTROL TRAFFIC - (SCOTT KY 227 HSIP)	1.00	LS
0245	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0250	02697	EDGE LINE RUMBLE STRIPS	2,530.00	LF
0255	02701	TEMP SILT FENCE	2,470.00	LF
0260	02704	SILT TRAP TYPE B	5.00	EACH
0265	02705	SILT TRAP TYPE C	3.00	EACH
0270	02707	CLEAN SILT TRAP TYPE B	5.00	EACH
0275	02708	CLEAN SILT TRAP TYPE C	3.00	EACH
0280	02726	STAKING - (SCOTT KY 227 HSIP)	1.00	LS
0285	03236	CRIBBING	980.00	SQFT
0290	03269	TRIM & REMOVE TREES & BRUSH	1,350.00	LF
0295	05950	EROSION CONTROL BLANKET	1,100.00	SQYD
0300	05953	TEMP SEEDING AND PROTECTION	2,195.00	SQYD
0305	05963	INITIAL FERTILIZER	.20	TON
0310	05964	MAINTENANCE FERTILIZER	.30	TON
0315	05985	SEEDING AND PROTECTION	4,390.00	SQYD

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0320	05992	AGRICULTURAL LIMESTONE	2.80	TON
0325	06406	SBM ALUM SHEET SIGNS .080 IN	384.81	SQFT
0330	06407	SBM ALUM SHEET SIGNS .125 IN	42.12	SQFT
0335	06410	STEEL POST TYPE 1	718.00	LF
0340	06511	PAVE STRIPING-TEMP PAINT-6 IN	8,760.00	LF
0345	21373ND	REMOVE SIGN	50.00	EACH
0350	22664EN	WATER BLASTING EXISTING STRIPE	5,000.00	LF
0355	24631EC	BARCODE SIGN INVENTORY	93.00	EACH
0360	24995EC	PAVE STRIPING-SPRAY THERMO-6 IN W	4,380.00	LF
0365	24996EC	PAVE STRIPING-SPRAY THERMO-6 IN Y	4,380.00	LF
0370	00462	CULVERT PIPE-18 IN	31.00	LF
0375	01310	REMOVE PIPE	12.00	LF
0380	02403	REMOVE CONCRETE MASONRY	1.00	CUYD
0385	02625	REMOVE HEADWALL	3.00	EACH
0390	08003	FOUNDATION PREPARATION - (4'X3.25' RCBC)	1.00	LS
0395	08100	CONCRETE-CLASS A	12.70	CUYD
0400	08150	STEEL REINFORCEMENT	1,653.00	LB
0405	20465EC	CLEAN CULVERT - (4'x3.25' RCBC, STA 140+86)	1.00	LS
0410	26131ED	SLOPED AND MITERED HEADWALL-18 IN	3.00	EACH
0415	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 234420

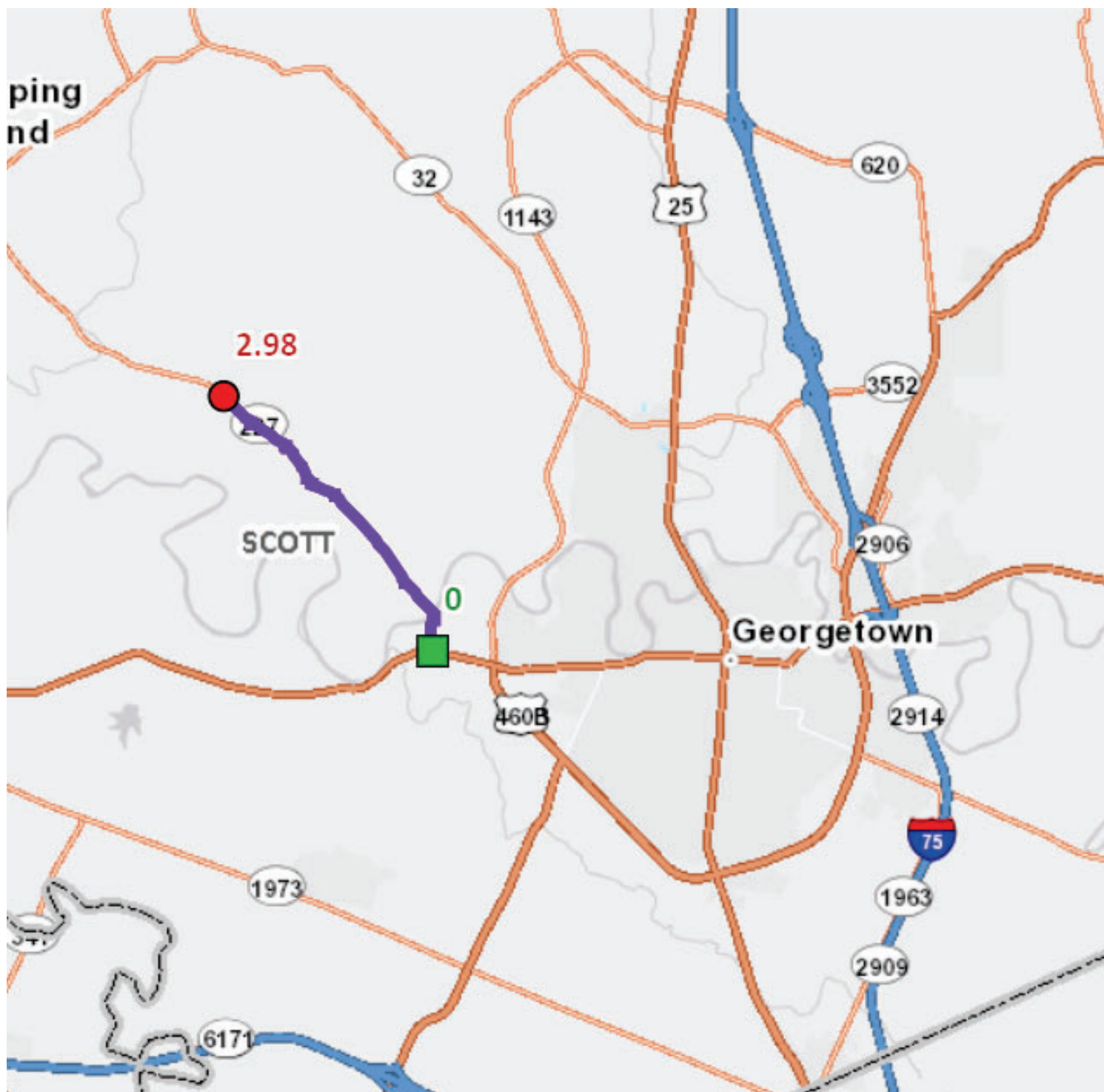
105GR23T027-HSIP & FD05

MP10502272301

STAMPING GROUND ROAD ( KY 227) FROM US 460 EXTENDING NORTH TO 1,070 FEET SOUTH OF DUVALL STATION ROAD ASPHALT RESURFACING, A DISTANCE OF 2.98 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE	400.00	TON
0010	00190	LEVELING & WEDGING PG64-22	242.00	TON
0015	00356	ASPHALT MATERIAL FOR TACK	23.00	TON
0020	02562	TEMPORARY SIGNS	250.00	SQFT
0025	02650	MAINTAIN & CONTROL TRAFFIC - (SCOTT KY 227 FD05)	1.00	LS
0030	02676	MOBILIZATION FOR MILL & TEXT - (SCOTT KY 227 FD05)	1.00	LS
0035	02677	ASPHALT PAVE MILLING & TEXTURING	85.00	TON
0040	02697	EDGE LINE RUMBLE STRIPS	25,170.00	LF
0045	06510	PAVE STRIPING-TEMP PAINT-4 IN	15,000.00	LF
0050	24995EC	PAVE STRIPING-SPRAY THERMO-6 IN W	31,500.00	LF
0055	24996EC	PAVE STRIPING-SPRAY THERMO-6 IN Y	31,500.00	LF
0060	06568	PAVE MARKING-THERMO STOP BAR-24IN	56.00	LF
0065	06569	PAVE MARKING-THERMO CROSS-HATCH	140.00	SQFT
0070	06574	PAVE MARKING-THERMO CURV ARROW	4.00	EACH
0075	10020NS	FUEL ADJUSTMENT	5,015.00	DOLL
0080	10030NS	ASPHALT ADJUSTMENT	12,597.00	DOLL
0085	24955ED	REMOVE SIGNAL EQUIPMENT	1.00	EACH
0090	26119EC	INSTALL RADAR PRESENCE DETECTOR TYPE A	4.00	EACH
0095	26120EC	INSTALL RADAR ADVANCE DETECTOR TYPE B	2.00	EACH
0100	00307	CL2 ASPH SURF 0.38B PG64-22 - REVISED 7-18-23	3,300.00	TON
0105	02569	DEMOBILIZATION	1.00	LS

FD05 105 0227 000 003



Total	85
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[illegible]



[illegible]

Radar Estimates









County	Fayette
Route	KY 227
Side Street	US 460
MP	7.055
Date	10/13/2022



US 460



- KEY
-  Steel Strain Pole
-  Wood Pole
-  Base Mounted Controller
-  6'x30' Loop
-  6'x6' Loop
-  Junction Box

Radar Estimates

Bid Item Code	Bid Item	Unit	EB Approach	WB Approach	NB Approach	SB Approach	Total
4830	Loop Wire	LF					0
4850	Cable No. 14/1 pair	LF					0
4895	Loop saw slot and fill	LF					0
4792	Conduit 1" (RS)	LF					0
24900EC	PVC Conduit (1 1/4") sch 80	LF					0
24901EC	PVC Conduit (2") sch 80	LF					0
4795	Conduit 2" (RS)	LF					0
4820	Trenching & Backfilling	LF					0
4821	Open cut	LF					0
21543EN	Bore & Jack Conduit	LF					0
4811	Junction Box Type B	Ea					0
24963ED	Loop Test	Ea					0
24955ED	Remove Signal Equipment	Ea					1
4960	Remove and replace sidewalk	SQYD					0
24119EC	Install Radar Presence Detector Type A	Ea	1	1	1	1	4
26120EC	Install Radar Advance Detector Type B	Ea	1	1	1		2

Comments:

NOTE:

1. Quantities are for estimating purposes only. The Contractor shall field measure and inspect.

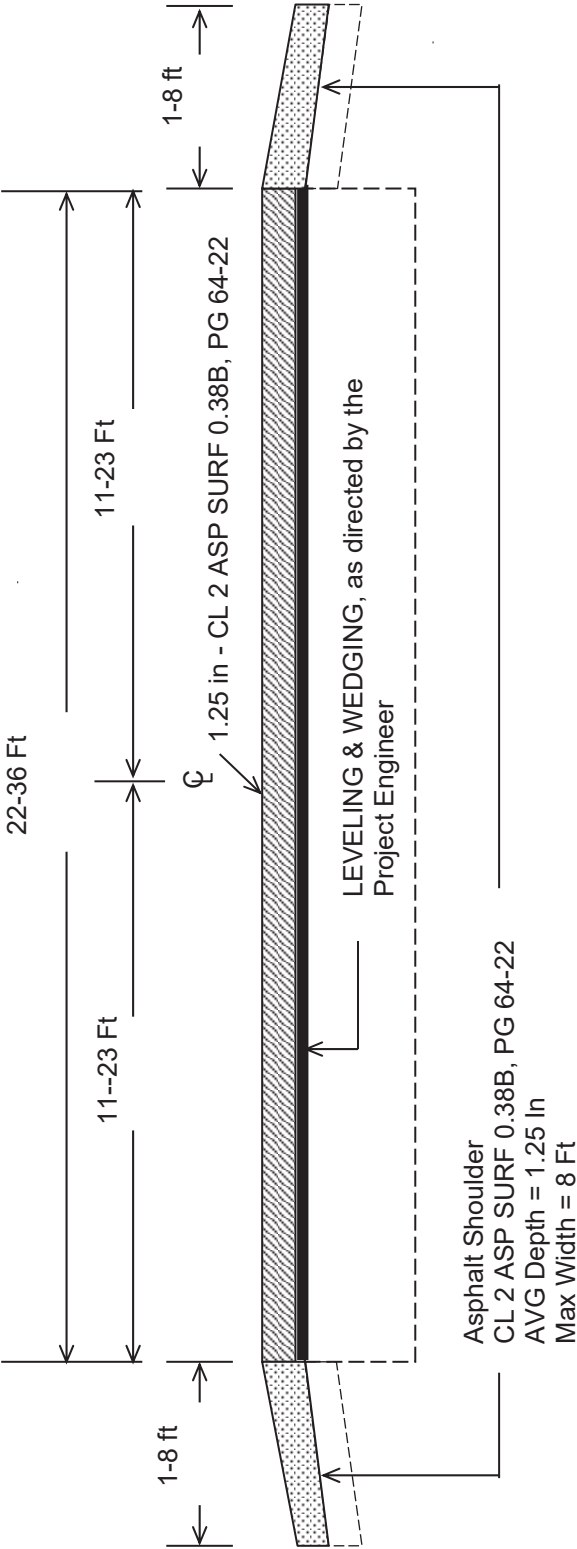
2. (2) - 1 1/4 inch conduits may be used in place of 2" conduit. Field verify conduit to match existing facilities/tie-in to poles/cabinets.

3. Only replace existing conduit if damaged.

4. Only replace damaged junction boxes

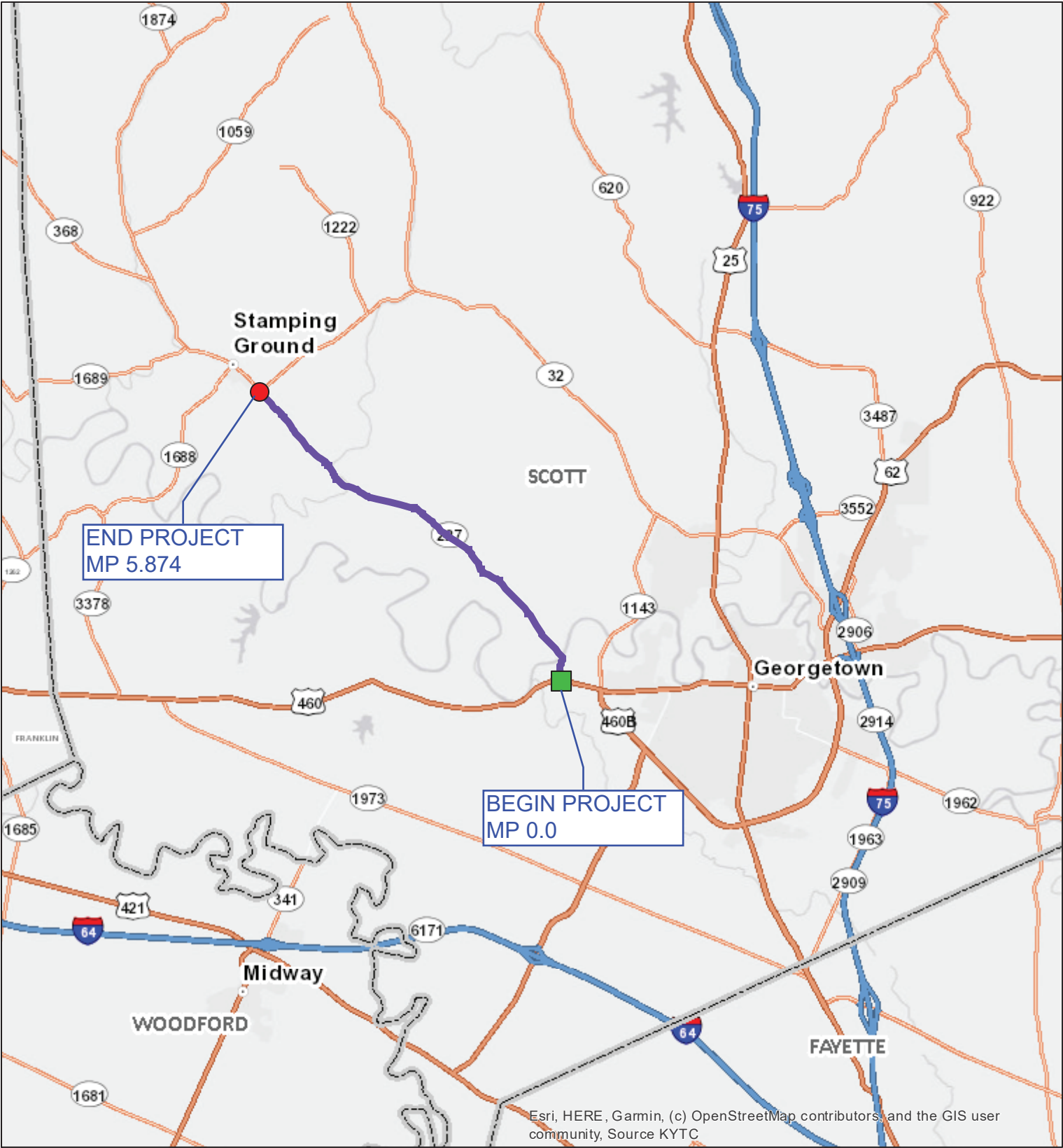
5. Provide as-builts to District 7 Traffic.

Scott COUNTY  
FD05 105 0227 000-003  
TYPICAL SECTION  
MILEPOINTS 0 to 2.98

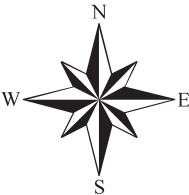


**\*Where Existing Site Conditions Permit**  
DGA Base to be placed where shoulder drop off  
is in excess of 3 inches, as directed by the  
Project Engineer

KY 227

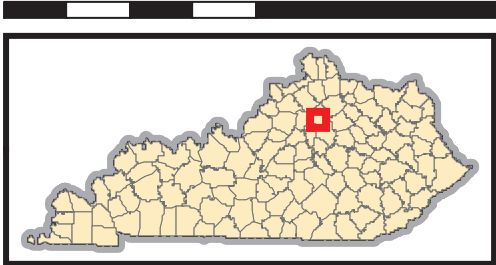




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**Legend**

City	Interstate
Kentucky	Parkway
County	US Highway
Ohio River Shoreline	State Road
DBNF Proclamation Bnd	



<div>   <div> Highway Safety Improvement Program <div> Item No: 7-9018.00  County: Scott  Route: KY 227 </div> </div> </div>			
GENERAL SUMMARY			
Item No.	Item	Unit	Quantity
00001	DGA Base	TON	294
00020	Traffic Bound Base	TON	9
00078	Crushed Aggregate No 2	TON	36
00080	Crushed Aggregate No 23	TON	7
00100	Asphalt Seal Aggregate	TON	13.5
00103	Asphalt Seal Coat	TON	1.6
00190	Level and Wedging PG 64-22	TON	363
00221	CL2 Asph Base 0.75D PG64-22	TON	15
00307	CL2 Asph Surf 0.38B PG64-22	TON	214
00356	Asphalt Material for Tack	TON	3.0
02677	Asphalt Pave Milling & Texturing	TON	63
01987	Delineator for Guardrail B/W	EA	41
02159	Temp Ditch	LF	4,940
02200	Roadway Excavation	CY	46
02230	Embankment in Place	CY	1,019
02351	Guardrail-Steel W Beam-S Face	LF	1,912.5
02360	Guardrail Terminal Section No. 1	EA	4
02363	Guardrail Connector to Bridge End TY A	EA	8
02367	Guardrail End Treatment Type 1	EA	4
02369	Guardrail End Treatment Type 2A	EA	2
02381	Remove Guardrail	LF	2,028
02399	Extra Length Guardrail Post	EA	40
02483	Channel Lining Class II	TON	38
02562	Temporary Signs	SQFT	250
02603	Fabric-Geotextile Class 2	SQYD	177
02650	Maintain and Control Traffic	LS	1
02671	Portable Changeable Message Signs	EA	2
02697	Edgeline Rumble Strips	LF	2,530
02701	Silt Fence	LF	2,470
02704	Silt Trap Type B	EA	5
02705	Silt Trap Type C	EA	3
02707	Clean Silt Trap Type B	EA	5
02708	Clean Silt Trap Type C	EA	3
02726	Staking	LS	1
03236	Cribbing	SQFT	980
03269	Trim & Remove Trees & Brush	LF	1,350
05950	Erosion Control Blanket	SY	1,100
05953	Temp Seeding and Protection	SY	2,195
05963	Initial Fertilizer	TON	0.2
05964	Maintenance Fertilizer	TON	0.3
05985	Seeding and Protection	SY	4,390
05992	Agricultural Limestone	TON	2.8
06406	SMB Alum Sheet Signs .080 IN	SF	384.81
06407	SMB Alum Sheet Signs .125 IN	SF	42.12
06410	Steel Post Type 1	LF	718



<div><div></div><div>Highway Safety Improvement Program</div><div>Item No: 7-9018.00 County: Scott Route: KY 227</div></div>			
GENERAL SUMMARY			
06511	Pave Striping-Temp Paint-6 IN	LF	8,760
21373ND	Remove Signs	EA	50
22664EN	Water Blasting Existing Stripe	LF	5,000
24995EC	Pave Striping - Spray Thermo - 6 IN W	LF	4,380
24996EC	Pave Striping - Spray Thermo - 6 IN Y	LF	4,380
24631EC	Barcode Sign Inventory	EA	93
00462	Culvert Pipe - 18 IN	LF	31
01310	Remove Pipe	LF	12
02403	Remove Concrete Masonry	CY	1
02625	Remove Headwall	EA	3
20465EC	Clean Culvert (4'x3.25' RCBC, STA. 140+86)	LS	1
08003	Foundation Preparation (4'x3.25' RCBC)	LS	1
08100	Concrete - Class A	CY	12.7
08150	Steel Reinforcement	LBS	1,653
26131ED	Sloped & Mitered Headwall - 18 Inch Pipe	EA	3
2569	Demobilization	LS	1

\* Note: All quantities shown on this summary are HSIP funded.

Guardrail Summary										Scott County										Route: KY 227									
Notes: Begin/End Milepoints are estimated to include the entire length of the Rail AND the End Treatments. The Engineer may adjust the proposed guardrail termini to ensure proper installation of the guardrail system.																													
Proposed Guardrail to be Constructed															Existing Guardrail to be Removed														
Side of Road	Proposed BEGINNING Treatment	Approx. BEGIN Station	Approx. BEGIN Milepoint	Approx. END Station	Approx. END Milepoint	Proposed ENDING Treatment	Proposed Length (LF)	Number of Radius Rail	Remarks	Side of Road	Approx. BEGIN Station	Approx. BEGIN Milepoint	Approx. END Station	Approx. END Milepoint	Existing Length (LF)														
LT	Type 2A	14+60	0.277	17+08	0.323	Connector Type A	225.00			LT	14+72	0.279	17+08	0.323	215.00														
LT	Connector Type A	18+60	0.352	19+10	0.362	Terminal Section 1	75.00			LT	18+60	0.352	19+10	0.362	70.00														
LT	Type 1	213+76	4.048	215+74	4.086	Connector Type A	150.00			LT	213+84	4.050	215+74	4.086	190.00														
LT	Connector Type A	216+75	4.105	218+00	4.129	Type 2A	125.00			LT	216+75	4.105	217+89	4.127	113.00														
RT	Terminal Section 1	15+89	0.301	17+08	0.323	Connector Type A	200.00			RT	15+89	0.301	17+08	0.323	192.00														
RT	Connector Type A	18+60	0.352	19+63	0.372	Terminal Section 1	112.50			RT	18+60	0.352	19+59	0.371	103.00														
RT	Type 1	213+76	4.048	215+74	4.086	Connector Type A	150.00			RT	213+87	4.051	215+74	4.086	188.00														
RT	Connector Type A	216+75	4.105	219+00	4.148	Type 1	175.00			RT	216+75	4.105	218+90	4.146	216.00														
RT	Type 1	230+25	4.361	237+70	4.502	Terminal Section 1	700.00		Replace Cribbing, Asphalt Shoulder Repair - See Summary for quantities	RT	230+37	4.363	237+70	4.502	741.00														

Summary of Items									
Guardrail-Steel W Beam-S Face		1,912.50	LF	Delineator for Guardrail B/W		41	EACH		
Remove Guardrail		2,028.00	LF	GR Connector to Bridge End Type A		8	EACH		
End Treatment Type 1		4	EACH	DGA		294	TONS		
End Treatment Type 2A		2	EACH	Asphalt Seal Coat		1.64	TONS		
End Treatment Type 3		0	EACH	Asphalt Seal Aggregate		13.45	TONS		
End Treatment Type 4A		0	EACH						
End Treatment Type 7		0	EACH						
Terminal Section No. 1		4	EACH						
Guardrail-Steel W Beam-S Face A		0	LF						







<div><div></div><div></div><div>Highway Safety Improvement Program</div></div> <div><div>Item No: 7-9018.00</div><div>County: Scott</div><div>Route: KY 227</div></div>											
PAVEMENT OVERLAY SUMMARY											
Begin		End		Width (LF)	Depth (IN)	Length (LF)	Asphalt Surface (TONS)	Asphalt Material for Tack (TONS)	Edge Key (LF) *	Asphalt Pave Milling & Texturing (TON)	Comments
Mile Point	Station	Mile Point	Station								
2.98	157+35	3.04	160+50	22	1.25	315	53	0.3	22.0	21.0	Breaks for Duvall Station
3.23	170+50	3.33	175+75	22	1.25	525	89	0.5	22.0	21.0	Ends at MP 3.4 Improvement

Summary		
Item No.	Units	Total
307	TON	142
356	TON	0.9
2677	TON	42
2697	LF	1680



\* Note: Edge Keys will be at the ends where resurfacing starts or stops.

\*\* Note: FD05 funding to pay for asphalt surface, asphalt material for tack, and rumble strips in locations of resurfacing project from MP 0 - 2.98 (STA. 0+00 - 157+35). The locations shown on this summary are HSIP funded.

<div><div></div><div>Highway Safety Improvement Program</div><div>Item No: 7-9018.00 County: Scott Route: KY 227</div></div>									
SUPERELEVATION IMPROVEMENT SUMMARY									
Begin			End		Length (LF)	Width of Section (LF)	Existing Superelevation (%)		Proposed Superelevation (%)
Curve Number	Mile Point	Station	Mile Point	Station			NB	SB	
3	0.65	34+55	0.74	38+95	440	22	0.2	0.3	2.0
4	1.01	53+24	1.10	58+30	506	22	0.7	1.1	2.0
9	2.57	135+91	2.66	140+31	440	22	0.3	0.2	2.0
--	3.33	175+75	3.39	179+25	350	22	0.4	0.9	NC
CURVE 3 - QUANTITIES									
Item No.		Item				Unit	FD05 Total	HSIP Total	
020		Traffic Bound Base				TON		0	
190		Leveling & Wedging PG64-22				TON		104	
307		CL2 Asphalt Surface 0.38B PG64-22 *				TON	74		
356		Asphalt Material for Tack *				TON	0.5	0.5	
2697		Edgeline Rumble Strips *				LF	880		
CURVE 4 - QUANTITIES									
Item No.		Item				Unit	FD05 Total	HSIP Total	
020		Traffic Bound Base				TON		5	
190		Leveling & Wedging PG64-22				TON		75	
307		CL2 Asphalt Surface 0.38B PG64-22 *				TON	86		
356		Asphalt Material for Tack *				TON	0.5	0.5	
2697		Edgeline Rumble Strips *				LF	1,012		
CURVE 9 - QUANTITIES									
Item No.		Item				Unit	FD05 Total	HSIP Total	
020		Traffic Bound Base				TON		4	
190		Leveling & Wedging PG64-22				TON		114	
307		CL2 Asphalt Surface 0.38B PG64-22 *				TON	74		
356		Asphalt Material for Tack *				TON	0.5	0.5	
2697		Edgeline Rumble Strips *				LF	880		



<div><div></div><div>Highway Safety Improvement Program</div><div>Item No: 7-9018.00 County: Scott Route: KY 227</div></div>				
SUPERELEVATION IMPROVEMENT SUMMARY				
MP 3.4 - QUANTITIES				
Item No.	Item	Unit	FD05 Total	HSIP Total
020	Traffic Bound Base	TON		0
190	Leveling & Wedging PG64-22	TON		66
307	CL2 Asphalt Surface 0.38B PG64-22 *	TON		59
356	Asphalt Material for Tack	TON		0.7
2697	Edgeline Rumble Strips	LF		700
2677	Asphalt Pave Milling & Texturing	TON		21
TOTALS SUMMARY				
Item No.	Item	Unit	FD05 Total	HSIP Total
020	Traffic Bound Base	TON	0	9
190	Leveling & Wedging PG64-22	TON	0	359
307	CL2 Asphalt Surface 0.38B PG64-22 *	TON	234	59
356	Asphalt Material for Tack *	TON	1.4	2.1
2697	Edgeline Rumble Strips *	LF	2,772	700
2677	Asphalt Pave Milling & Texturing	TON	0	21

\* Note: FD05 funding to pay for asphalt surface, top layer of asphalt material for tack, and rumble strips in locations of resurfacing project (Curves 3, 4, & 9). HSIP to pay for MP 3.4 and the bottom layer of asphalt material for tack on Curves 3, 4, & 9. Quantities paid for using FD05 funding are not shown on general summary or cost estimate (only shown here as reference).

<div><div></div><div></div><div>Highway Safety Improvement Program</div></div> <div><div>Item No: 7-9018.00</div><div>County: Scott</div><div>Route: KY 227</div></div>									
PAVEMENT MARKINGS SUMMARY									
Begin		End		Side	Length (LF)	PAVEMENT MARKING	Comments		
Mile Point	Station	Mile Point	Station						
2.98	157+35	3.39	179+25	Left	2190	Pave Striping - Spray Thermo - 6 IN W	Match Existing		
2.98	157+35	3.39	179+25	Right	2190	Pave Striping - Spray Thermo - 6 IN W	Match Existing		
2.98	157+35	3.39	179+25	Center	4380	Pave Striping - Spray Thermo - 6 IN Y	Match Existing		
3.04	160+50	3.23	170+50	Left	1000	Water Blasting Existing Stripe	Match Existing		
3.04	160+50	3.23	170+50	Right	2000	Water Blasting Existing Stripe	Match Existing		
3.04	160+50	3.23	170+50	Center	2000	Water Blasting Existing Stripe	Match Existing		

Summary		Totals
Item No.		
24995EC	Pave Striping - Spray Thermo - 6 IN W	4,380 LF
24996EC	Pave Striping - Spray Thermo - 6 IN Y	4,380 LF
06511	Pave Striping-Temp Paint-6 IN	8,760 LF
22664EN	Water Blasting Existing Stripe	5,000 LF

\* Note: FD05 funding to pay for striping from MP 0 - 2.98 (STA. 0+00 - 157+35). The locations shown on this summary are HSIP funded.



Highway Safety Improvement Program  
Item No: 7-9018.00  
County: Scott  
Route: KY 227

Culvert Pipe Extensions Summary							
	Culvert Pipe 18 IN		Sloped & Mitered Headwall - 18 IN	Class II Channel Lining	Remove Pipe	Remove Headwall	CL2 Asph Base 0.75D PG64-22
Unit	LF		EA	TON	LF	EA	TON
Item No.	462		26131ED	2483	1310	2625	221
Station	Lt.	Rt.					
38+29		11	1	1	4	1	
38+83	10	10	2	2	8	2	1
TOTALS	31		3	3	12	3	1

Note: See [Special Note for Pipe Replacement/Extensions](#) for additional information.  
See Culvert Pipe Replacement Detail for extension under the roadway

Box Culvert Extensions Summary							
		Class II Channel Lining	Clean Culvert	Foundation Preparation	Concrete - Class A	Remove Concrete Masonry	Steel Reinforcement
Unit		TONS	LS	LS	CY	CY	LBS
Item No.		2483	20465EC	8003	8100	2403	8150
Station							
140+86	Ex. 4' x 3.25' Box Culvert	3	1	1	12.7	1.0	1653
		3	1	1	12.7	1	1653

Shoulder and Ditch Construction Summary

Scott County

Route: KY 227

Notes:																			
** The "Figure References" noted below refer to the Figure number within the Shoulder and Ditch Construction and Embankment Benching Detail Sheet that is the closest representation of the intended Shoulder and Ditch Construction.																			
** Payment will be made based on Cubic Yards of Embankment in Place and Cubic Yards of Roadway Excavation. The Department gives no guarantee to the accuracy of the estimated volumes. Final details of Shoulder/Ditch Construction should be coordinated with the Engineer. All other details are for informational purposes only.																			
*** These are approximate volumes. The Department gives no guarantee to the accuracy of the estimated benching volumes, as this will depend on the size of the benches constructed by the contractor (see ② on the Shoulder and Ditch Construction and Embankment Benching Detail Sheet). Payment will be made based on Cubic Yards and paid under the bid item Embankment in Place.																			
Side of Road	LOCATION				Length (LF)	Estimated Excavation Volume** (CU YD)	Estimated Embankment Volume** (CU YD)	Roadside Regrading Detail Sheet Figure Ref.*	Estimated Benching Volume *** (CU YD)	Target Fill Slope or Ditch Foreslope	Target Ditch Backslope	Include DGA Wedge? (Yes/No)	DGA (TONS)	Asphalt Seal Coat (TON)	Asphalt Seal Aggregate (TON)	Channel Line Ditch, Fill Slope or Cut Slope? (Yes/No)	Channel Lining Class II (TONS)	Geotex. Fabric Class 1 (SQ YD)	Remarks
	Approx. BEGIN Milepoint	Approx. END Milepoint	Station	Approx. END Milepoint															
LT	34+55	0.654	37+00	0.701	245	0	28	Figure 3	34	3 : 1		No							For Superelevation Improvement
LT	37+00	0.701	38+95	0.738	195	0	23	Figure 3	31	2 : 1		No							For Superelevation Improvement
LT	53+24	1.008	56+00	1.061	276	15	6	Figure 8	6	3 : 1	2 : 1	No							For Superelevation Improvement
LT	56+00	1.061	58+30	1.104	230	13	9	Figure 2	10	3 : 1		No							For Superelevation Improvement
LT	77+55	1.469	78+75	1.491	120	0	8	Figure 2	5	4 : 1		No							For Superelevation Improvement
LT	135+91	2.574	138+80	2.629	289	0	37	Figure 2	20	4 : 1		No							For Superelevation Improvement
LT	138+80	2.629	141+05	2.671	225	0	91	Figure 3	53	3 : 1		No							
LT	147+20	2.788	149+60	2.833	240	0	17	Figure 2	15	4 : 1		No							
LT	151+10	2.862	152+00	2.879	90	0	12	Figure 2	24	3 : 1		No							
LT	155+95	2.954	158+00	2.992	205	0	24	Figure 2	20	4 : 1		No							
LT	175+75	3.329	179+25	3.395	350	0	67	Figure 3	78	3 : 1		No							For Superelevation Improvement
LT	182+20	3.451	183+70	3.479	150	2	5	Figure 8	8	3 : 1	2 : 1	No							
LT	185+45	3.512	187+00	3.542	155	0	10	Figure 8	18	3 : 1	2 : 1	No							
LT	189+85	3.596	191+00	3.617	115	0	27	Figure 2	26	3 : 1		No							
RT	34+55	0.654	38+95	0.738	440	0	8	Figure 2	34	4 : 1		No							For Superelevation Improvement
RT	43+70	0.828	46+10	0.873	240	14	28	Figure 10	26	3 : 1	1.5 : 1	No				Yes - Cut Slope	32		For Superelevation Improvement
RT	53+24	1.008	56+00	1.061	276	0	17	Figure 2	14	3 : 1		No							For Superelevation Improvement
RT	56+00	1.061	58+30	1.104	230	2	23	Figure 8	12	3 : 1	2 : 1	No							For Superelevation Improvement
RT	135+91	2.574	140+15	2.654	424	0	19	Figure 2	37	3 : 1		No							For Superelevation Improvement
RT	140+15	2.654	141+05	2.671	90	0	23	Figure 2	11	4 : 1		No							For Superelevation Improvement
RT	175+75	3.329	179+25	3.395	350	0	19	Figure 2	35	3 : 1		No							For Superelevation Improvement

Summary of Items									
Shoulder/Ditch Construction	4,935	LF			Asphalt Seal Coat		0	TONS	
	0	TONS			Asphalt Seal Aggregate		0	TONS	
	46	CU YD			Embankment in Place		1,019	CU YD	
Roadway Excavation					Channel Lining Class II		32	TONS	
					Geotextile Fabric Type IV		0	SQ YD	



Highway Safety Improvement Program

Item No: 7-9018.00  
County: Scott  
Route: KY 227

CRIBBING SUMMARY

Side of Road	Approx. BEGIN Station	Approx. BEGIN Milepoint	Approx. END Station	Approx. END Milepoint	Length (ft)
RT	232+65	4.406	235+10	4.453	245

Item Number	Description	Quantity	Unit
78	Crushed Aggregate No. 2	36	TONS
2399	Extra Length Guardrail Post	40	EACH
2603	Geotextile Fabric Class 2	177	SQYD
3236	Cribbing	980	SQFT

SHOULDER FAILURE REPAIR SUMMARY

Side of Road	Approx. BEGIN Station	Approx. BEGIN Milepoint	Approx. END Station	Approx. END Milepoint	Length (ft)
RT	232+75	4.408	234+25	4.437	150

\*Note: The NB lane will be resurfaced with the shoulder failure in this location.

Item Number	Description	Quantity	Unit
80	Crushed Aggregate No. 23	7	TON
190	Leveling and Wedging PG64-22	4	TON
221	CL2 Asphalt Base 0.75D PG64-22	14	TON
307	CL2 Asphalt Surf 0.38B PG64-22	13	TON
2697	Edgeline Rumble Strips	150	LF

Page 1 of 3



SIGN LOCATION																			TOTAL	
Assembly ID	Side of Road	Approx Offset (ft)	Approx Station	Facing Traffic Traveling	MUTCD Code	Sign Description	Sign Text / Remarks	Sign Dimensions (in x in)	SHEETING			SBM Alum Sheet Signs 0.080 IN (SQ.FT)	SBM Alum Sheet Signs 0.125 IN (SQ.FT)	Installation Type	Bracing Req'd	# of Sign Posts	Estimated Length of 2'-1/2" Post (ft)	2-1/4" Stiffener Req'd (includ to post)	Estimated Sign Post Length (LF)	Barcode Sign Inv. (EACH)
									Text/ Symbol Color	Background Color	Sheeting Type									
S-27	LT	19	66+31	NB	W14-3	No Passing Zone		48 x 48 x 36	Black	Yellow	XI	5.56		Std w/ Soil Plate		2	11		23	1
S-28	RT	15	83+81	NB	W1-2L W13-1P	Left Curve XX MPH (Advisory Speed)	50	30 x 30 18 x 18	Black Black	FL Yellow FL Yellow	XI XI	6.25 2.25		Std w/ Soil Plate		1	13		13	2
S-29	RT	17	85+93	SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	12		12	1
S-30	RT	21	87+10	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	12		12	2
S-31	RT	19	88+28	SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	12		12	2
S-32	RT	18	89+39	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	12		12	1
S-33	LT	18	91+39	SB	W1-2R	Right Curve		30 x 30	Black	FL Yellow	XI	6.25		Std w/ Soil Plate		1	15		15	2
S-34	RT	15	94+82	NB	W1-2R W13-1P	Right Curve XX MPH (Advisory Speed)	40	30 x 30 18 x 18	Black Black	FL Yellow FL Yellow	XI XI	6.25 2.25		Std w/ Soil Plate		1	14		14	2
S-35	LT	15	94+82	NB	W1-2R W13-1P	Right Curve XX MPH (Advisory Speed)	40	30 x 30 18 x 18	Black Black	FL Yellow FL Yellow	XI XI	6.25 2.25		Std w/ Soil Plate		1	14		14	2
S-36	LT	19	99+28	NB	W1-6R	Right One-Direction Lrg Arrow		48 x 24	Black	FL Yellow	XI	8.00		Std w/ Soil Plate		2	14		28	2
S-37	LT	19	100+48	SB	W1-8L W1-8R W1-6L	Left Chevron Right Chevron Left One-Direction Lrg Arrow		18 x 24 18 x 24 48 x 24	Black Black Black	FL Yellow FL Yellow FL Yellow	XI XI XI	3.00 3.00 8.00		Std w/ Soil Plate		2	14		28	2
S-38	LT	18	101+67	SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	14		14	2
S-39	LT	17	104+59	SB	W1-2L	Left Curve		30 x 30	Black	FL Yellow	XI	6.25		Std w/ Soil Plate		1	15		15	2
S-40	RT	15	104+72	NB	D10-1	Mile Marker (1 digit)	2	10 x 18	White	Green	XI	1.25		Std w/ Soil Plate		1	10		10	2
S-41	RT	39	117+23	WB	R1-1	Stop		36 x 36	White	Red	XI	9.00		Std w/ Soil Plate		1	11		11	
S-42	RT	46	138+59	WB	R1-1	Stop		36 x 36	White	Red	XI	9.00		Std w/ Soil Plate		1	10		10	
S-43	RT	15	157+16	SB	D10-1	Mile Marker (1 digit)	3	10 x 18	White	Green	XI	1.25		Std w/ Soil Plate		1	10		10	2
S-44	RT	30	166+98	WB	R1-1	Stop		36 x 36	White	Red	XI	9.00		Std w/ Soil Plate		1	11		11	
S-45	LT	38	184+87	EB	R1-1	Stop		36 x 36	White	Red	XI	9.00		Std w/ Soil Plate		1	11		11	
S-46	RT	16	196+68	NB	W1-2R W13-1P	Right Curve XX MPH (Advisory Speed)	50	30 x 30 18 x 18	Black Black	FL Yellow FL Yellow	XI XI	6.25 2.25		Std w/ Soil Plate		1	14		14	2
S-47	LT	16	198+69	SB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	10		10	2
S-48	LT	17	199+43	NB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	10		10	2
S-49	LT	16	200+32	SB	W1-8R	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	10		10	2
S-50	LT	15	201+07	SB	W1-8L	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	10		10	2
S-51	LT	18	203+37	SB	W1-2L	Left Curve		30 x 30	Black	FL Yellow	XI	6.25		Std w/ Soil Plate		1	14		14	2
S-52	RT	15	209+48	NB	W13-1P	XX MPH (Advisory Speed)	45	18 x 18	Black	FL Yellow	XI	2.25		Std w/ Soil Plate		1	10		10	2
S-53	LT	16	241+94	SB	D10-1	Mile Marker (1 digit)	4	10 x 18	White	Green	XI	1.25		Std w/ Soil Plate		1	12		12	1
S-54	RT	15	261+88	NB	W1-2R	Right Curve		30 x 30	Black	FL Yellow	XI	6.25		Std w/ Soil Plate		1	10		10	2
S-55	RT	15	277+97	NB	D10-1	Mile Marker (1 digit)	5	10 x 18	White	Green	XI	1.25		Std w/ Soil Plate		1	10		10	2
S-56	LT	32	300+15	EB	W2-2L	Side Road Left	White Oak Rd	30 x 30	Black	Yellow	XI	6.25		Std w/ Soil Plate		1	12		12	2
S-57	RT	18	303+85	NB	W16-8P	Advance Street Name (1-line)		36 x 9	Black	Yellow	XI	2.25		Std w/ Soil Plate		1	10		10	
S-58	RT	18	303+85	NB	R1-1	Stop		36 x 36	White	Red	XI	9.00		Std w/ Soil Plate		1	10		10	1

Sign Summary										Scott County			Route KY 227													
SIGN LOCATION					Facing Traffic Traveling	MUTCD Code	Sign Description	Sign Text / Remarks	Sign Dimensions (in x in)	SHEETING		SBM Alum Sheet Signs 0.080 IN (SQ FT)	SBM Alum Sheet Signs 0.125 IN (SQ FT)	Installation Type	Bracing Req'd	# of Sign Posts	Estimated Length of 2" Post (ft)	Estimated Length of 2-1/2" Post (ft)	2-1/4" Stiffener Req'd (includ to post)	TOTAL Sign Post Length (LF)	Barcode Sign Inv. (EACH)					
Assembly ID	Side of Road	Approx Offset (ft)	Approx Station	Approx. Mile Point						Text/Symbol Color	Background Color											Sheeting Type				
Summary of Items										Summary of Items																
										Steel Post - Type 1												718 LF				
										GMSS Type D												0 EACH				
										GMSS Type D (Surface Mount)												0 EACH				
										Class A Concrete for Signs												0 CU YD				
										Remove Sign												50 EACH				
Summary of Items										Summary of Items																
										SBM Alum Sheet Signs 0.080 INCH												384.81 SQ FT				
										SBM Alum Sheet Signs 0.125 INCH												42.12 SQ FT				
										Barcode Sign Inventory												93 EACH				
										Remove & Relocate Sheet Signs												0 EACH				
										Remove & Relocate Sign Assemblies												0 EACH				

See Signing plans for Remove Sign locations

Trim and Remove Trees and Brush Summary

Scott County

Route

KY 227

* The intent of the Remarks column is to provide the contractor with the an approximate level of effort for each location. Refer to the Staking Note and Special Note for Tree Stump and Brush Removal for further details about Notes: expected level of effort, particularly Part B of the Construction Methods which describes when complete removal of trees are required.												
** Approximate Horizontal Offset Dimension for Tree Clearing- Actual Dimension shall be determined in the field by the Engineer at the time of construction. Refer to the Staking Note.												
LOCATION					"X" Dimension**	03269 - TRIM & REMOVE TREES & BRUSH - LF *					24894EC REMOVE STUMP EACH	Remarks *
Side of Road	Approx. BEGIN Station	Approx. BEGIN Milepoint	Approx. END Station	Approx. END Milepoint		Length (LF)	Case 1 * Tree Trimming without Undergrowth Removal	Case 1B * Tree Trimming with Undergrowth Removal	Case 2 * Tree Trimming and/or Tree Removal without Undergrowth Removal	Case 2B * Tree Trimming and/or Tree Removal with Undergrowth Removal		
LT	209+75	3.973	216+00	4.091	625	5				X		Location contains approximately 20-25 trees with diameters varying between 12 to 24"
RT	210+00	3.977	215+00	4.072	500	5		X				
RT	216+75	4.105	219+00	4.148	225	5	X					

Total Estimated Quantity of 3269 TRIM & REMOVE TREES & BRUSH	1,350	LF
Total Estimated Quantity of 24894EC REMOVE STUMP	0	EACH

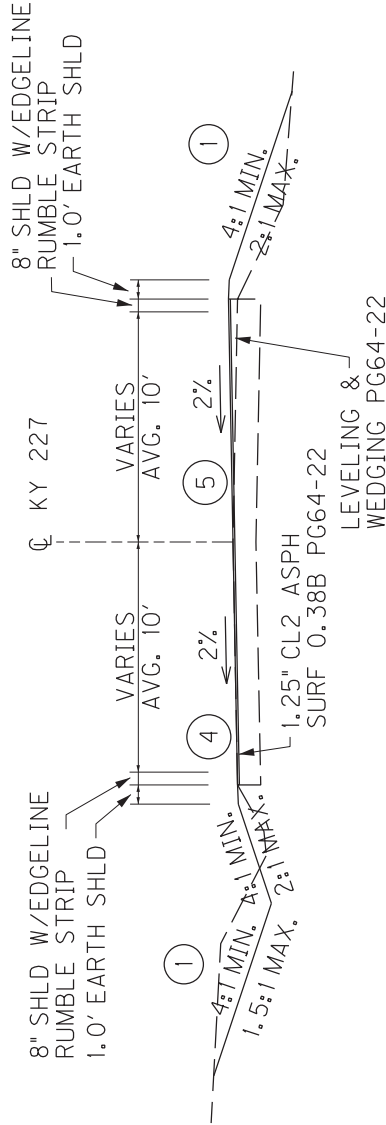


Item No:	7-9018.00
County:	Scott
Route:	KY 227

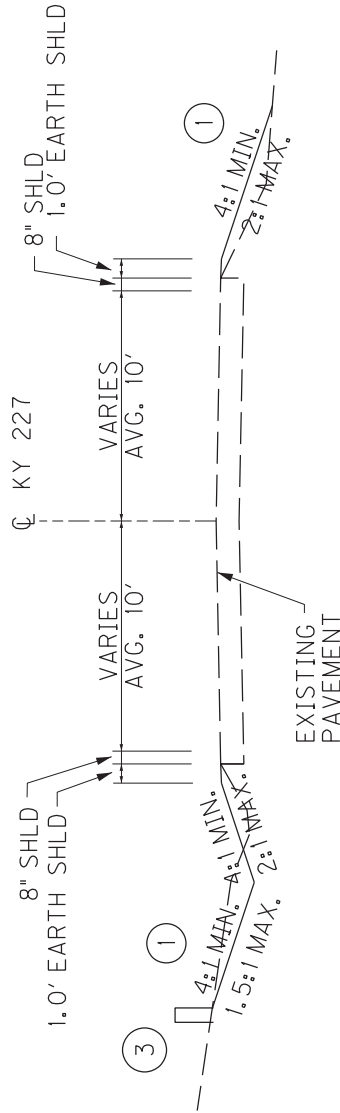
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COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	

TYPICAL SECTIONS



SUPERELEVATION IMPROVEMENT



\* R/W VARIES  
TYP. 40'-50'

- 1

SEE CROSS SECTIONS FOR SLOPES OUTSIDE THE LIMITS OF THE SHOULDER
- 2

SEE SHOULDER AND DITCH CONSTRUCTION AND EMBANKMENT DETAIL SHEET FOR FURTHER INFORMATION
- 3

SLOPES SHOULD AVOID DISTURBING THE EXISTING ROCK WALL
- 4

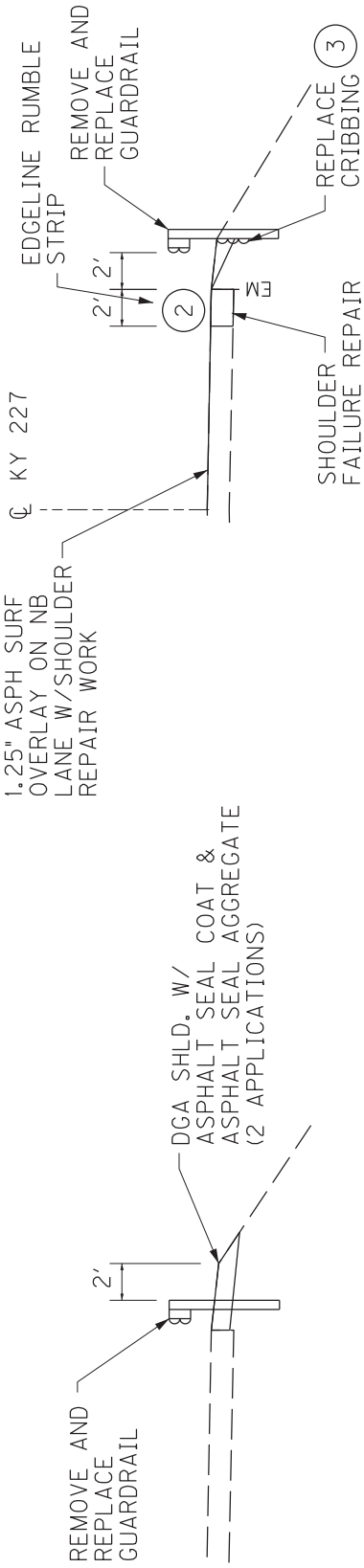
FOR SUPERELEVATION IMPROVEMENT HOLD LOW SIDE OF CURVE TO CONSTRUCT NEW SUPERELEVATION
- 5

FD05 FUNDING TO PAY FOR: ASPHALT SURFACE, TOP LAYER OF ASPHALT TACK, RUMBLE STRIPS, AND STRIPING.  
HSIP FUNDING TO PAY FOR LEVELING & WEDGING AND BOTTOM LAYER OF ASPHALT TACK.

TYPICAL SECTION SHEET

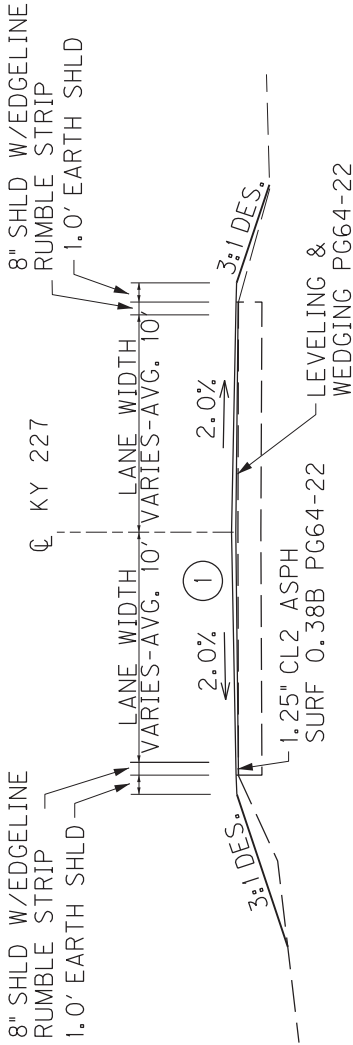
TYPICAL SECTIONS

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	



GUARDRAIL REPLACEMENT

GUARDRAIL & CRIBBING REPLACEMENT  
W/SHOULDER FAILURE REPAIR



1 BUILD UP NEW SURFACE CROSS SLOPE TO NORMAL CROWN TO PROVIDE DRAINAGE OF PAVEMENT

STA. 175 + 75 TO STA. 179 + 25  
M.P. 3.4 RESURFACING

2 PAVEMENT DESIGN FOR SHOULDER FAILURE REPAIR

- 1.25" CL2 ASPH SURF 0.38B PG64-22
- 2.25" CL2 ASPH BASE 0.75D PG64-22
- 2.50" CL2 ASPH BASE 0.75D PG64-22
- 2.75" CL2 ASPH BASE 0.75D PG64-22
- 4.00" CRUSHED AGGREGATE NO. 23

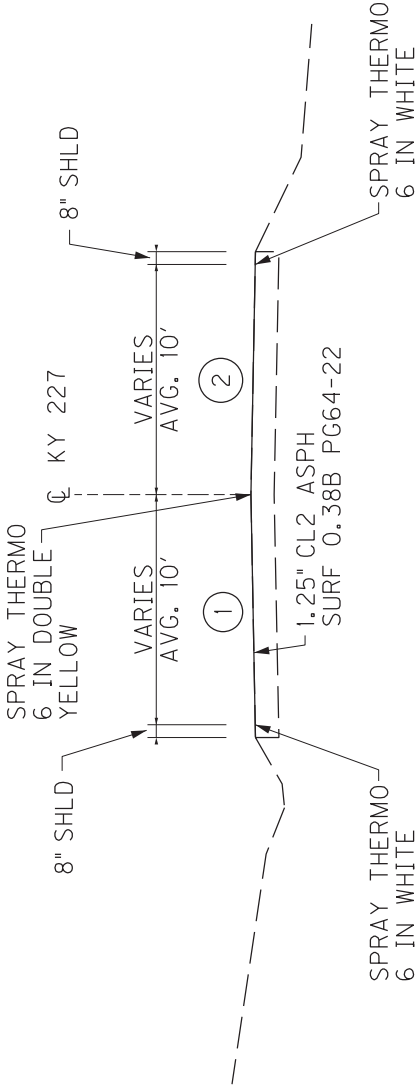
3 UTILIZE CRUSHED LIMESTONE NO. 23, WRAPPED IN CLASS 2 GEOTEXTILE FABRIC, ASPHALT BASE, LEVELING & WEDGING AND ASPHALT SURFACE. SEE SPECIAL NOTE FOR SHOULDER FAILURE REPAIR

SEE CRIBBING DETAIL

TYPICAL SECTION SHEET

TYPICAL SECTIONS

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	



PAVEMENT OVERLAY & RESTRIPING

- 1 OVERLAY EXISTING PAVEMENT. SEE PLANS AND PAVEMENT OVERLAY SUMMARY FOR LOCATIONS.
- 2 FD05 FUNDING TO PAY FOR: ASPHALT SURFACE, ASPHALT TACK, RUMBLE STRIPS, AND STRIPING FROM MP 0-2.98. HSIP FUNDING TO PAY FOR REMAINING LOCATIONS.



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	1



BEGIN PROJECT  
STA. 0+00  
MP 0.0

NOTE: RESURFACING BEGINS AT  
MP 0.00 (STA. 0+00).

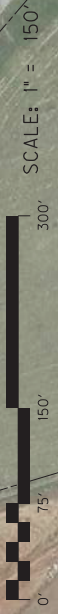
NOTE: SEE SUMMARY SHEETS FOR FURTHER DETAILS.

LEGEND

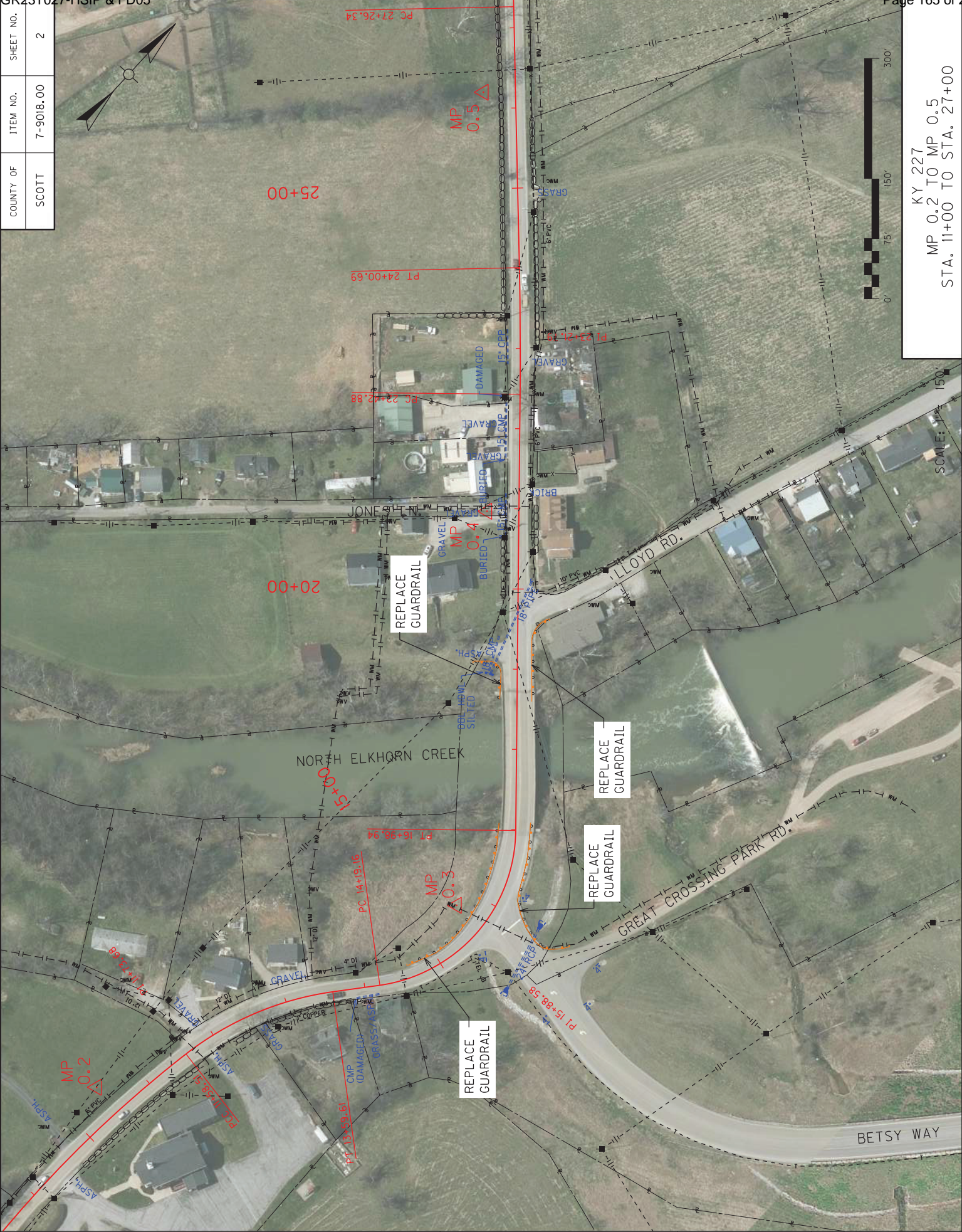
SHOULDER AND DITCH  
CONSTRUCTION

PROPOSED GUARDRAIL

KY 227  
MP 0.0 TO MP 0.2  
STA. 0+00 TO STA. 11+00



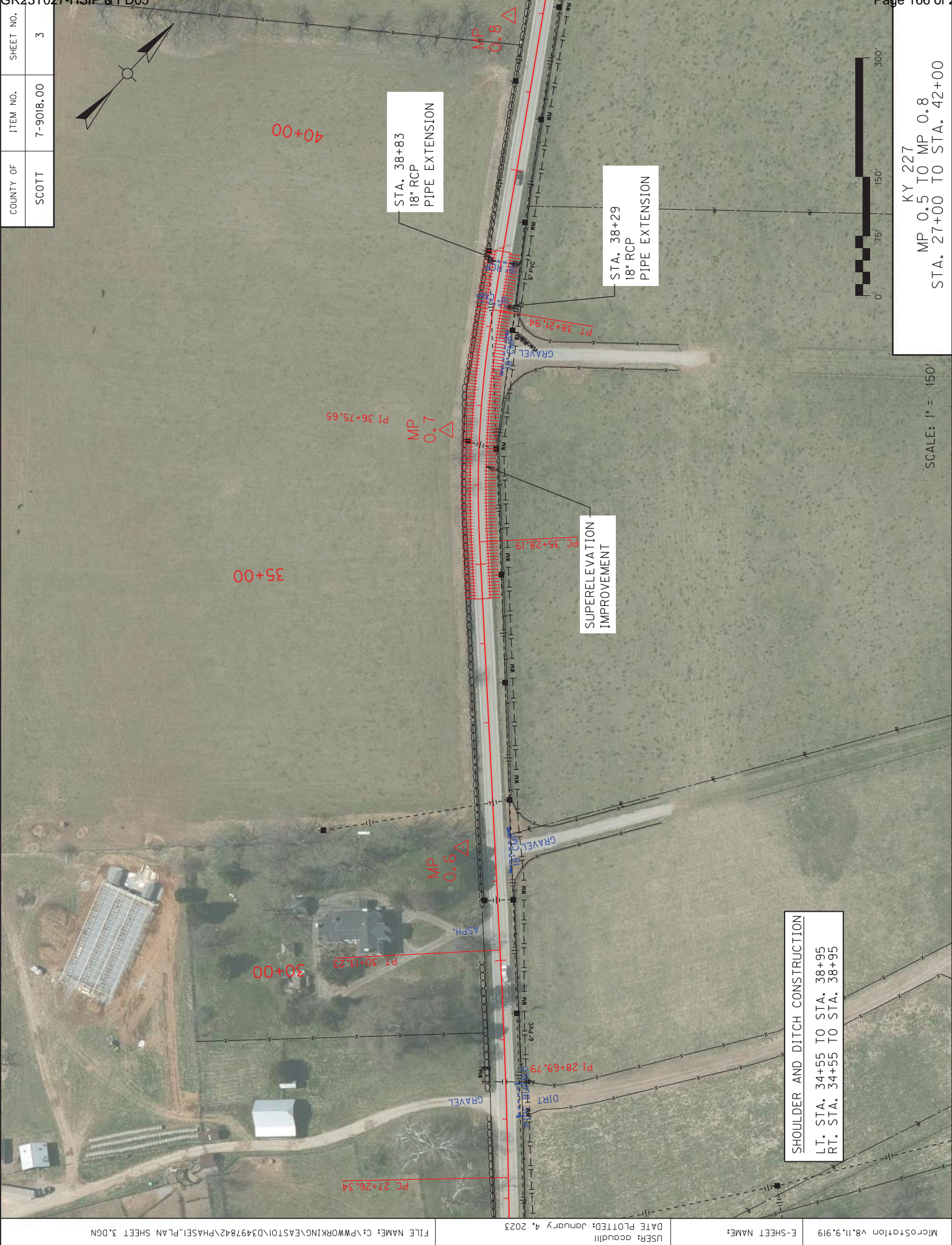




COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	2

MP 0.2 TO MP 0.5  
STA. 11+00 TO STA. 27+00





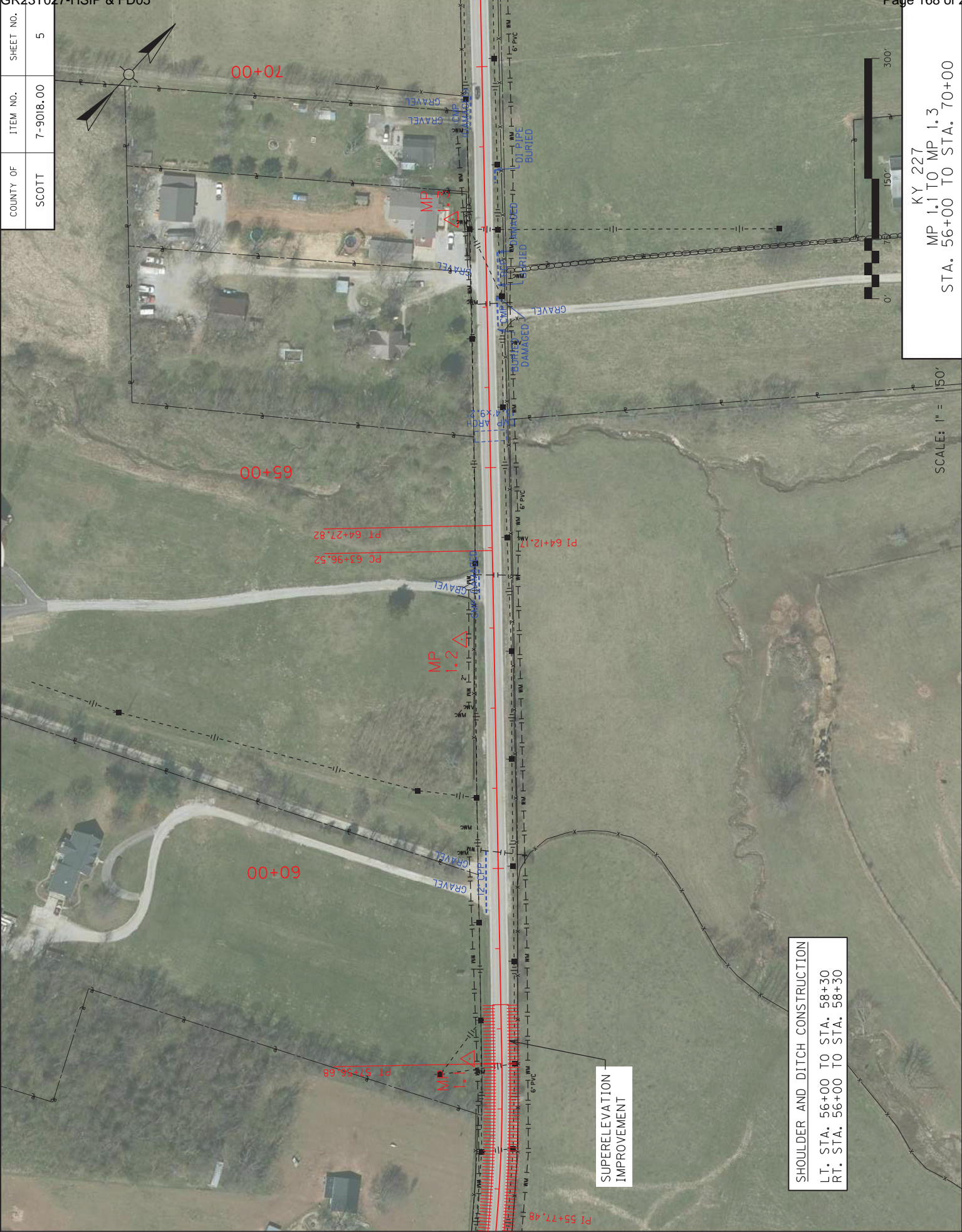
COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	3





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	4





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	5

MP 1.1 TO MP 1.3  
STA. 56+00 TO STA. 70+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	6



## SHOULDER AND DITCH CONSTRUCTION

LT. STA. 77+55 TO STA. 78+75

KY 227  
MP 1.3 TO MP 1.6  
STA. 70+00 TO STA. 85+00

SCALE: 1" = 150'

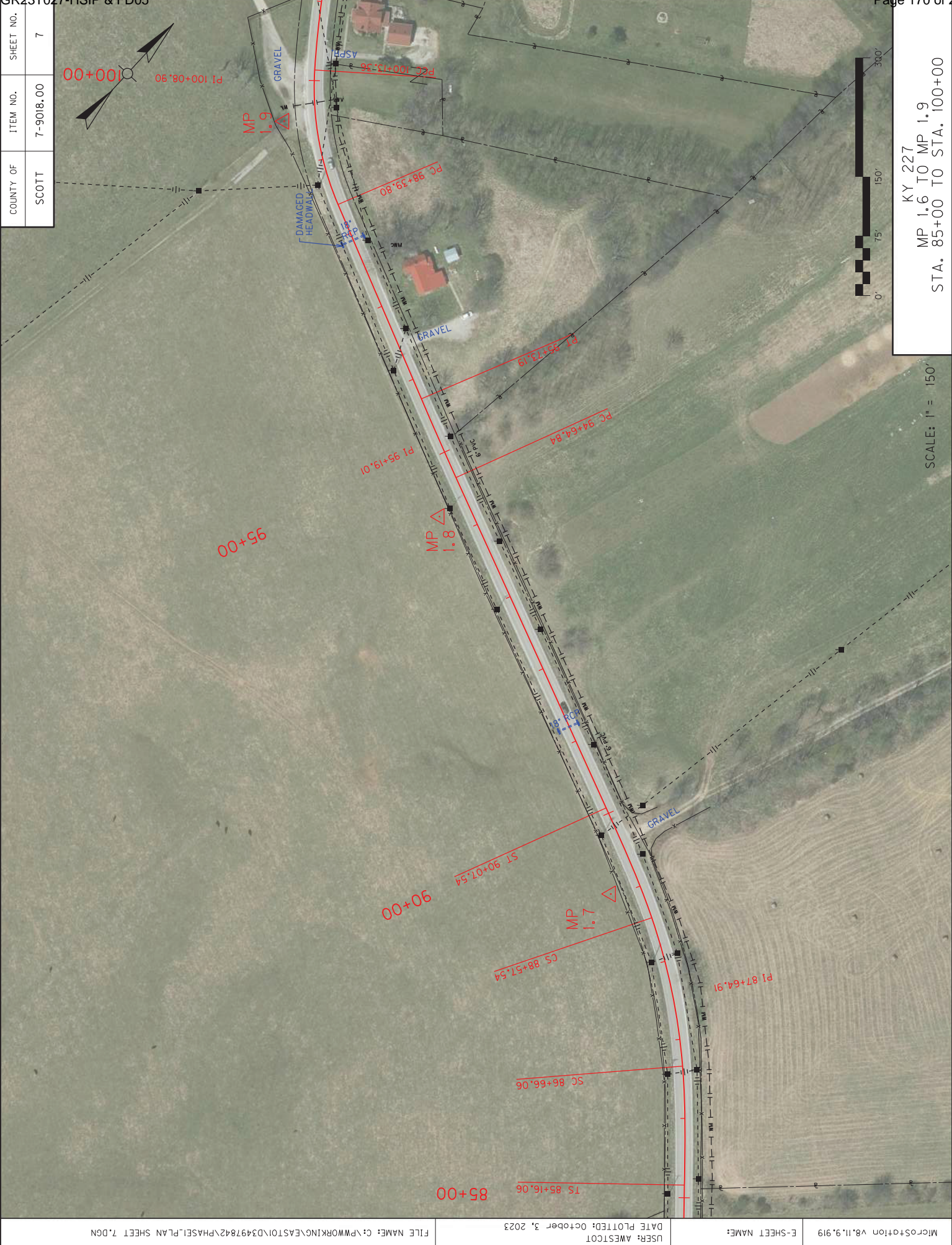
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USER: ACAUDILL  
DATE PLOTTED: October 3, 2023

E-SHEET NAME:

MicroStation v8.11.9.919





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	7

MP 1.6 TO MP 1.9  
STA. 85+00 TO STA. 100+00

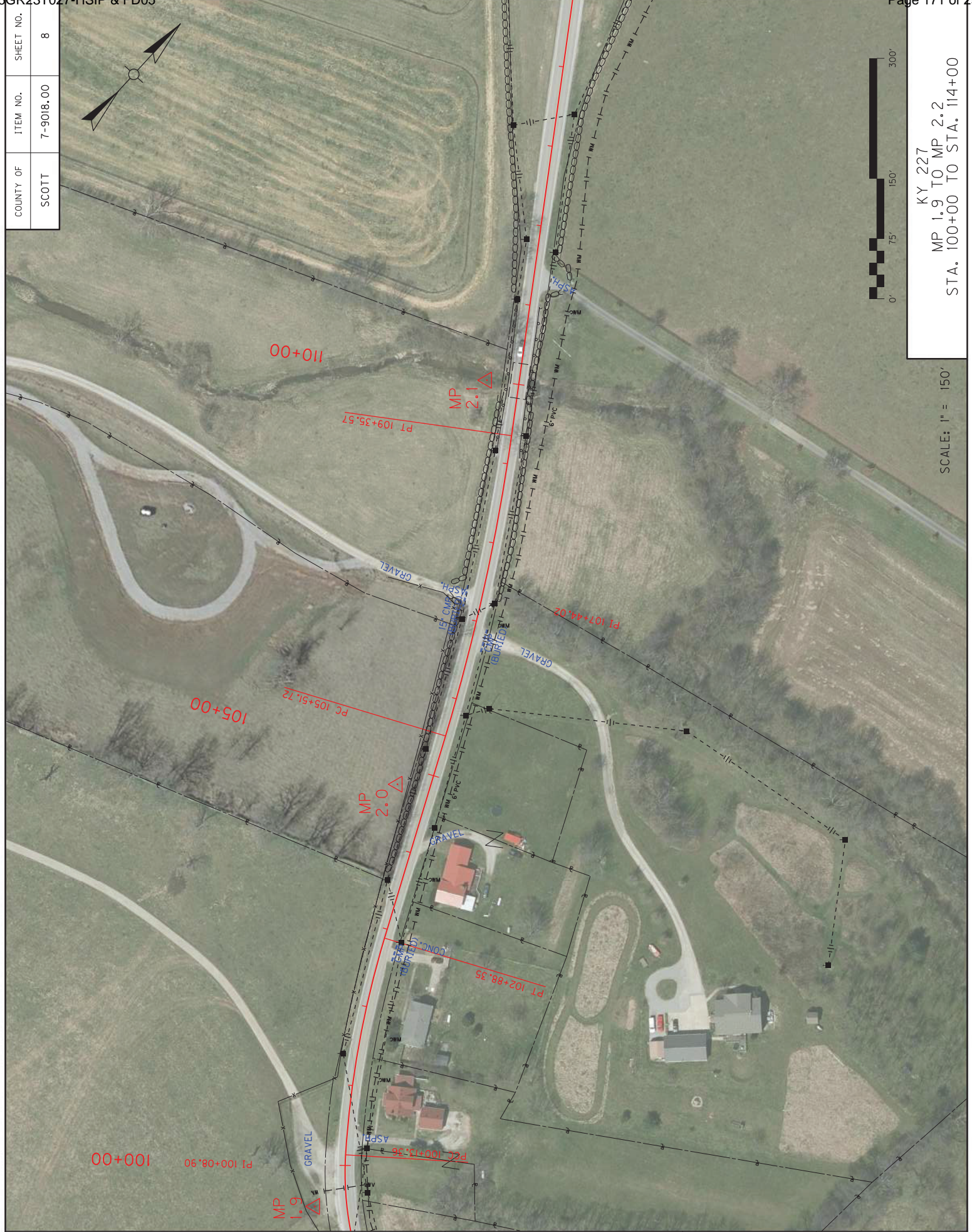


COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	8



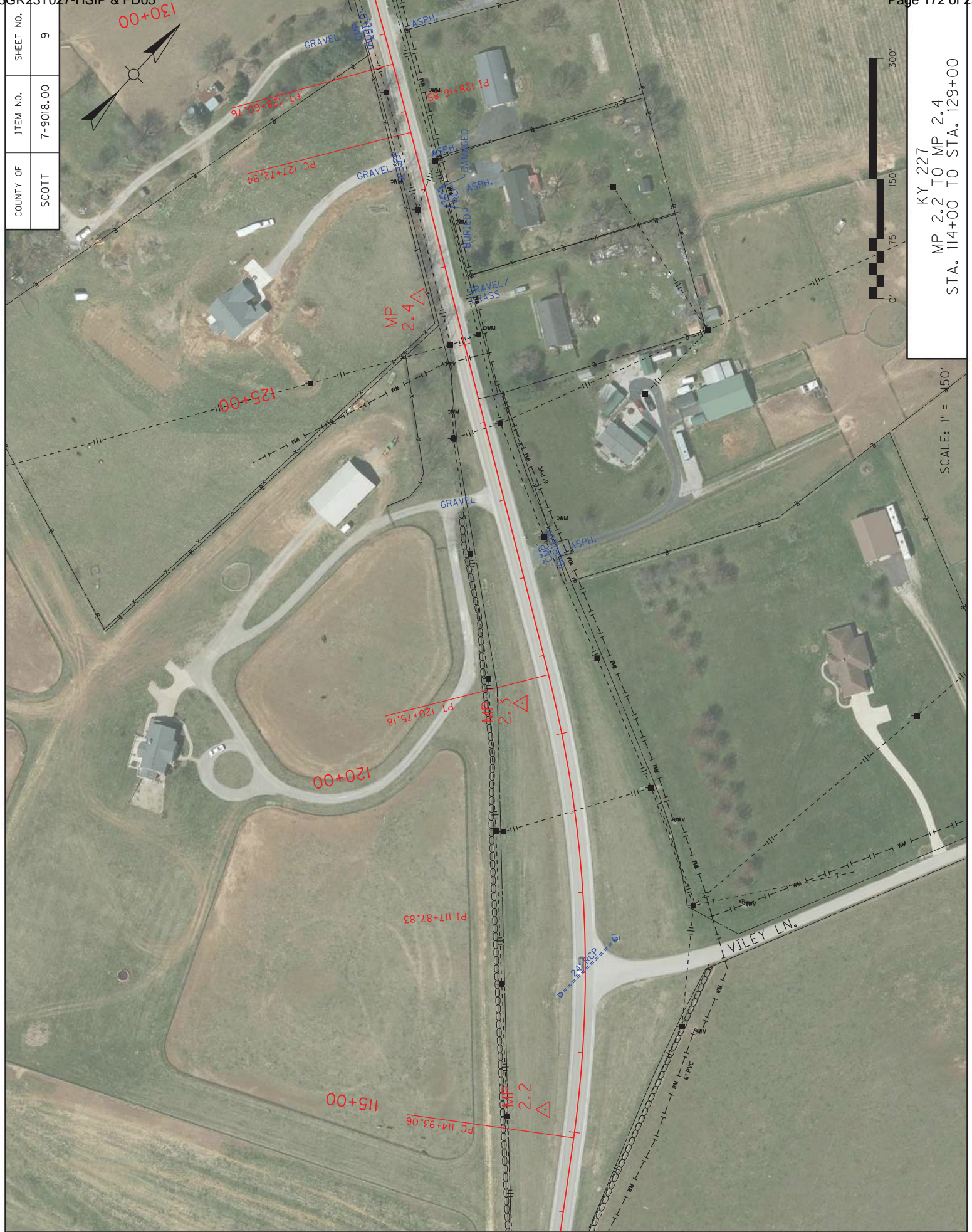
SCALE: 1" = 150'

KY 227  
MP 1.9 TO MP 2.2  
STA. 100+00 TO STA. 114+00

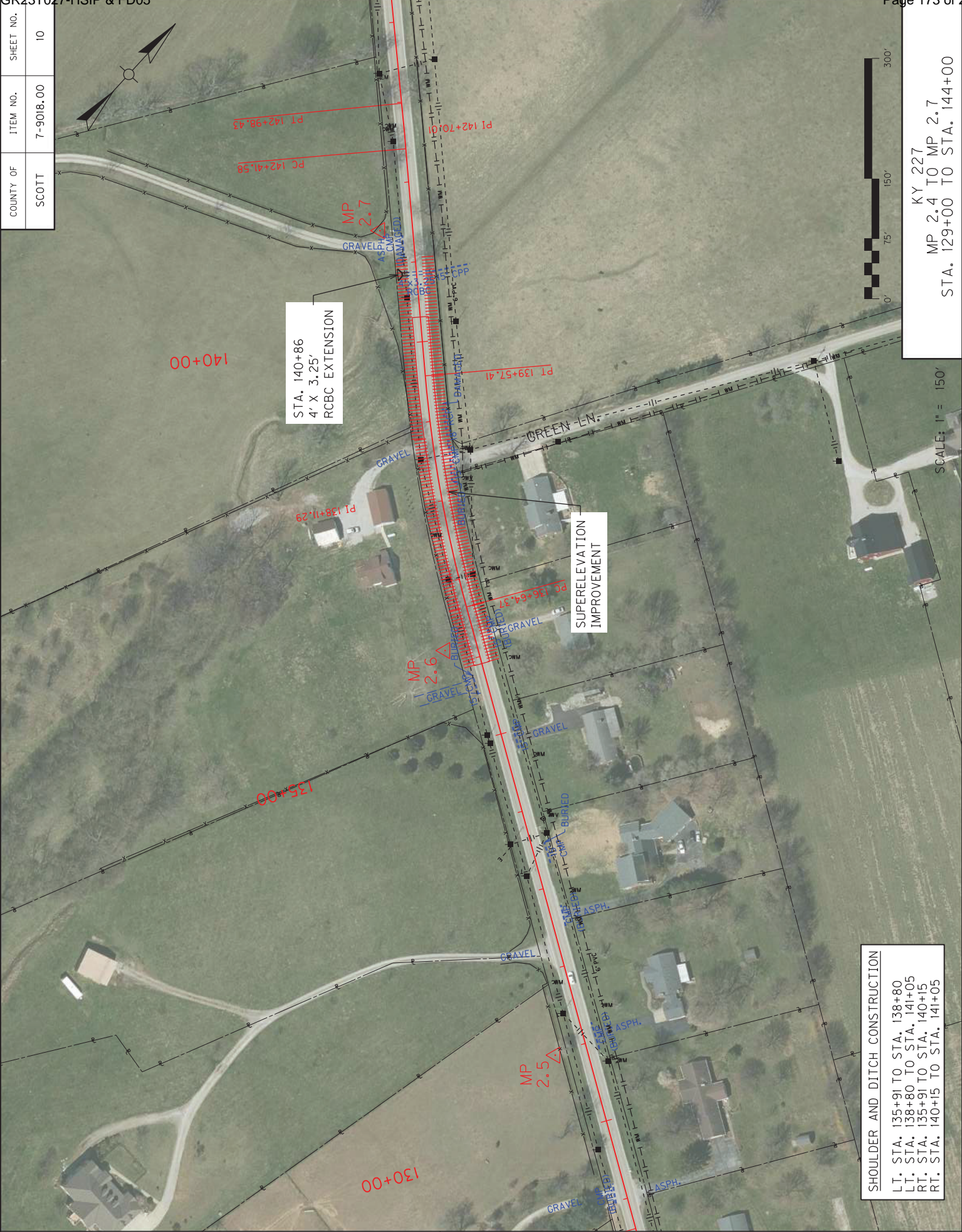




COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	9

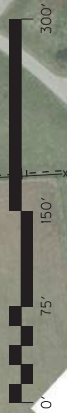
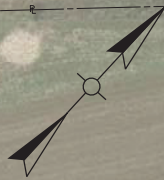






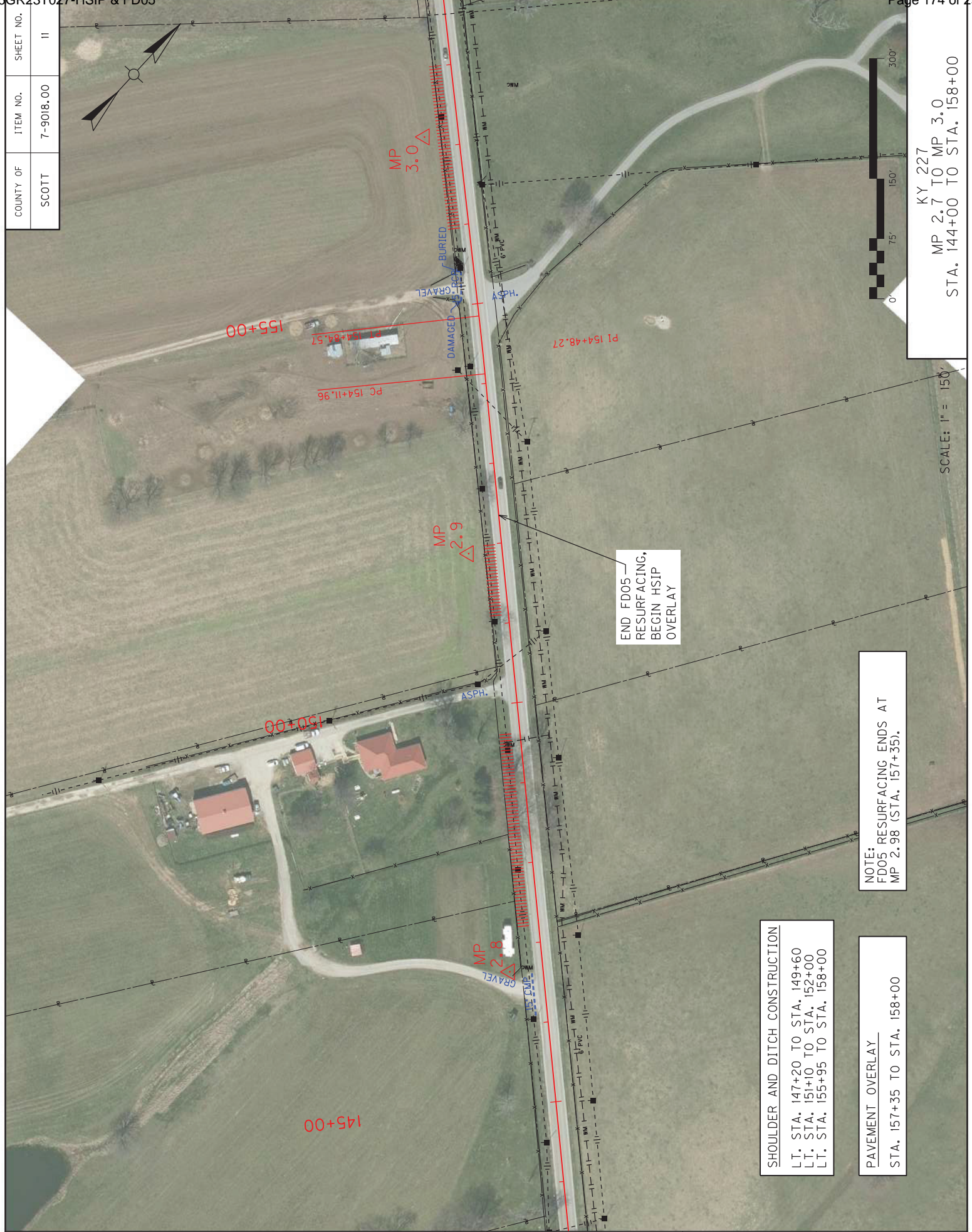


COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	11



KY 227  
MP 2.7 TO MP 3.0  
STA. 144+00 TO STA. 158+00

SCALE: 1" = 150'



END FD05  
RESURFACING,  
BEGIN HSIP  
OVERLAY

NOTE:  
FD05 RESURFACING ENDS AT  
MP 2.98 (STA. 157+35).

SHOULDER AND DITCH CONSTRUCTION  
LT. STA. 147+20 TO STA. 149+60  
LT. STA. 151+10 TO STA. 152+00  
LT. STA. 155+95 TO STA. 158+00

PAVEMENT OVERLAY  
STA. 157+35 TO STA. 158+00



USER: AWSCTCOT DATE PLOTTED: October 3, 2023	FILE NAME: C:\PWWORKING\EA5T01\VD3497842\PHASE1.PLAN SHEET 12.DGN
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MicroStation v8.11.9.919

STA. 158+00 TO STA. 160+50  
STA. 170+50 TO STA. 173+00





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	13



KY 227  
MP 3.3 TO MP 3.6  
STA. 173+00 TO STA. 189+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	14







COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	15

KY 227  
MP 3.9 TO MP 4.2  
STA. 205+00 TO STA. 221+00





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	16

SCALE: 1" = 150'

KY 227

MP 4.2 TO MP 4.5

STA. 221+00 TO STA. 235+00





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	17

1" = 150'

0' 75' 150' 300'

MP 4.5 TO MP 4.7

STA. 235+00 TO STA. 250+00

KY 227







COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	19



KY 227

MP 5.0 TO MP 5.3 K1 221

MP 5.0 TO MP 5.3  
STA. 264+00 TO STA. 279+00

SCALE: 1" = 150'

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USER: AWESTCOT  
DATE PLOTTED: October 3, 2023

E-SHEET NAME:

Microstation v8.11.9.919

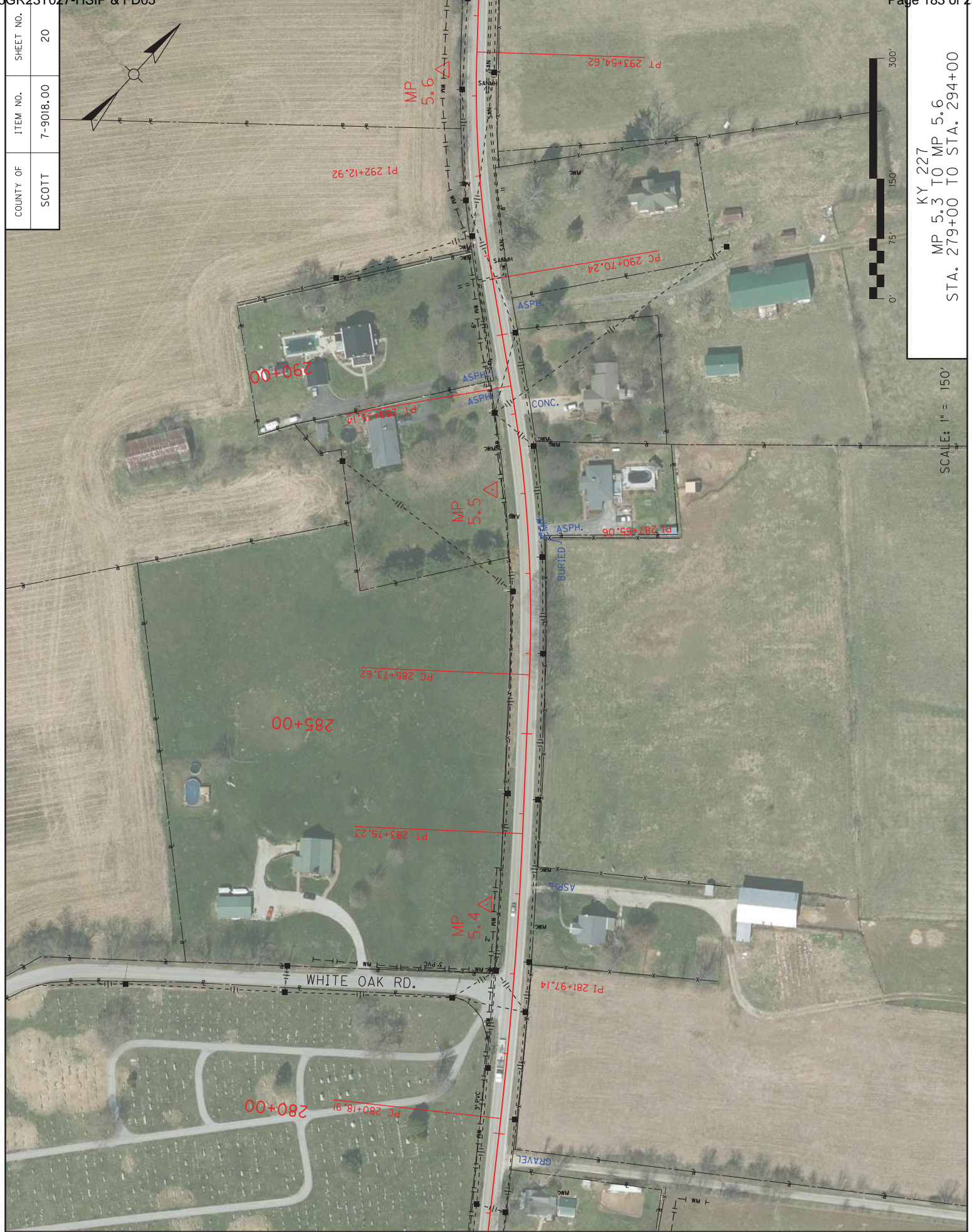


COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	20



SCALE: 1" = 150'

KY 227  
MP 5.3 TO MP 5.6  
STA. 279+00 TO STA. 294+00





17-HSIP & FD05

Page 184 of 2

MP 5.874

SEBREE RD.

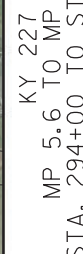
GRAVEL

PROJECT 07+67.33 TO 774

KY 227

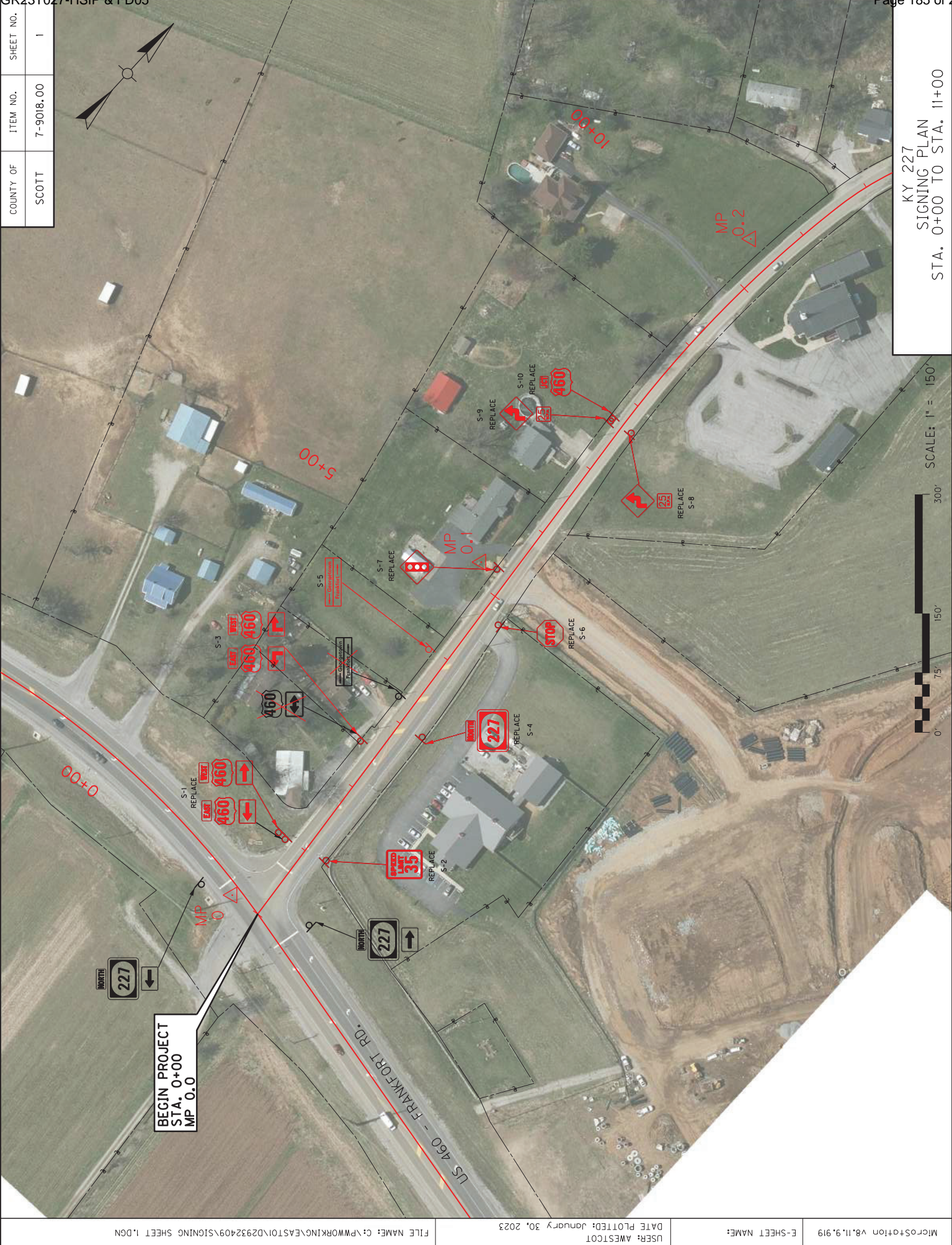
6.6 TO MP 5.874

+00 TO STA. 308+00



SCALE: 1" = 150'



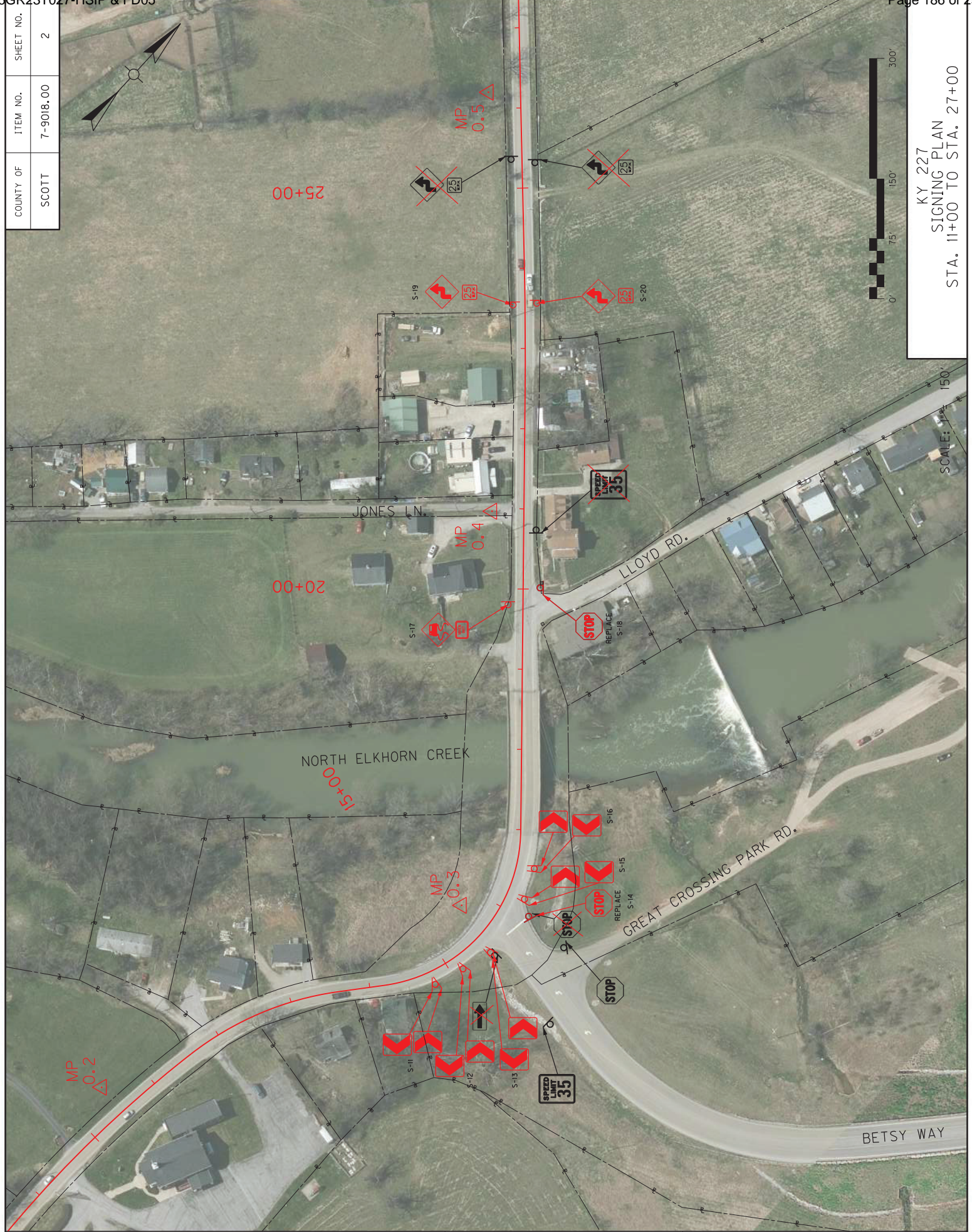


COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	1

SCOTT COUNTY  
SIGNING PLAN  
STA. 0+00 TO STA. 11+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	2



KY 227  
SIGNING PLAN  
STA. 11+00 TO STA. 27+00









COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	4

KY 227  
SIGNING PLAN  
STA. 42+00 TO STA. 56+00

SCALE: 1" = 150'



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	5



150' 75' 300'

0' 75' 150' 300'

SCALE: 1" = 150'

KY 227  
SIGNING PLAN  
STA. 56+00 TO STA. 70+00





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	6

KY 227  
SIGNING PLAN  
STA. 70+00 TO STA. 85+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	7



1" = 150'

SCALE: 1" = 150'

STA. 85+00 TO STA. 100+00

SIGNING PLAN

KY 227

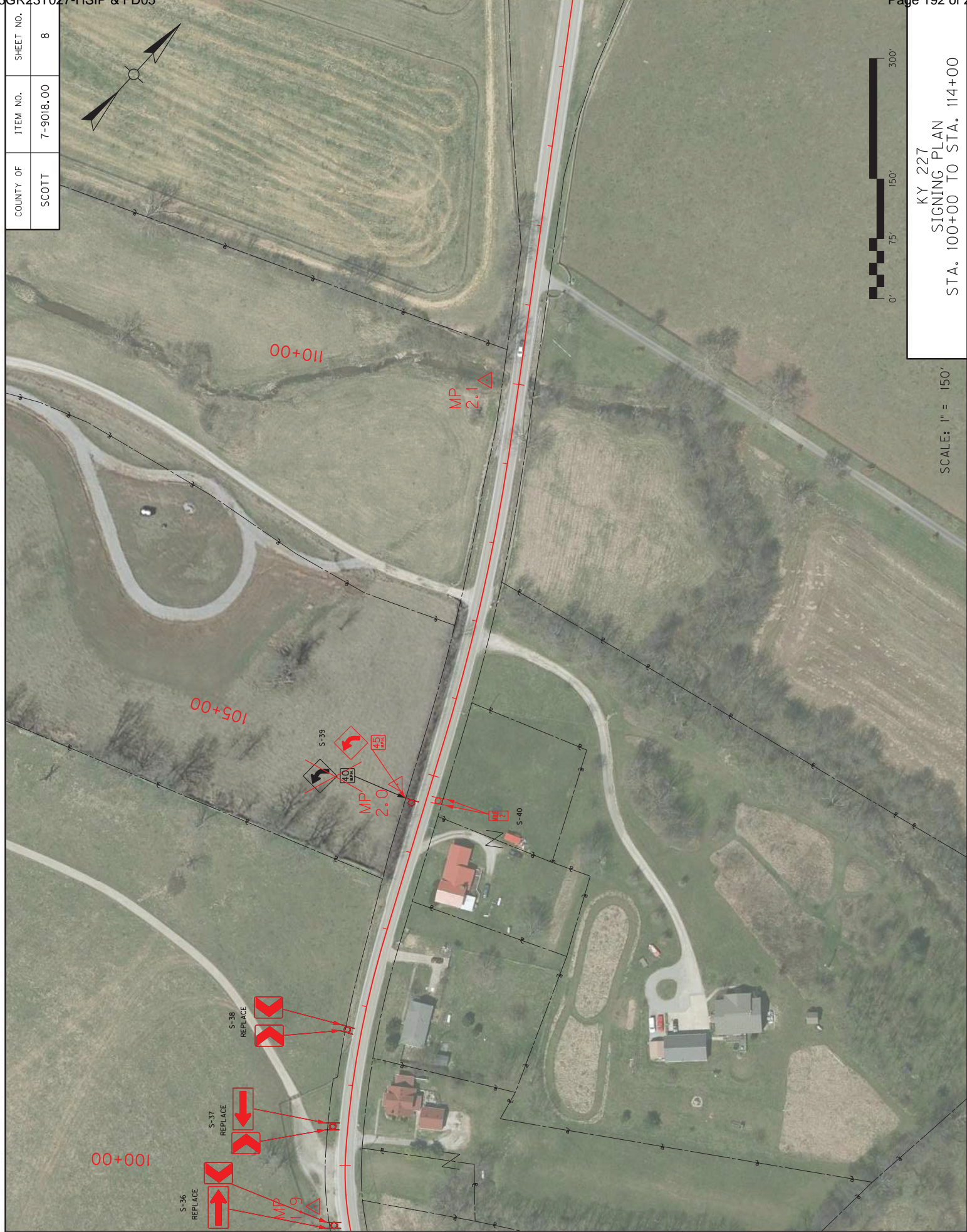


COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	8



SCALE: 1" = 150'

KY 227  
SIGNING PLAN  
STA. 100+00 TO STA. 114+00



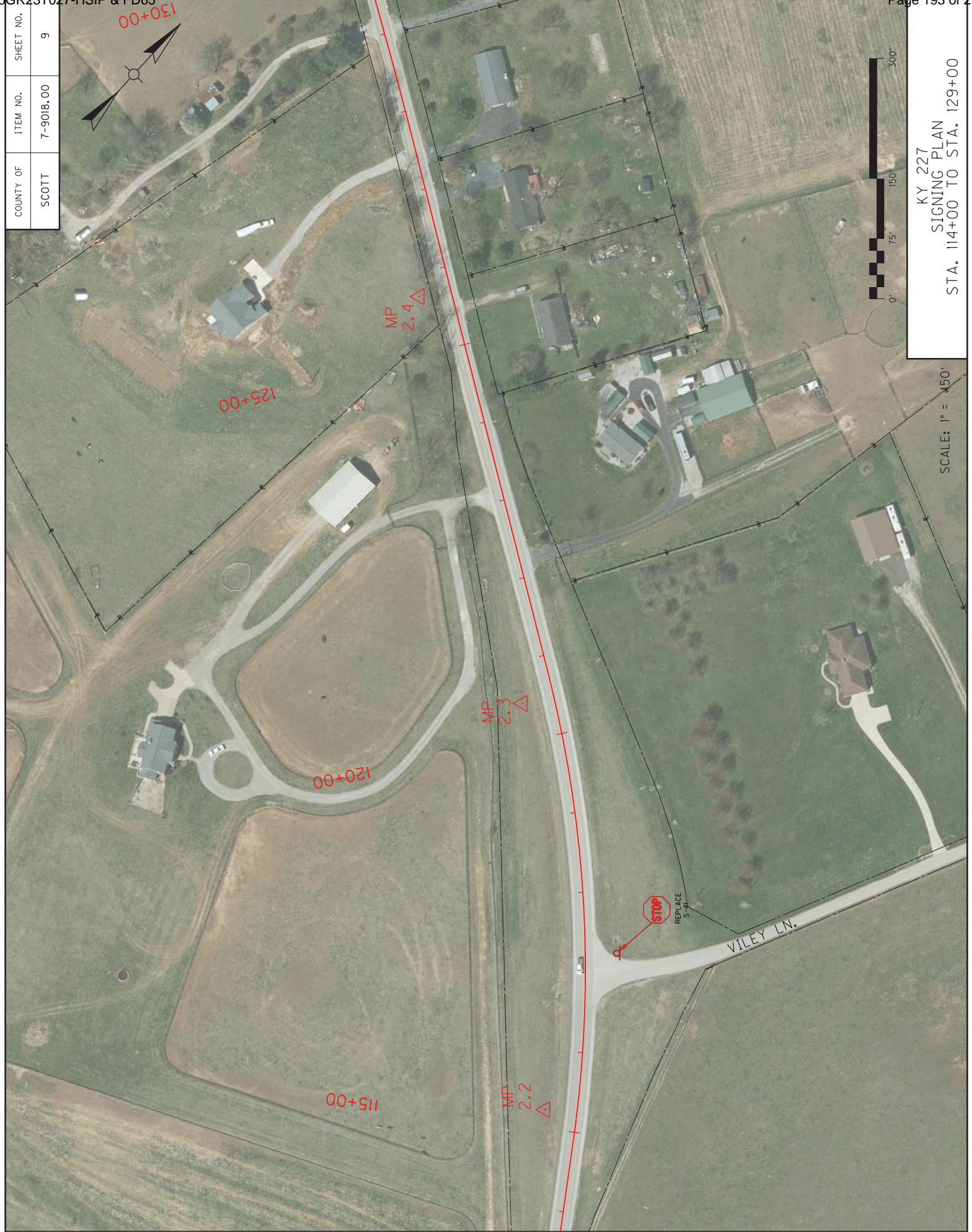


COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	9



KY 227  
SIGNING PLAN  
STA. 114+00 TO STA. 129+00

SCALE: 1" = 150'







COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	10

KY 227  
SIGNING PLAN  
STA. 129+00 TO STA. 144+00





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	11

KY 227  
SIGNING PLAN  
STA. 144+00 TO STA. 158+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	12



150'  
300'  
0'  
150'  
0'  
150'

SCALE: 1" = 150'

KY 227  
SIGNING PLAN  
STA. 158+00 TO STA. 173+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	13





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	14

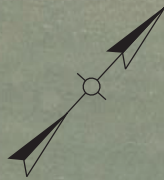


SCALE: 1" = 150'

KY 227  
SIGNING PLAN  
STA. 189+00 TO STA. 205+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	15



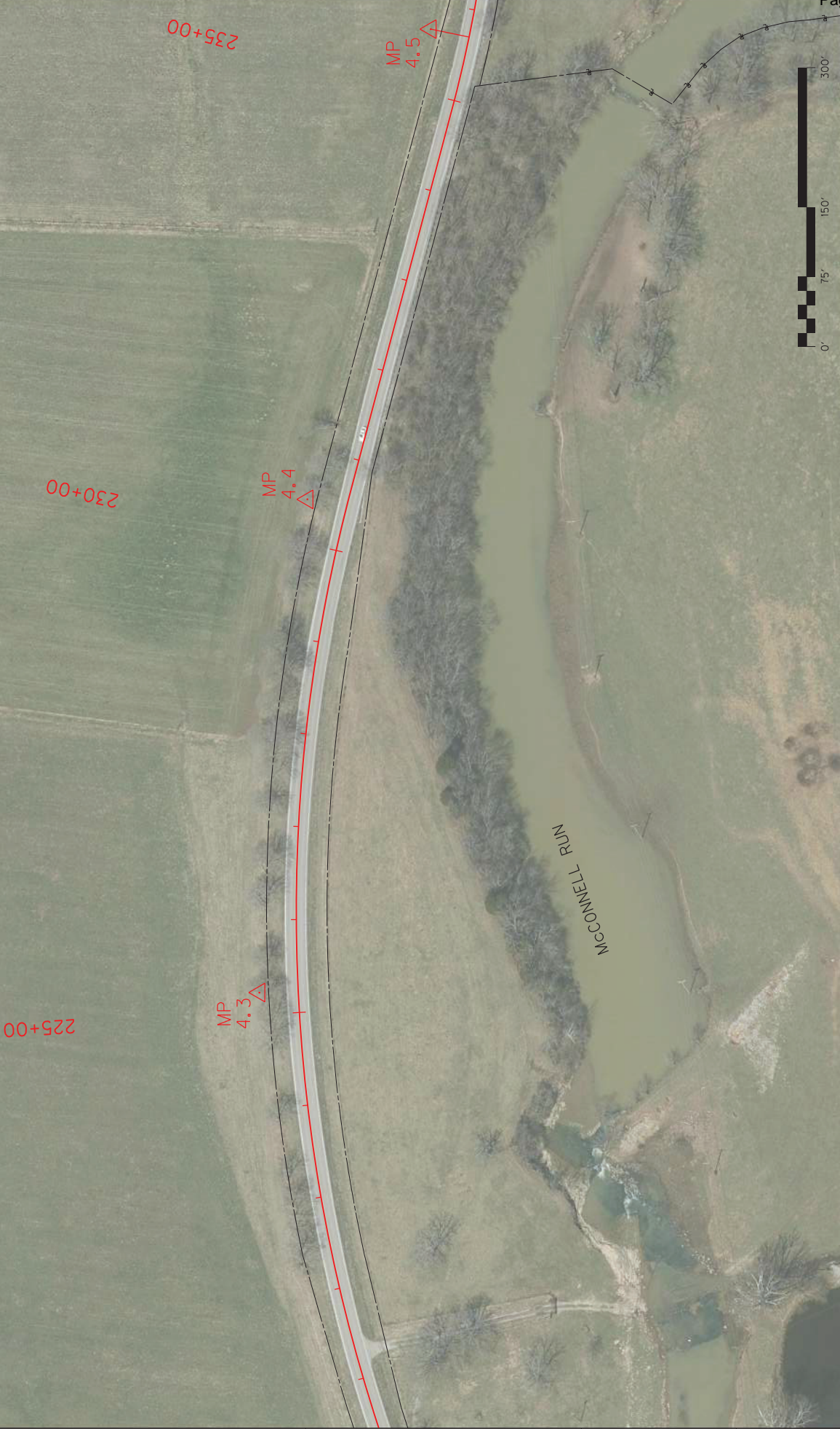
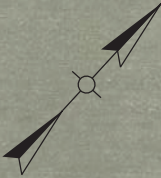
SCALE: 1" = 150'

KY 227  
SIGNING PLAN  
STA. 205+00 TO STA. 221+00





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	16



SCALE: 1" = 150'

KY 227  
SIGNING PLAN  
STA. 221+00 TO STA. 235+00





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	17

150' 75' 300'

1" = 150'

SCOTT COUNTY  
SIGNING PLAN  
STA. 235+00 TO STA. 250+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	18



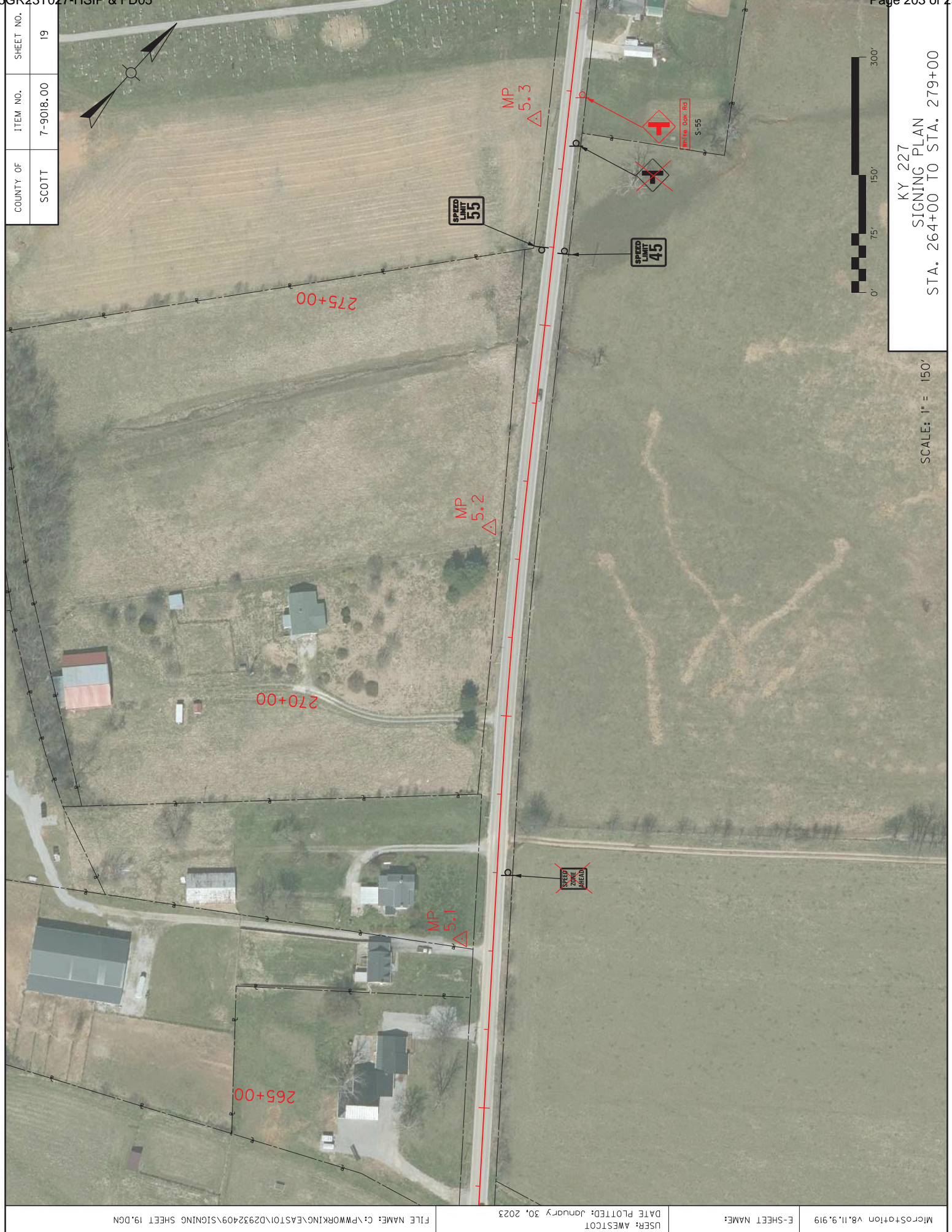
150' 75' 300'

SCALE: 1" = 150'

KY 227  
SIGNING PLAN  
STA. 250+00 TO STA. 264+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	19



KY 227

## SIGNING PLAN

SIGNING PLAIN  
STA. 264+00 TO STA. 279+00

SCALE: 1" = 150'





COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	20

SCALE: 1" = 150'

KY 227  
SIGNING PLAN  
STA. 279+00 TO STA. 294+00





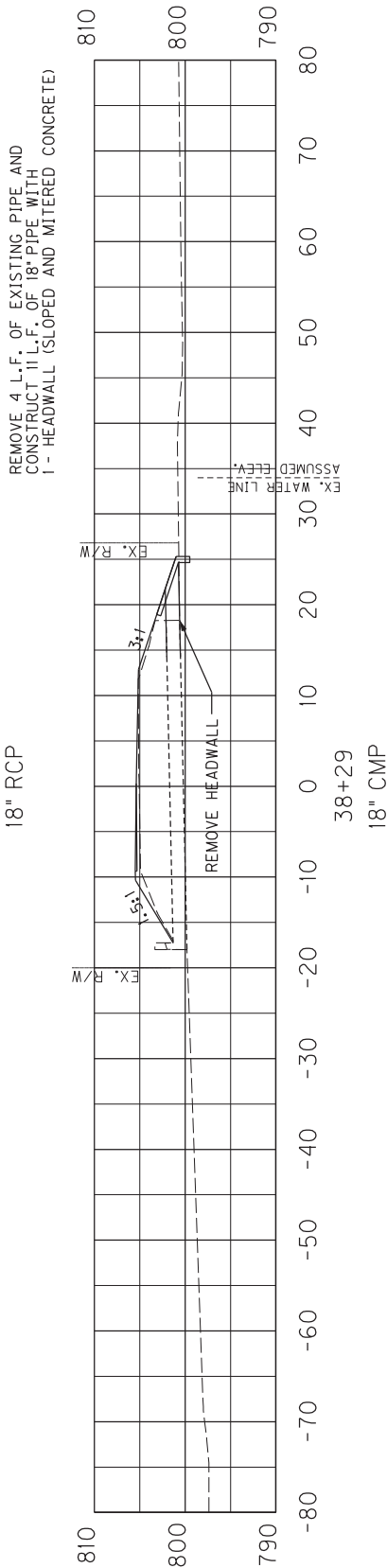
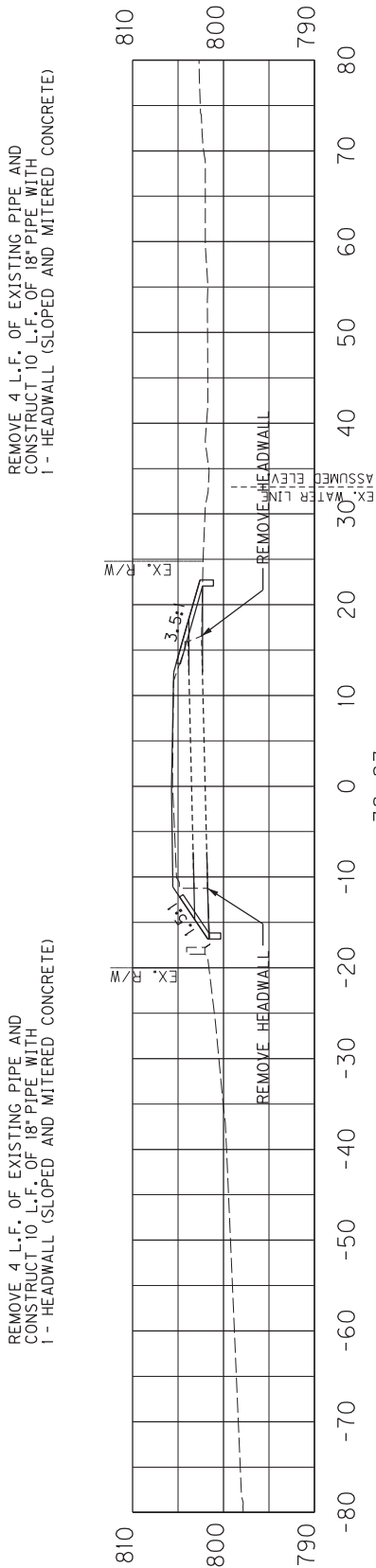
COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	21

KY 227  
SIGNING PLAN  
STA. 294+00 TO STA. 308+00

SCALE: 1" = 150'



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	



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

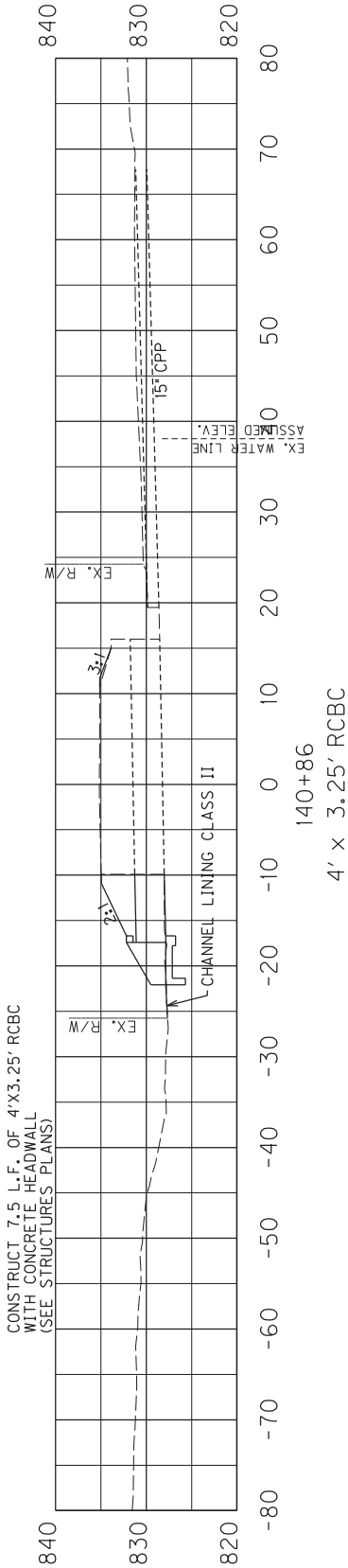
KY 227  
CROSS SECTION SHEET  
STA. 38+29 TO STA. 38+83

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	

FILE NAME: C:\PWORKING\EA\ST01\02952166\PIPE EXTENSION SHEETS.DGN

USER: AMESTCOT  
DATE PLOTTED: January 4, 2023

MicroStation v8.11.9.919



KY 227  
CROSS SECTION SHEET  
STA.140+86 TO STA.274+78

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

GENERAL NOTES

COUNTY OF	ITEM NO.	TAB NO.
SCOTT	7-9018.00	****

SPECIFICATIONS: References to the Specifications are to the 2019 Edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction including any current Supplemental Specifications.

DESIGN LOAD: These culvert extensions are designed for HS20 live load. The assumed weight of normal fill material is 120 lbs per cubic foot.

CULVERT FOUNDATIONS: The contractor shall excavate to 2 feet below the bottom of the proposed bottom slab and wing footings and backfill with "Granular Embankment" meeting the requirements of Section 805 of the Standard Specifications, except that the maximum size shall be 4 inches. All materials and labor are incidental to Foundation Preparation.

REINFORCEMENT: Dimensions shown from the face of concrete to bars are to center of bars unless otherwise shown. Spacing of bars is from center to center of bars. The clear distance to the face of concrete is 2 inches unless noted otherwise.

BEVELED EDGES: All exposed edges shall be beveled 3/4" unless otherwise noted.

WEEP HOLES: Provide weep holes in the sidewalls and wingwalls of the culvert in accordance with Section 610.03.03 of the Specifications.

DESIGN STRESSES:  
Concrete Class "A" - 3,500 psi  
Steel Reinforcement - 60,000 psi

CONCRETE: Class "A" Concrete shall be used throughout.

FLOWLINE REINFORCEMENT: Construct the 6 inch paved flowline between wing footings using #4 bars at 18" on centers in each direction or an equivalent area of welded deformed steel fabric. The bars shall extend a minimum of 12 inches into wing footings and/or the bottom slab. The cost of this reinforcement shall be incidental to the unit price bid for Concrete, Class "A".

SAWCUTTING EXISTING CONCRETE: Prior to the removal of the existing concrete masonry, cut the surface with a concrete saw to a depth of one inch to facilitate a neat line. Care shall be taken to prevent damage to the existing structure that is to remain. The cost of cutting concrete shall be included in the unit price bid for Remove Concrete Masonry.

TEMPORARY SHORING: Temporary Sheet piling, Shoring, and/or Dewatering Method may be required for the installation of the culvert extension, wingwalls, and footings. Payment for this work shall be included in the Lump Sum Bid for Foundation Preparation.

COMPLETION OF STRUCTURE: The Contractor is required to complete the structure in accordance with the Plans and Specifications. Material, Labor and/or Construction Operations not otherwise specified, are to be included in the Bid Item most appropriate to the work involved. This may include Cofferdams, Shorings, Excavations, Backfilling, Removal of All or Parts of Existing Structures, Phase Construction, Incidental Materials, Labor or anything else required to complete the structure.

DOWELING REINFORCEMENT IN HARDENED CONCRETE: Where required, drill and use an epoxy adhesive for bonding new reinforcement into existing concrete using a two component epoxy resin system conforming to Section 826 of the Specifications. Embedment of the reinforcing steel shall be sufficient to develop the full tensile strength of the reinforcing bar in accordance with the Manufacturer's recommendations. In no case shall the embedment be less than 8". The cost of drilling holes and applying adhesive shall be incidental to the Unit Price Bid for Class "A" Concrete.

BONDING NEW CONCRETE TO EXISTING CONCRETE: New concrete shall be bonded to existing concrete with a two-component epoxy resin system conforming to Section 826 of the Specifications.

VERIFY EXISTING DIMENSIONS: Dimensions shown in the Plans are based on rudimentary field measurements. Prior to beginning any work or ordering any materials, the Contractor shall verify all dimensions.

PROPOSED FLOWLINE: The slope of the proposed culvert bottom slab shall provide a smooth transition from the existing culvert to the existing stream bed.

WING ADJUSTMENT: With approval of the Engineer, the proposed wing flare angle may be adjusted in the field up to 20° in order to provide the best fit for the site.

REBAR LAP SPLICE: Should the Contractor choose to introduce lap splices in addition to what is specified here, use the following minimum lap splice lengths with Class "A" Concrete:  
#4 bar: 2'-3"  
#5 bar: 2'-9"

CULVERT EXTENSIONS				
Culvert	Station	Clear Span	Clear Height	Skewed Headwall
1	140+86	4'-0"	3'-3"	N

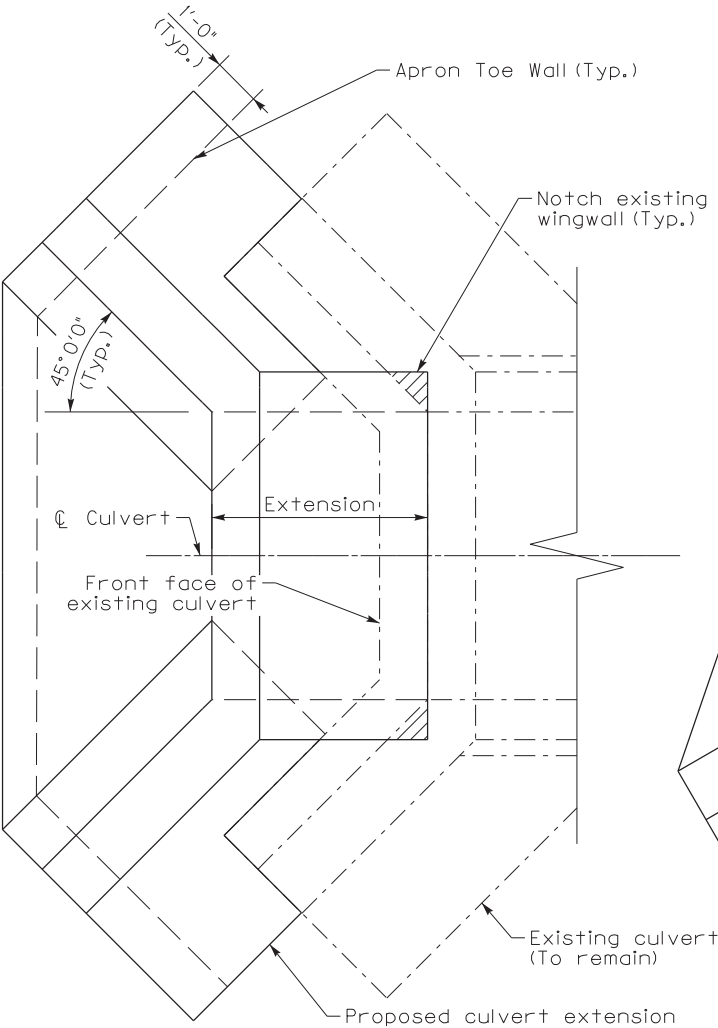
Note: A headwall that forms a 90° angle with respect to the centerline of culvert is not skewed. All other orientations are skewed.

ESTIMATE OF QUANTITIES					
Culvert	08100 - Concrete, Class "A" (C.Y.)	08150 - Steel Reinforcement (LBS.)	08003 - Foundation Prep. (L.S.)	02403 - Remove Concrete Masonry (C.Y.)	02483 - Class 2 Channel Lining (TONS)
1	12.7	1,653	1	1	0

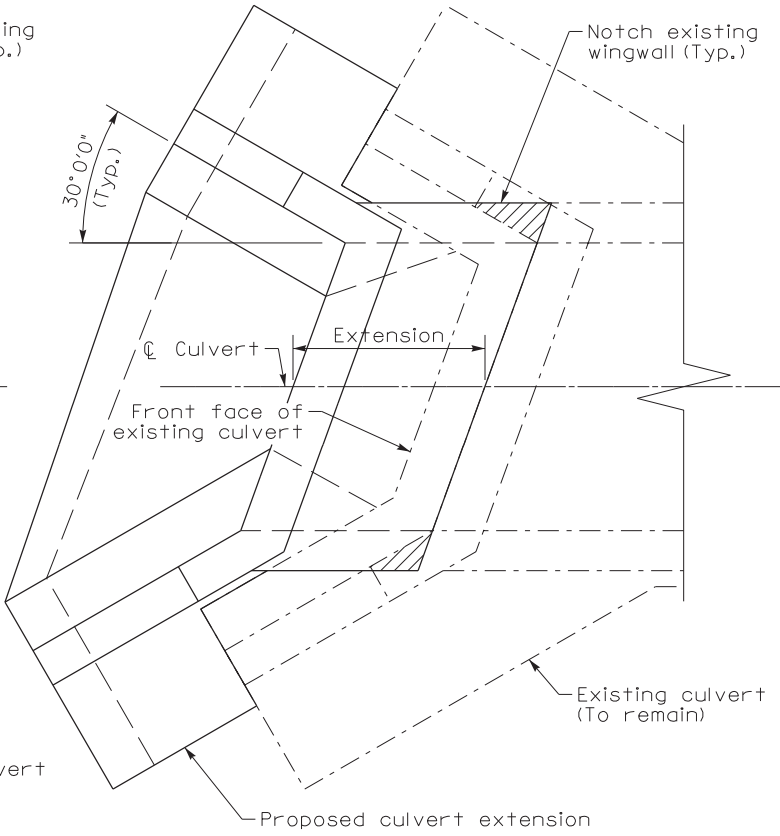


"Extension" DIMENSIONS		
Culvert	West End	East End
1	7'-6"	0'-0"

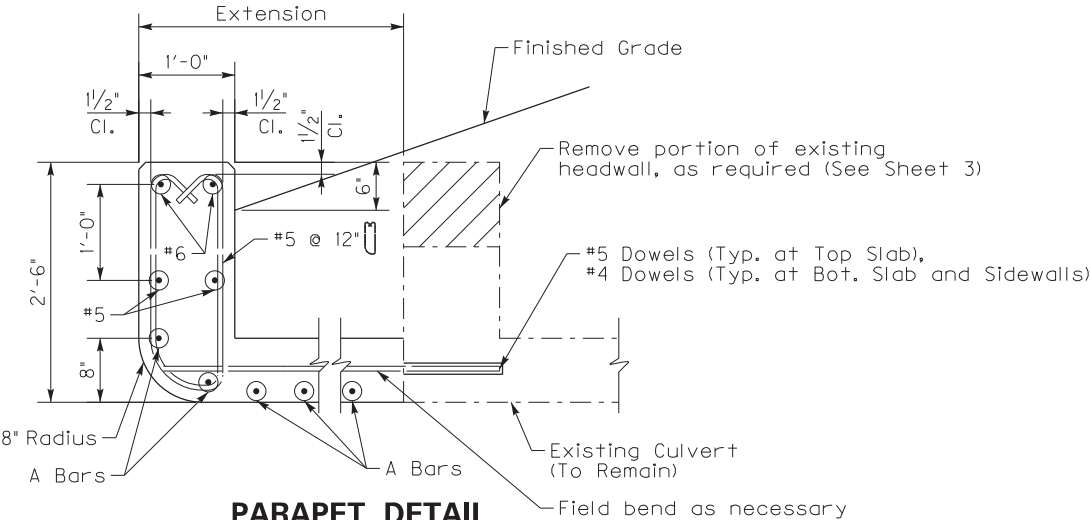
COUNTY OF	ITEM NO.	TAB NO.
SCOTT	7-9018.00	****



NON-SKEWED HEADWALL



SKEWED HEADWALL

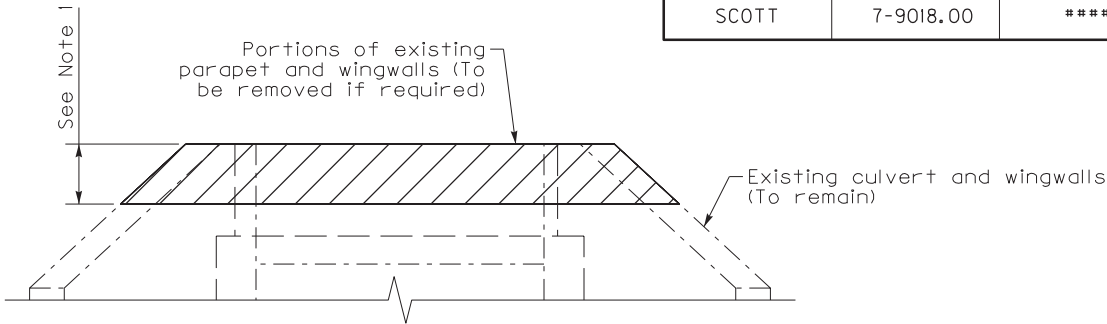


PARAPET DETAIL

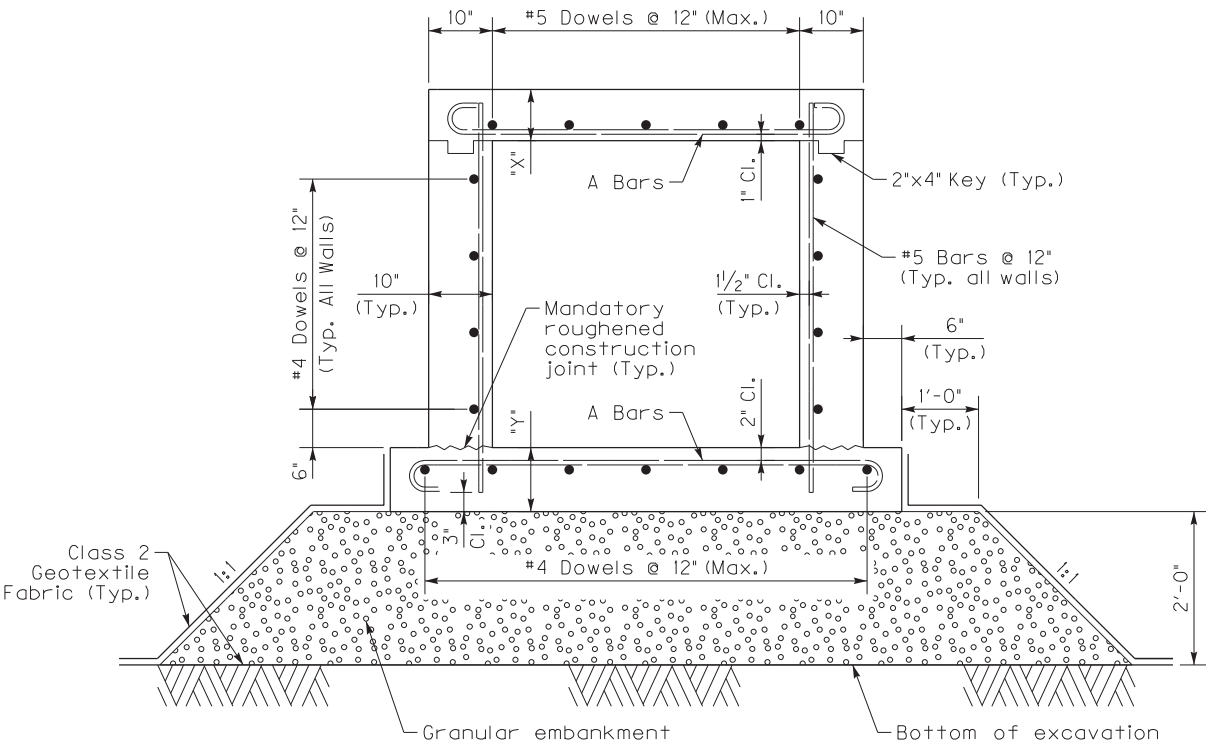
(Typ. Both Ends)  
Note: See Sheet 3 for A Bars.

KY 227  
CULVERT EXTENSIONS  
(2 OF 4)

COUNTY OF	ITEM NO.	TAB NO.
SCOTT	7-9018.00	****



PARAPET REMOVAL DETAIL



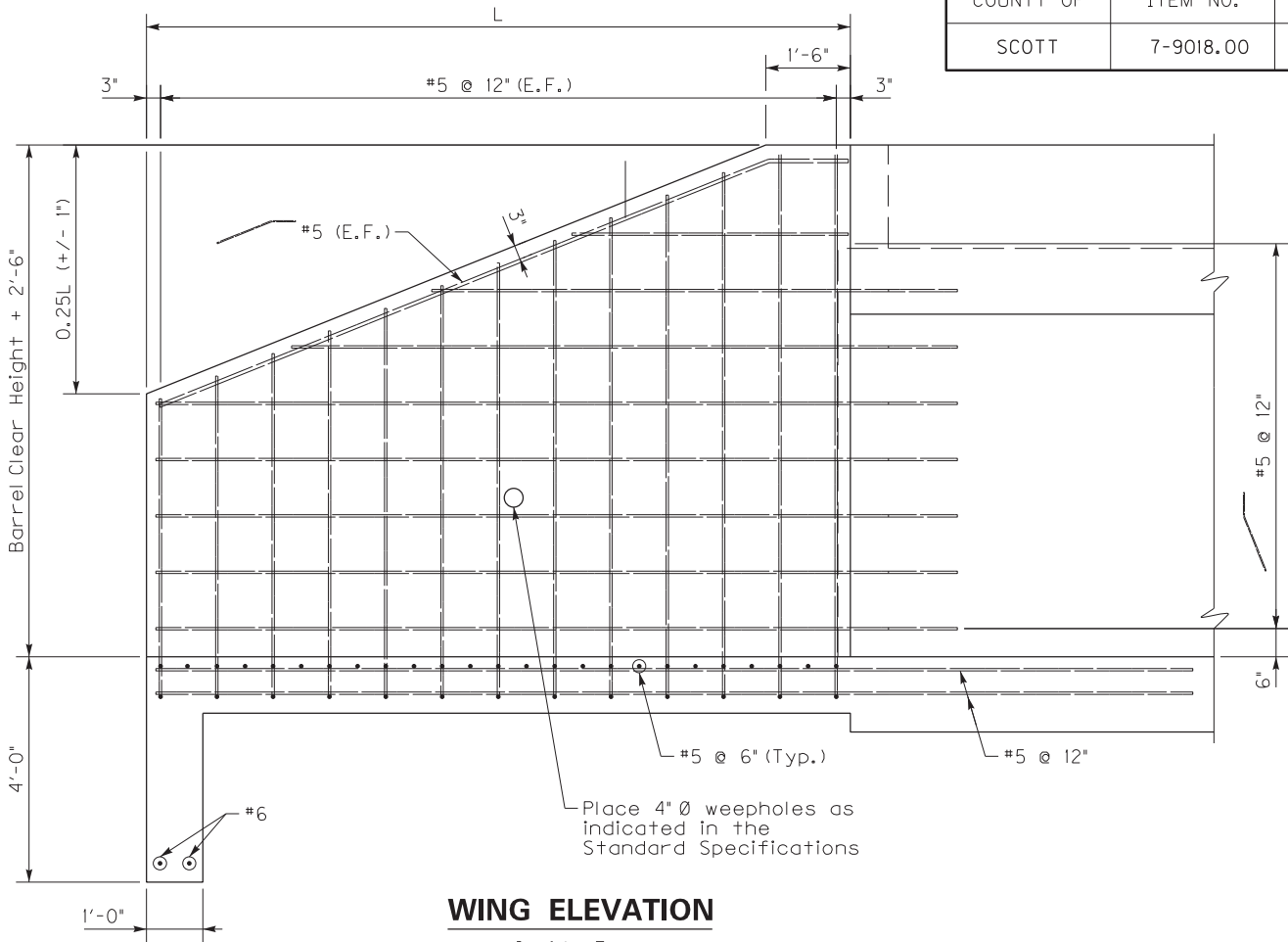
TYPICAL EXTENSION SECTION

NOTES:

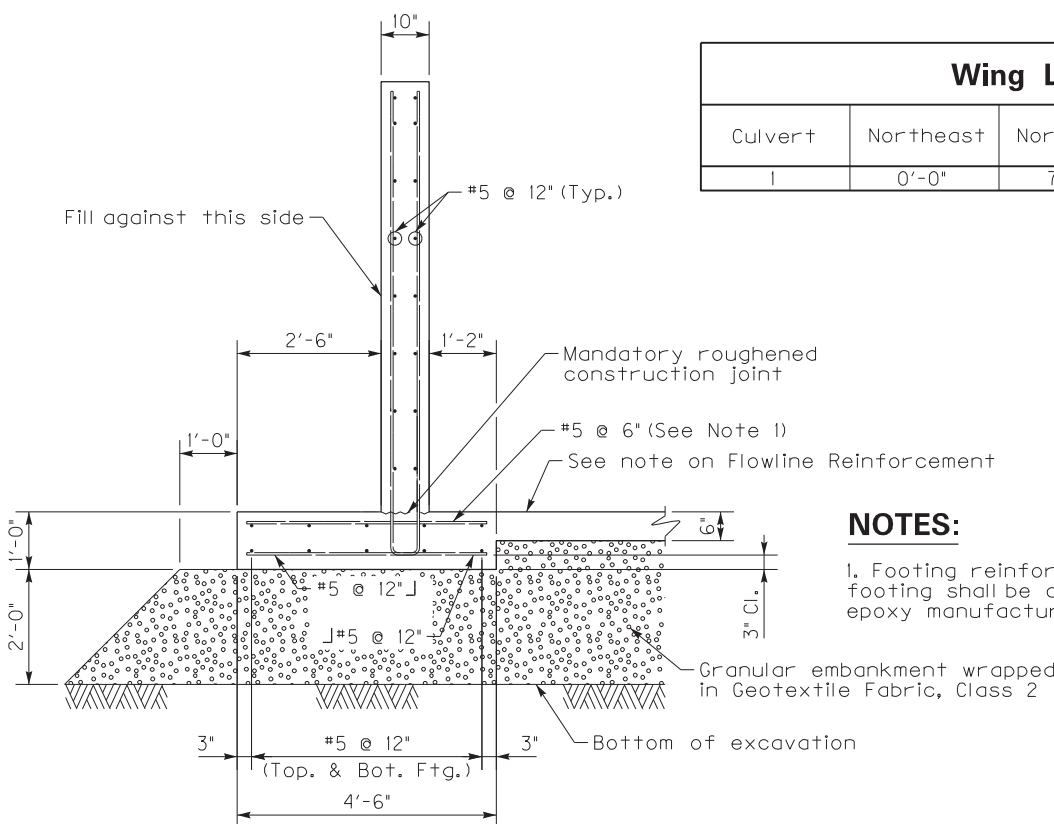
1. The Contractor shall remove portions of the existing headwall and wingwalls as required to provide a minimum of 1'-0" of fill over the remaining portions of the existing culvert headwall and wingwalls.
2. The Contractor shall not remove any portions of the existing headwall until construction of the new culvert extension is complete including connecting the new top slab to the existing culvert headwall using dowels and construction of the new culvert headwall. Only the minimum amount necessary to provide 1'-0" of fill shall be removed. Full depth saw cuts should be used for removal.
3. If partial removal of the existing headwall or wingwalls is required, all exposed steel shall be cut flush with face of concrete and coated with a bituminous paint capable of protecting the steel from moisture. All labor and materials associated with this work shall be considered incidental to the bid for Foundation Preparation.
4. All labor and materials associated with the Geotextile fabric shall be incidental to Foundation Preparation.

BARREL DIMENSIONS			
Culvert	X	Y	A Bars
1	8"	9"	#5 @ 7"

COUNTY OF	ITEM NO.	TAB NO.
SCOTT	7-9018.00	****



Wing Length (L)				
Culvert	Northeast	Northwest	Southeast	Southwest
I	0'-0"	7'-0"	0'-0"	7'-0"

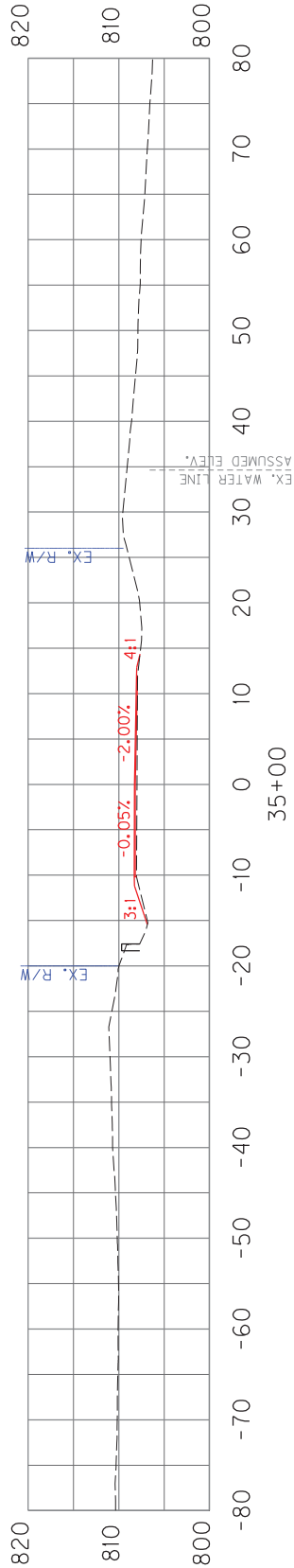
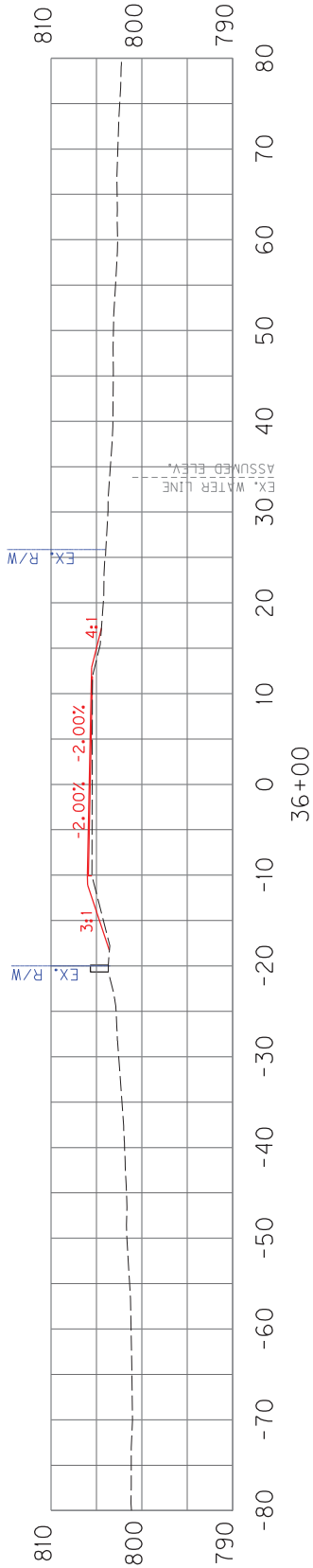
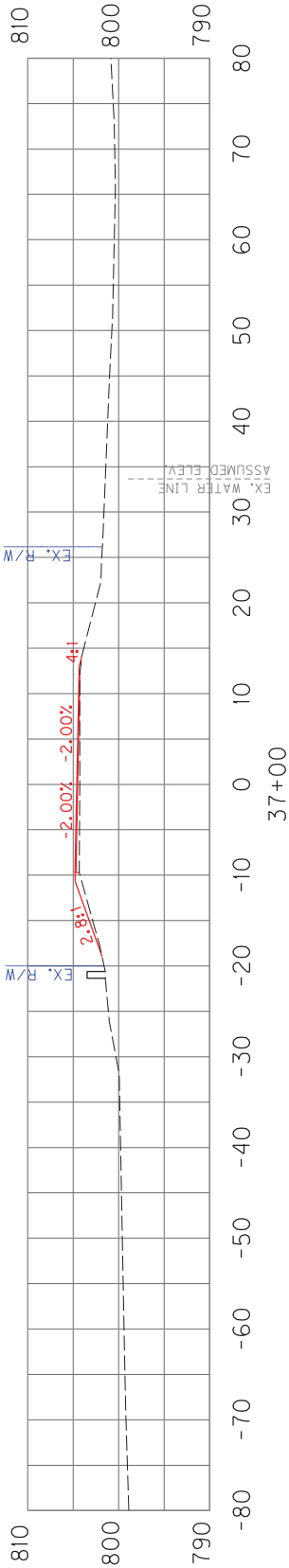


**NOTES:**

1. Footing reinforcement doweled into existing footing shall be cut to fit in accordance with epoxy manufacturers required embedment depth.



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	



1 SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

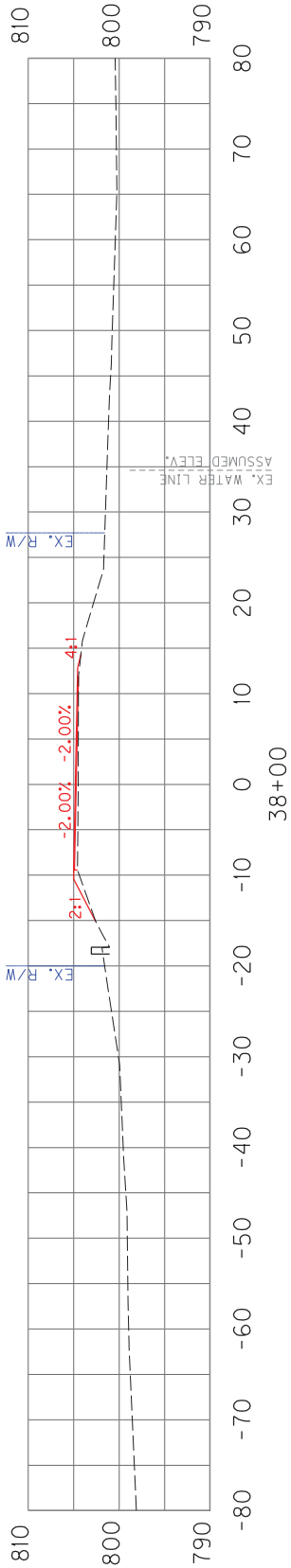
KY 227 - CURVE 3  
SUPERELEVATION CROSS SECTION  
STA. 35+00 TO STA. 37+00

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	

FILE NAME: C:\PWORKING\EA\ST01\03497842\KY 227 CROSS SECTIONS.DGN

USER: ACAUDILL  
DATE PLOTTED: October 3, 2023

MicroStation v8.11.9.919

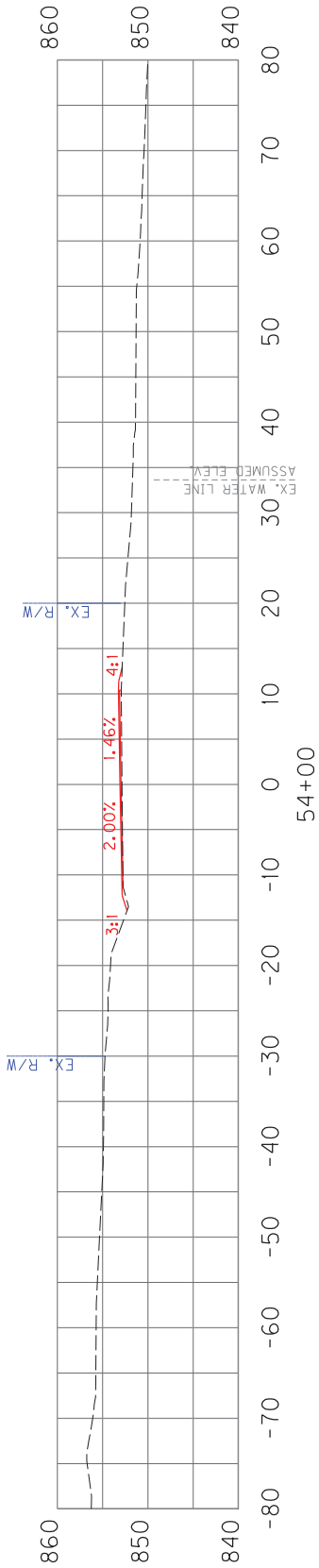
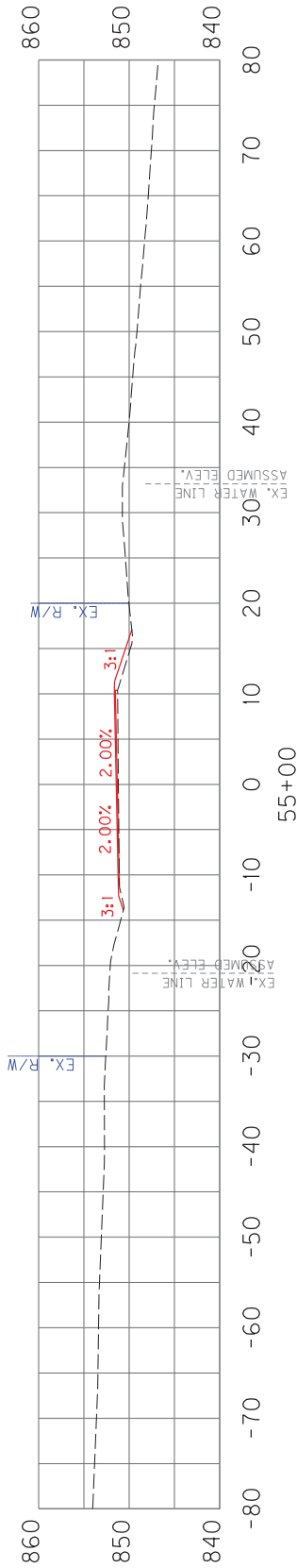
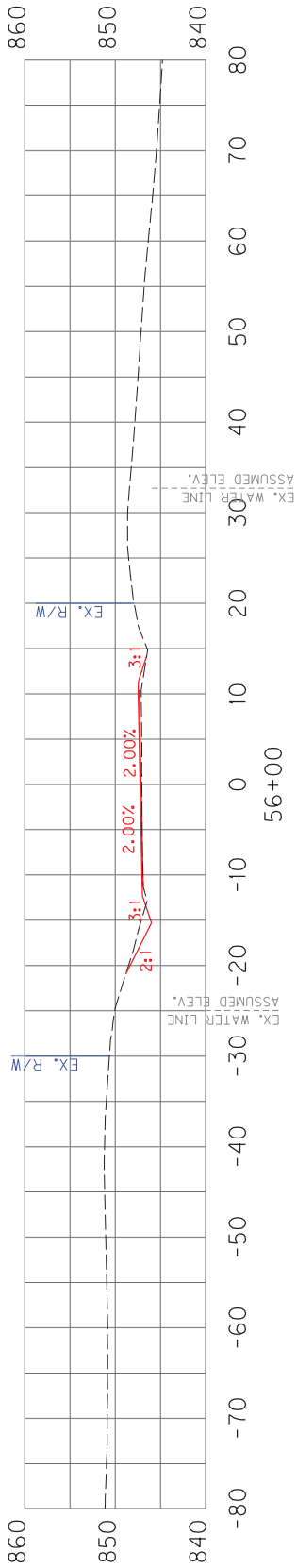


① SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

KY 227 - CURVE 3  
SUPERELEVATION CROSS SECTION  
STA. 38+00 TO STA. 38+00

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	



① SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

KY 227 - CURVE 4  
SUPERELEVATION CROSS SECTION  
STA. 54+00 TO STA. 56+00

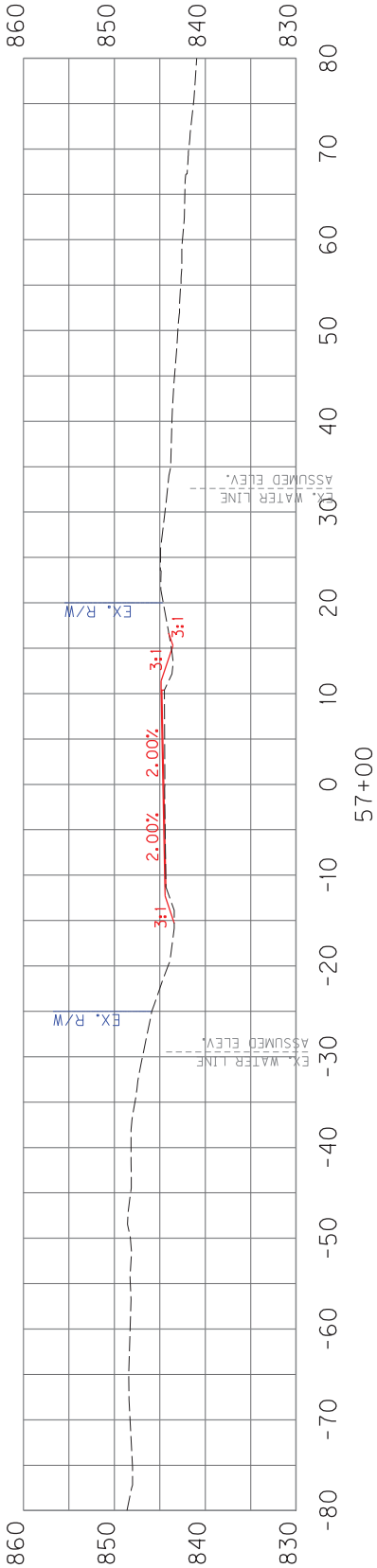
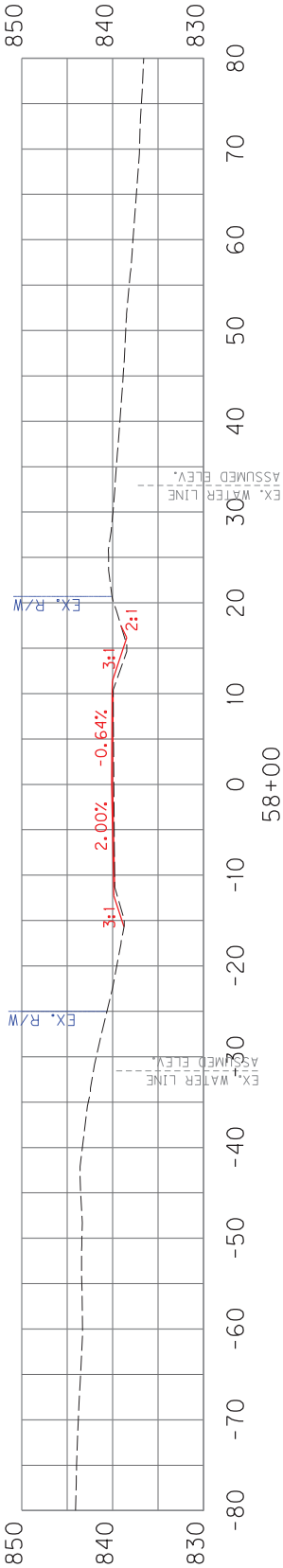


COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	

FILE NAME: C:\PWORKING\EA\ST01\VD3497842\KY 227 CROSS SECTIONS.DGN

USER: ACADULL  
DATE PLOTTED: October 3, 2023

MicroStation v8.11.9.919



① SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

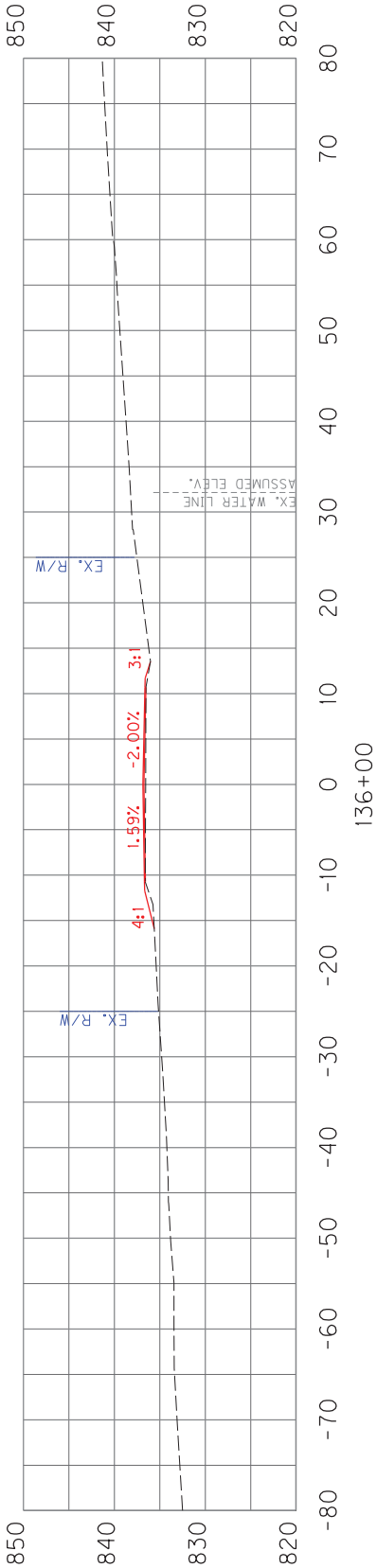
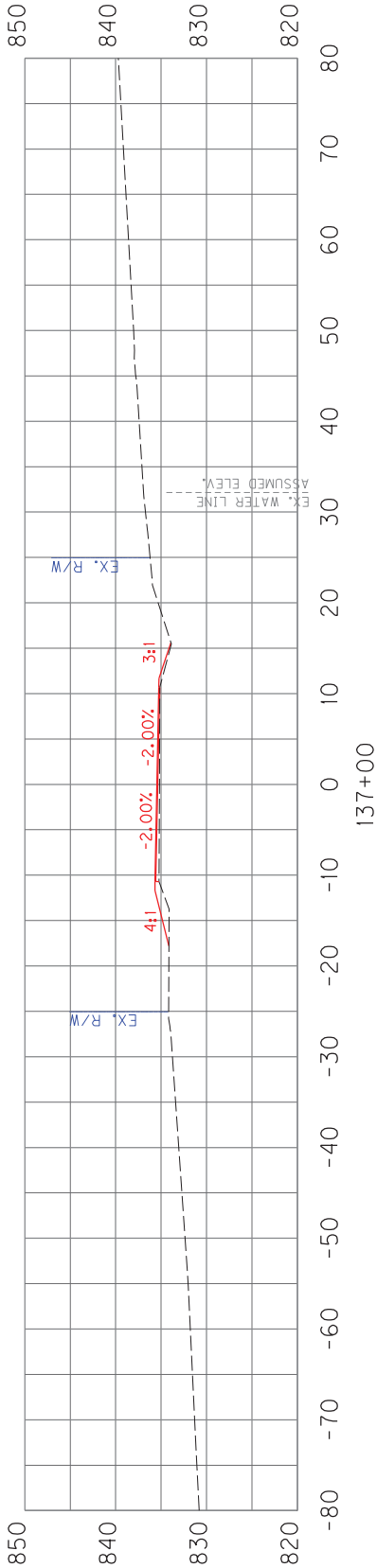
KY 227 - CURVE 4  
SUPERELEVATION CROSS SECTION  
STA. 57+00 TO STA. 58+00

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	

FILE NAME: C:\PWORKING\EA\ST01\03497842\KY 227 CROSS SECTIONS.DGN

USER: ACAUDILL  
DATE PLOTTED: October 3, 2023

MicroStation v8.11.9.919

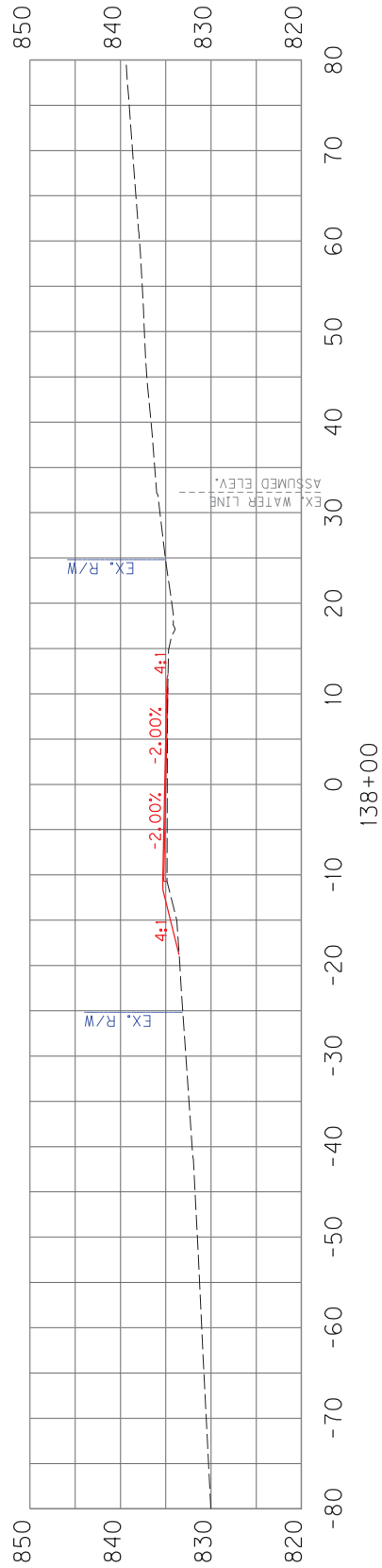
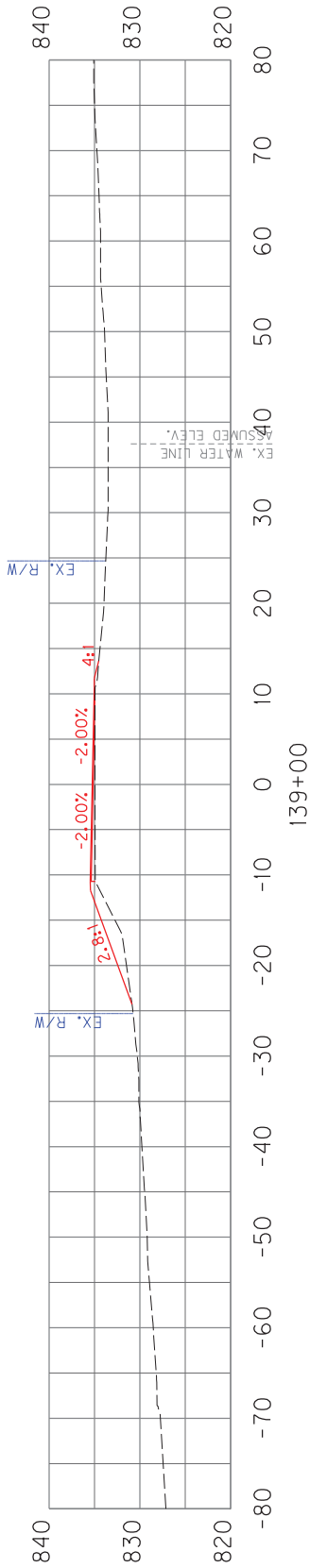
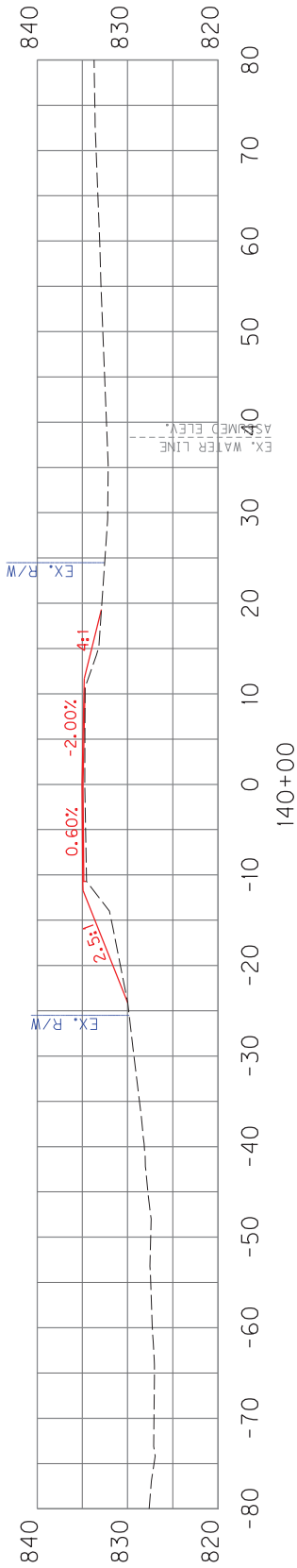


① SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

KY 227 - CURVE 9  
SUPERELEVATION CROSS SECTION  
STA. 136+00 TO STA. 137+00

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	



FILE NAME: C:\PWORKING\EA\ST01\03497842\KY 227 CROSS SECTIONS.DGN

USER: ACADELL  
DATE PLOTTED: October 3, 2023

MicroStation v8.11.9.919

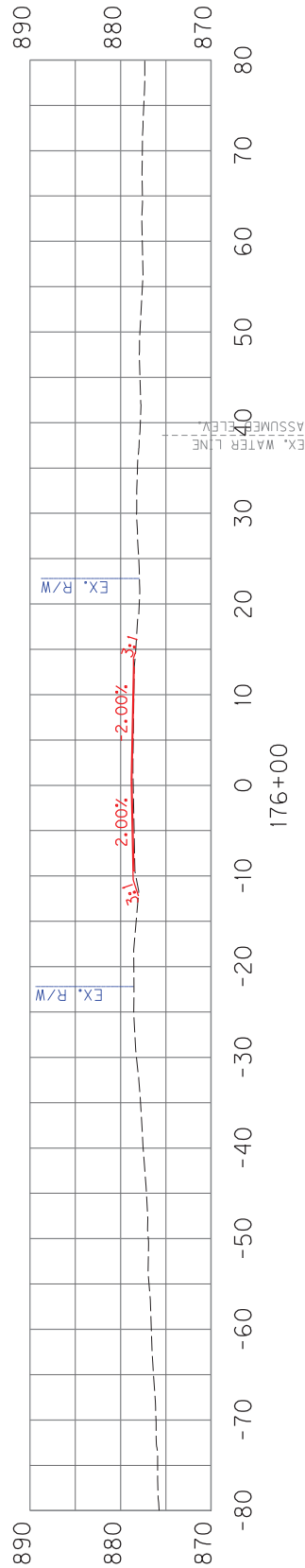
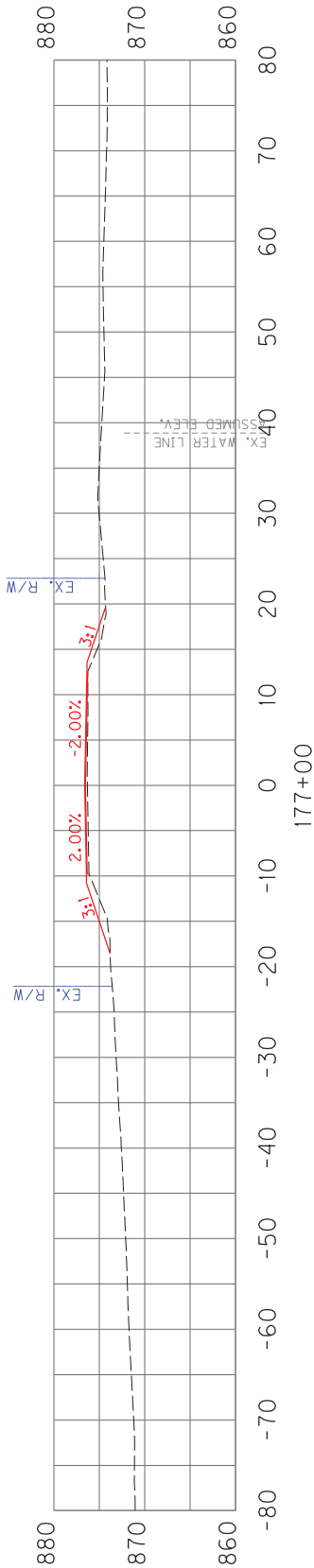
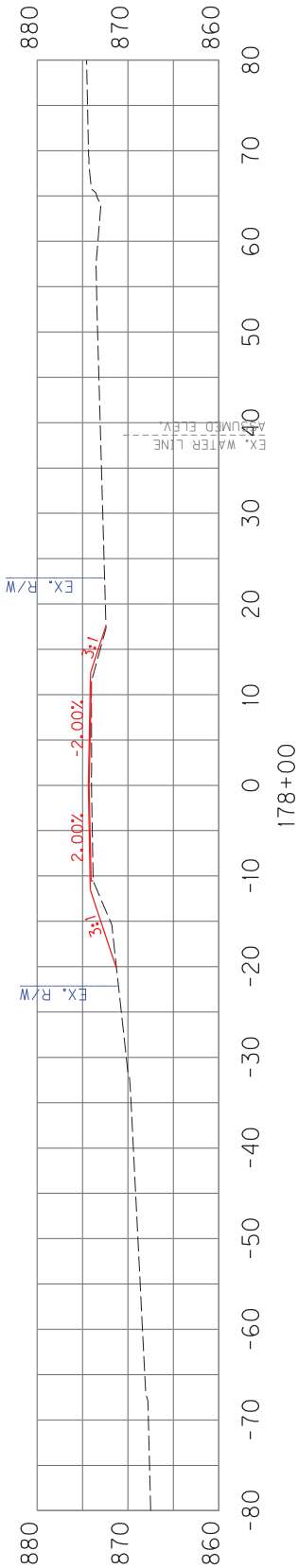
1 SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

KY 227 - CURVE 9  
SUPERELEVATION CROSS SECTION  
STA.138+00 TO STA.140+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	



1 SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

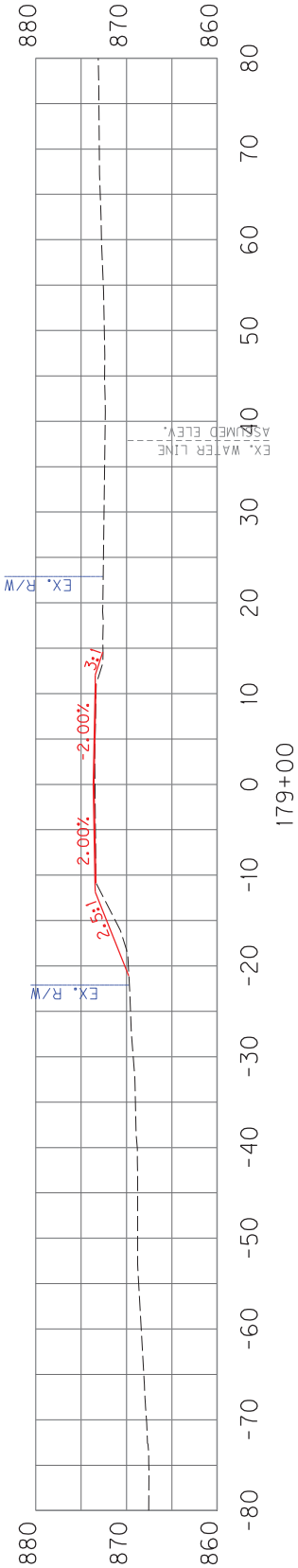
KY 227 - MP 3.4  
SUPERELEVATION CROSS SECTION  
STA.176+00 TO STA.178+00

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	

FILE NAME: C:\PWORKING\EA\STOI\03497842\KY 227 CROSS SECTIONS.DGN

USER: ACAUDILL  
DATE PLOTTED: October 3, 2023

MicroStation v8.11.9.919



① SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

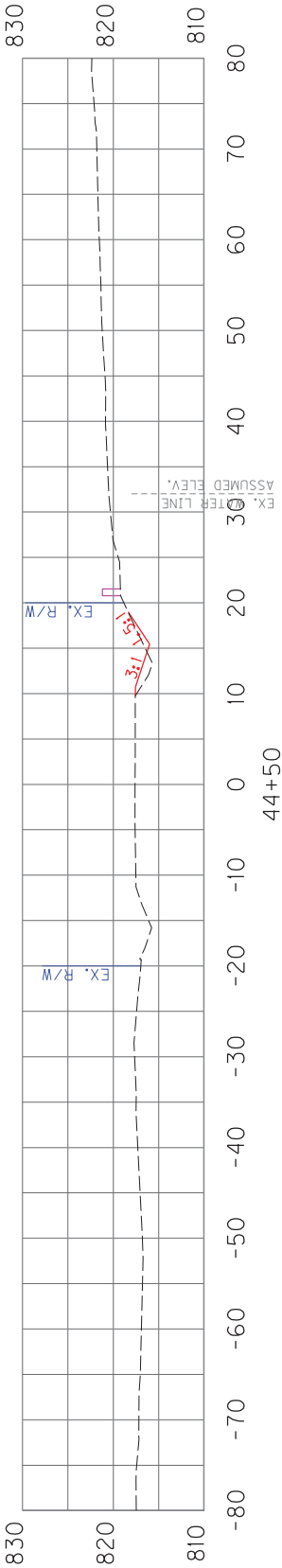
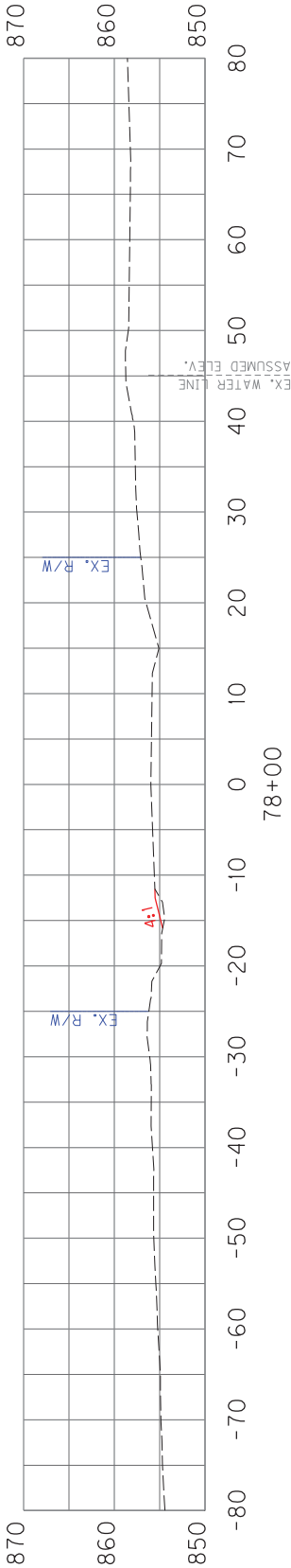
KY 227 - MP 3.4  
SUPERELEVATION CROSS SECTION  
STA.179+00 TO STA.179+00

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	1

FILE NAME: C:\PWORKING\EA\ST01\03497842\KY 227 CROSS SECTIONS.DGN

USER: ACAUDILL  
DATE PLOTTED: October 3, 2023

MicroStation v8.11.9.919



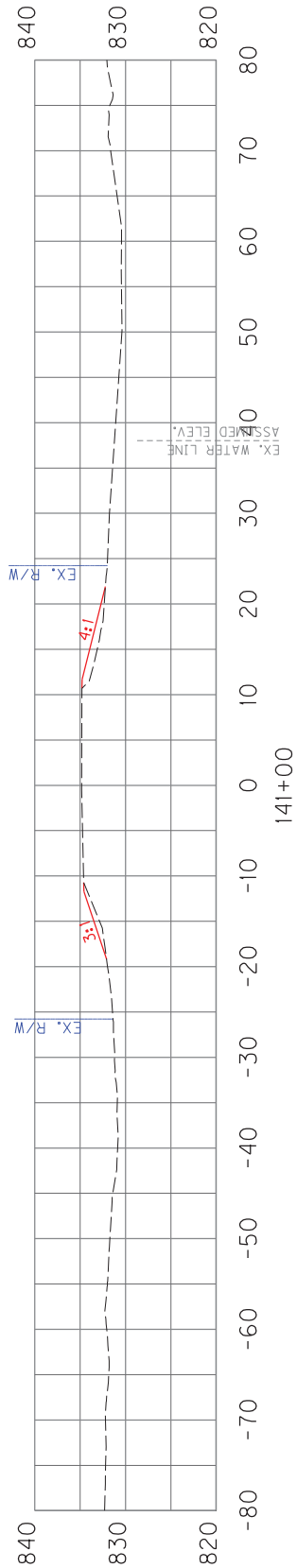
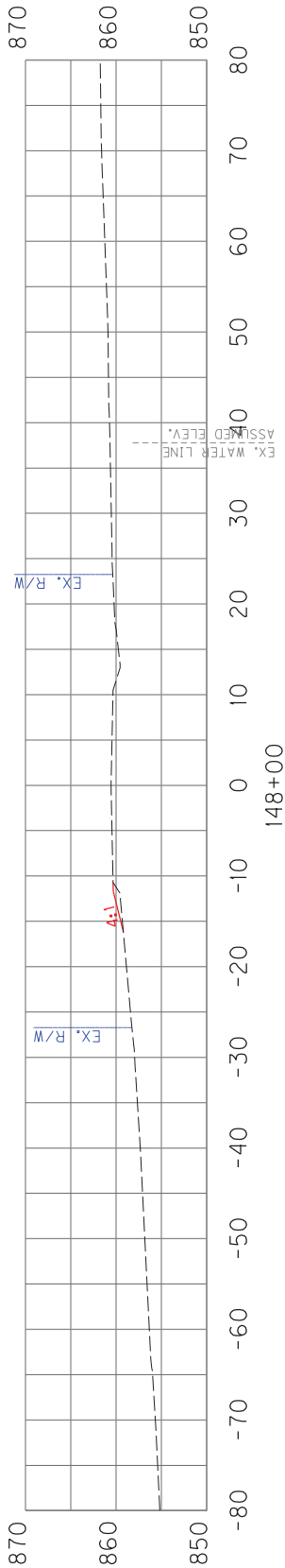
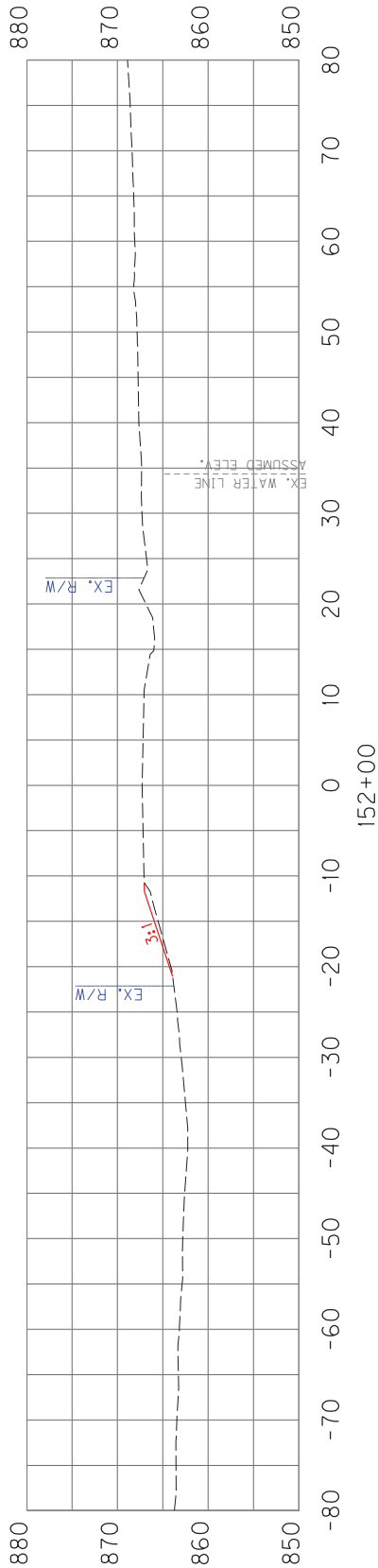
① SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

KY 227  
SHOULDER & DITCH CONSTRUCTION  
STA. 44+50 TO STA. 78+00



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	2

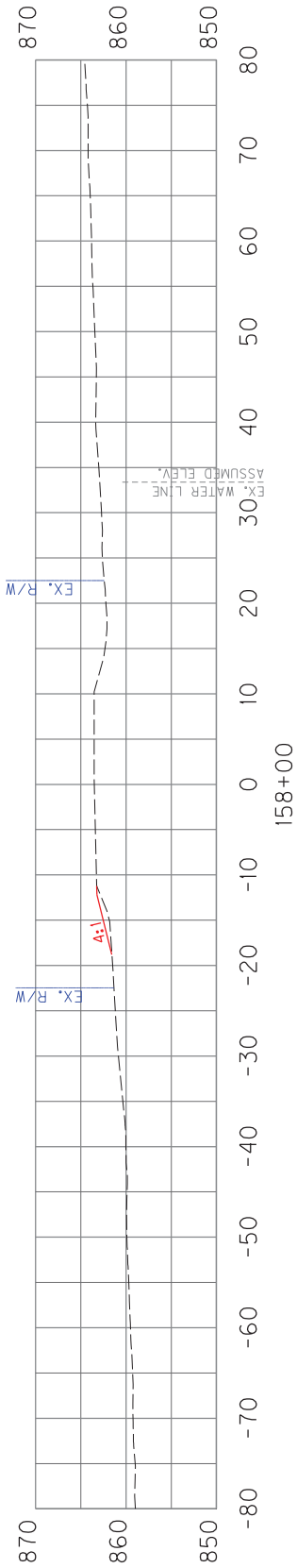
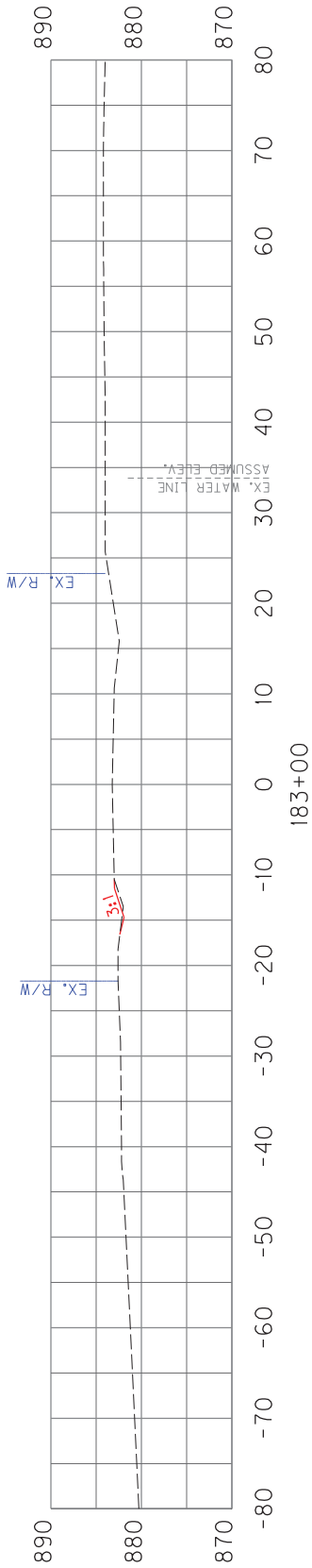
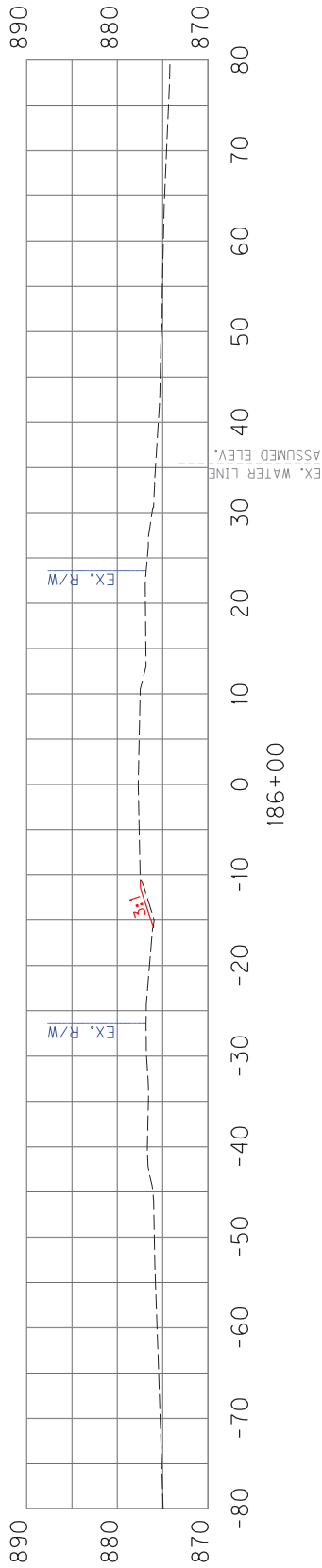


① SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

KY 227  
SHOULDER & DITCH CONSTRUCTION  
STA. 141+00 TO STA. 152+00

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	3



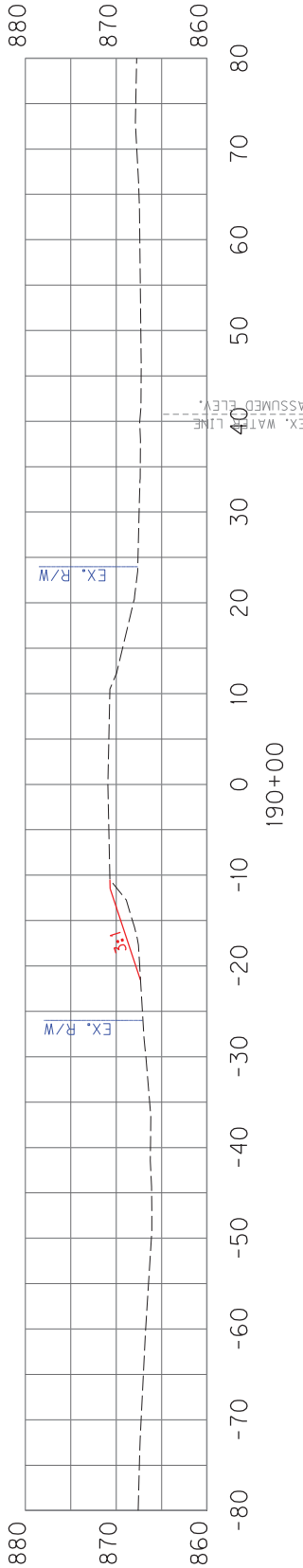
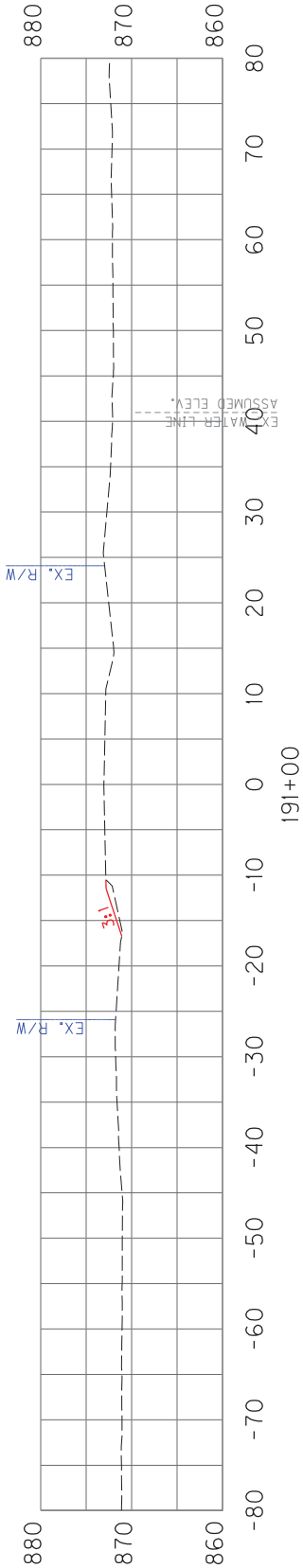
1 SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

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

SHOULDER & DITCH CONSTRUCTION  
STA. 158+00 TO STA. 186+00

KY 227

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	4



① SEE SHOULDER AND DITCH CONSTRUCTION  
AND EMBANKMENT DETAIL SHEET FOR  
FURTHER INFORMATION

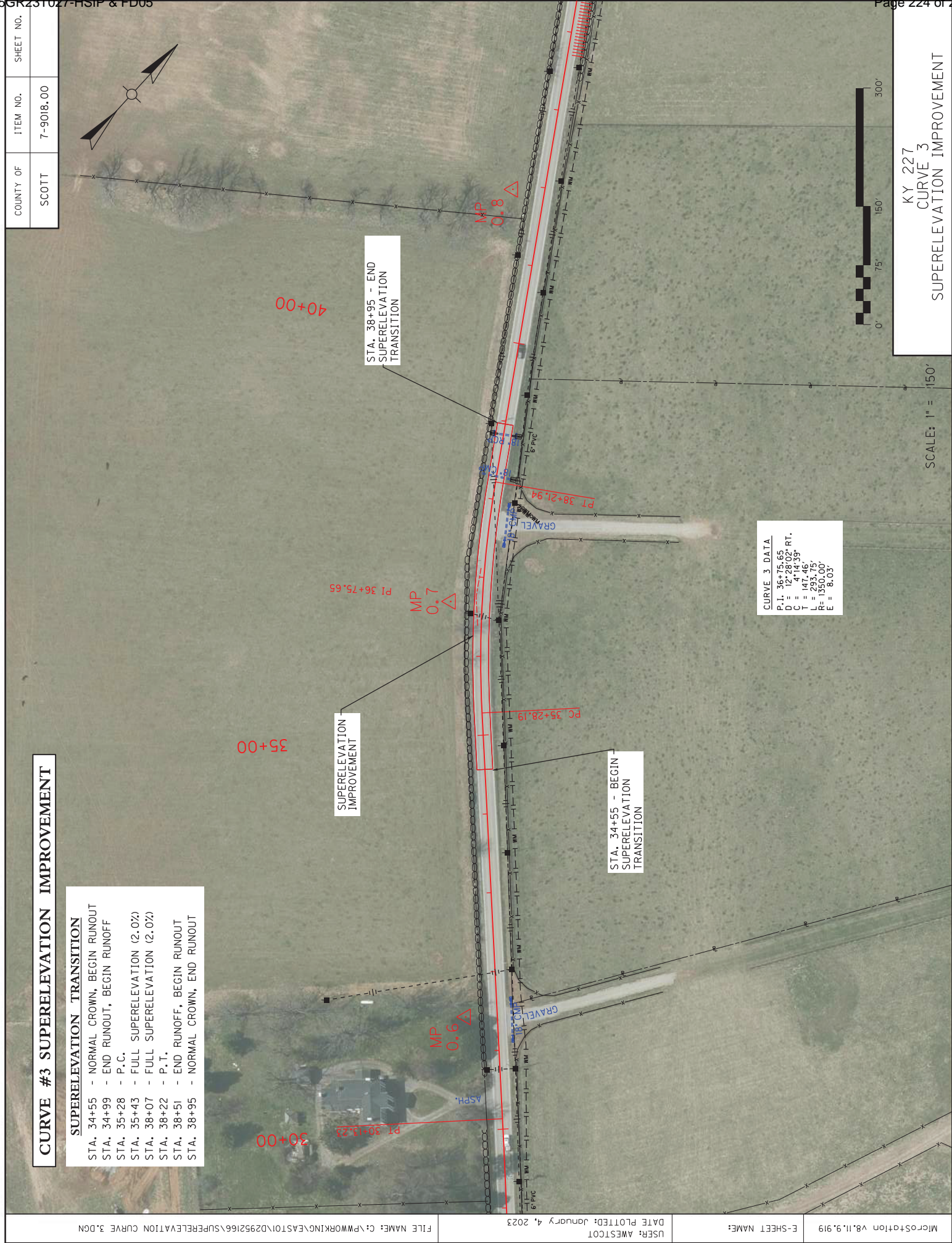
SHOULDER & DITCH CONSTRUCTION  
STA. 190+00 TO STA. 191+00

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

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	

CURVE #3 SUPERELEVATION IMPROVEMENT

SUPERELEVATION TRANSITION	
STA. 34+55	- NORMAL CROWN, BEGIN RUNOUT
STA. 34+99	- END RUNOUT, BEGIN RUNOFF
STA. 35+28	- P.C.
STA. 35+43	- FULL SUPERELEVATION (2.0%)
STA. 38+07	- FULL SUPERELEVATION (2.0%)
STA. 38+22	- P.T.
STA. 38+51	- END RUNOFF, BEGIN RUNOUT
STA. 38+95	- NORMAL CROWN, END RUNOUT



CURVE 3 DATA	
P.I.	36+75.65
D	12°28'02" RT.
C	4°14'39"
L	147.46'
R	293.75'
E	1350.00'
E	8.03'



KY 227  
CURVE 3  
SUPERELEVATION IMPROVEMENT

SCALE: 1" = 150'

FILE NAME: C:\PWORKING\EA\STOI\2952166\SUPERELEVATION CURVE 3.DGN

USER: AMESCOT  
DATE PLOTTED: January 4, 2023

E-SHEET NAME:

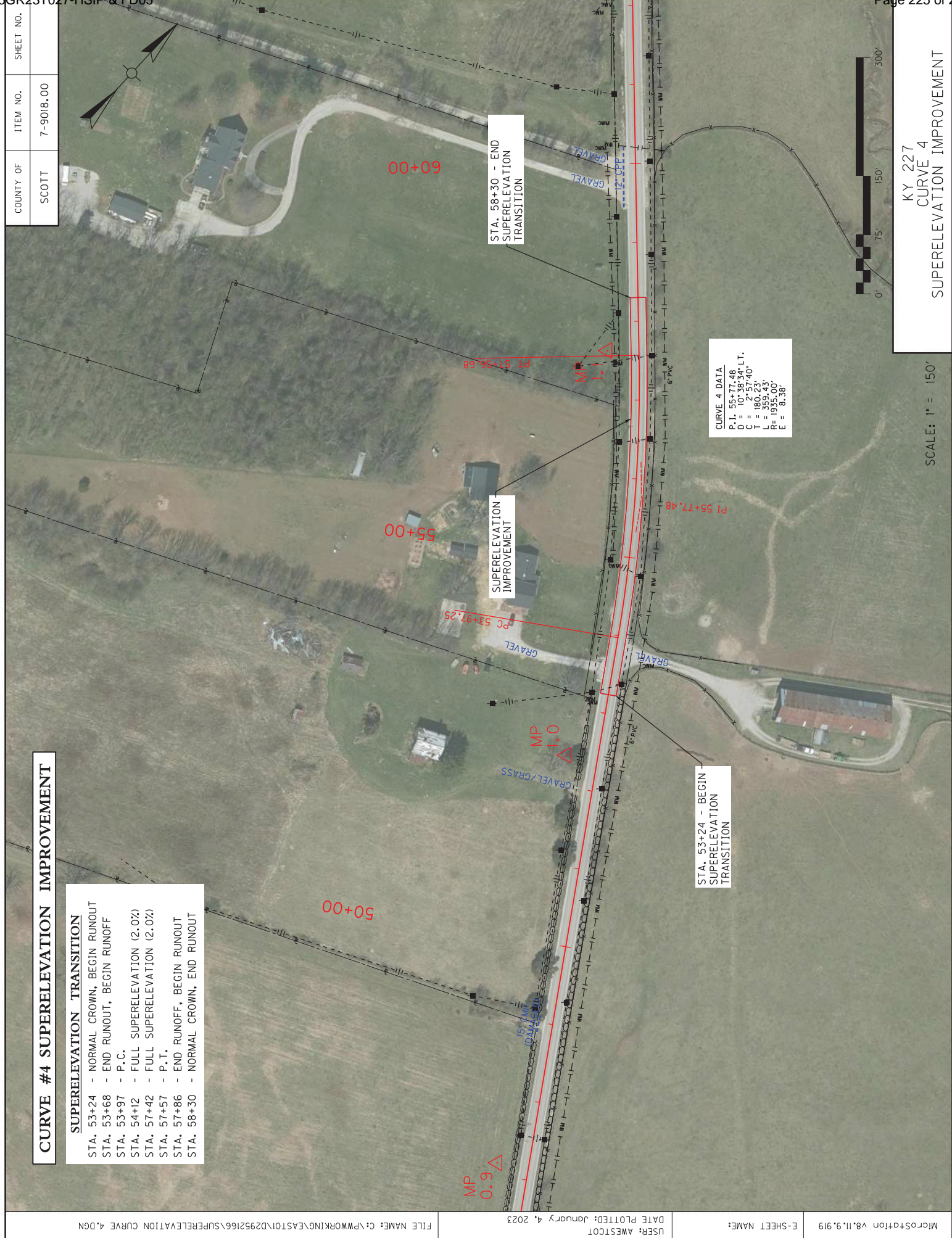
MicroStation v8.11.9.919



COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	

CURVE #4 SUPERELEVATION IMPROVEMENT

SUPERELEVATION TRANSITION	
STA. 53+24	- NORMAL CROWN, BEGIN RUNOUT
STA. 53+68	- END RUNOUT, BEGIN RUNOFF
STA. 53+97	- P.C.
STA. 54+12	- FULL SUPERELEVATION (2.0%)
STA. 57+42	- FULL SUPERELEVATION (2.0%)
STA. 57+57	- P.T.
STA. 57+86	- END RUNOFF, BEGIN RUNOUT
STA. 58+30	- NORMAL CROWN, END RUNOUT

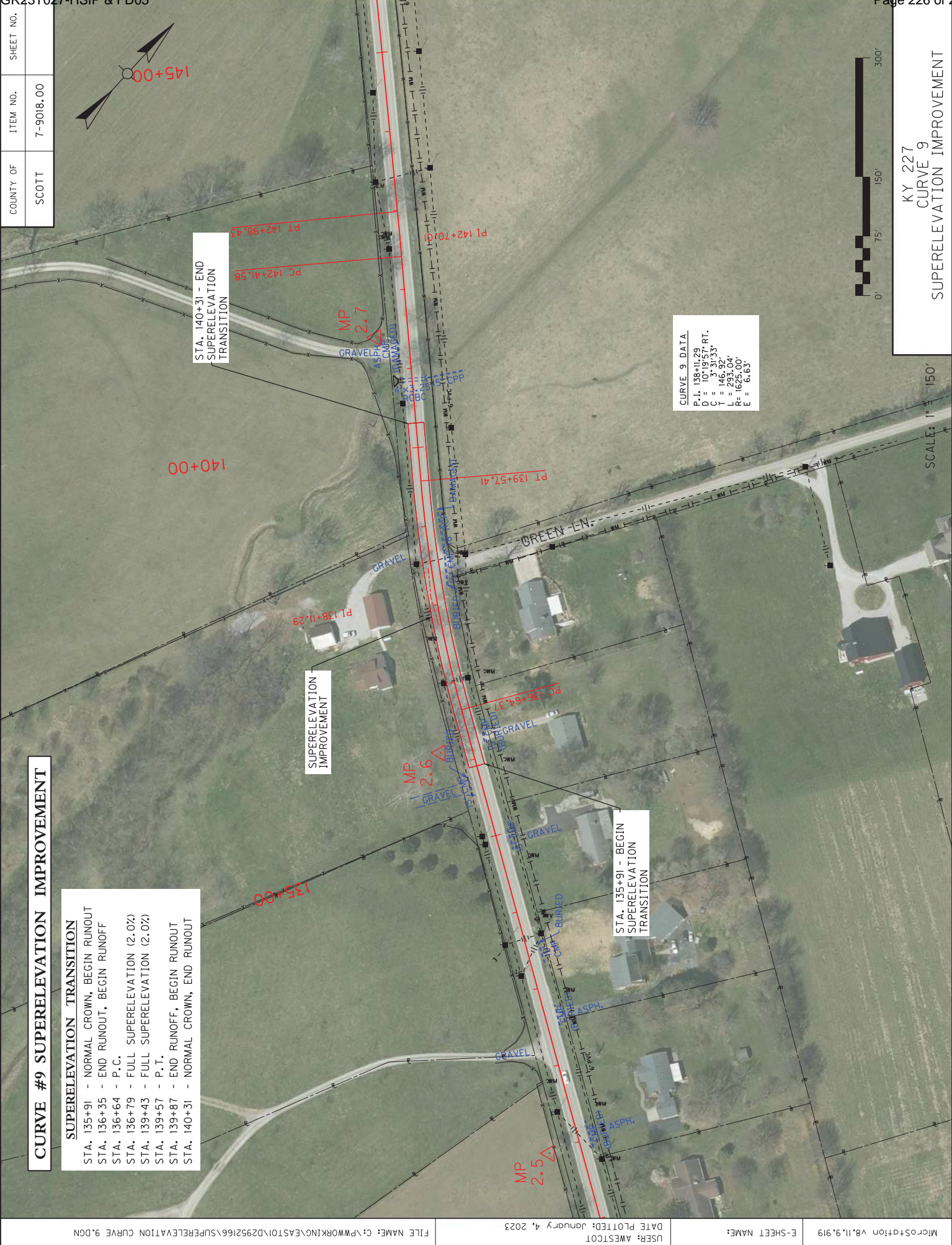


1" = 150'

0' 75' 150' 300'

KY 227  
CURVE 4  
SUPERELEVATION IMPROVEMENT





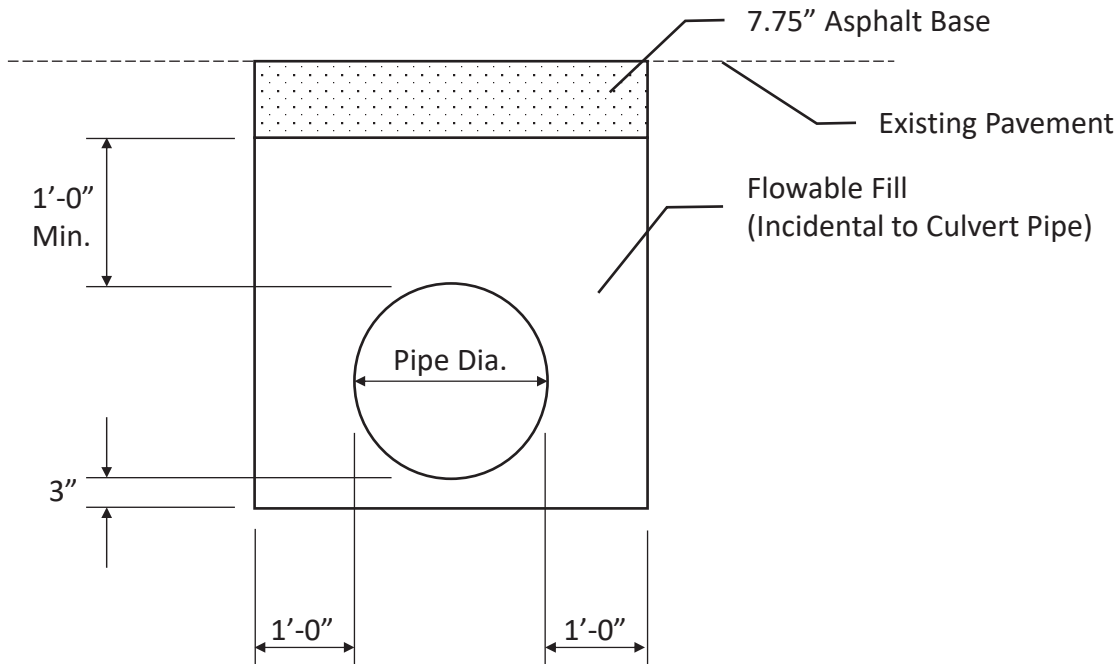
CURVE #9 SUPERELEVATION IMPROVEMENT

SUPERELEVATION TRANSITION	
STA. 135+91	- NORMAL CROWN, BEGIN RUNOUT
STA. 136+35	- END RUNOUT, BEGIN RUNOFF
STA. 136+64	- P.C.
STA. 136+79	- FULL SUPERELEVATION (2.0%)
STA. 139+43	- FULL SUPERELEVATION (2.0%)
STA. 139+57	- P.T.
STA. 139+87	- END RUNOFF, BEGIN RUNOUT
STA. 140+31	- NORMAL CROWN, END RUNOUT

COUNTY OF	ITEM NO.	SHEET NO.
SCOTT	7-9018.00	

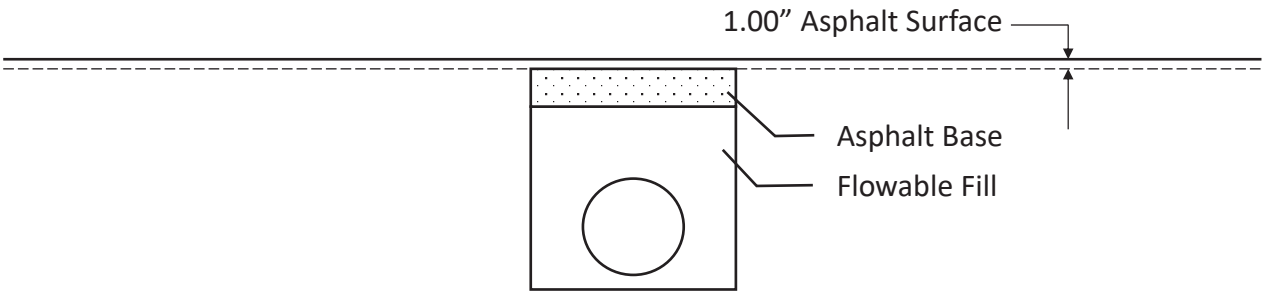
KY 227  
CURVE 9  
SUPERELEVATION IMPROVEMENT

CULVERT PIPE REPLACEMENT DETAIL

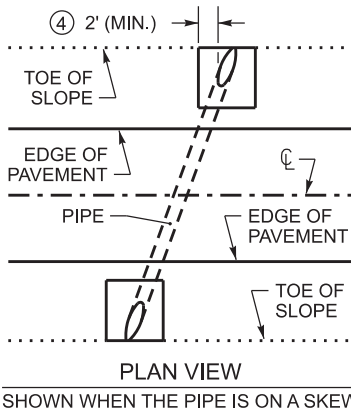
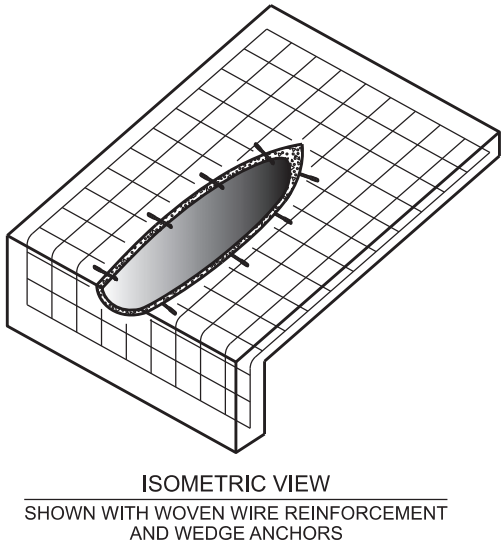
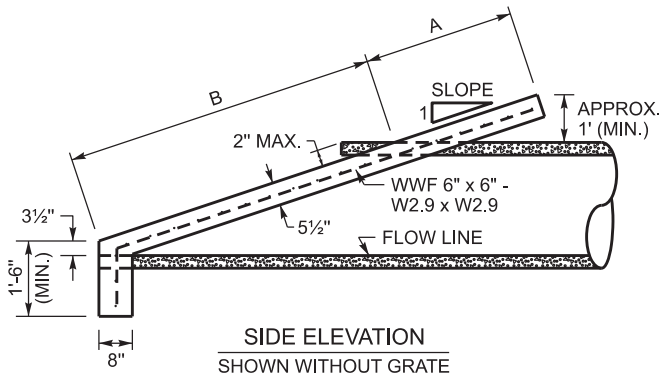
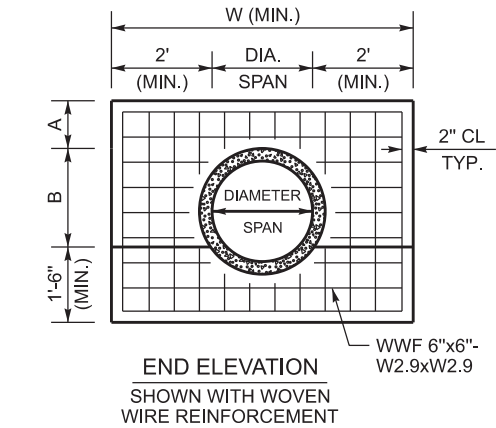


Culvert Pipe Replacements – Initial Backfill

Culvert Pipe Replacements shall be constructed according to the Initial Backfill detail shown above, or as directed by the Engineer. Allow the asphalt base to be exposed to traffic a minimum of 14 days to allow for settlement before placing the asphalt surface.







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

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

DIMENSIONS AND CONCRETE QUANTITIES (FOR PIPE WITH SKEW = 0°) ④													
PIPE SIZE	3:1 SLOPE				4:1 SLOPE				6:1 SLOPE				GRATE REQUIRED
	A	B	W	CU. YDS. CONCRETE	A	B	W	CU. YDS. CONCRETE	A	B	W	CU. YDS. CONCRETE	
15"	3'	3'-7½"	5'-3"	0.79	4'	4'-8¾"	5'-3"	0.97	6'	6'-11¼"	5'-3"	1.35	NO
18"	3'	4'-5¾"	5'-6"	0.89	4'	5'-10"	5'-6"	1.10	6'	8'-7¼"	5'-6"	1.54	NO
24"	3'	6'-2½"	6'-0"	1.11	4'	8'-1"	6'-0"	1.38	6'	11'-11"	6'-0"	1.93	SEE ⑨
30"	3'	7'-10¾"	6'-6"	1.33	4'	10'-3¾"	6'-6"	1.67	6'	15'-2½"	6'-6"	2.35	SEE ⑨

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

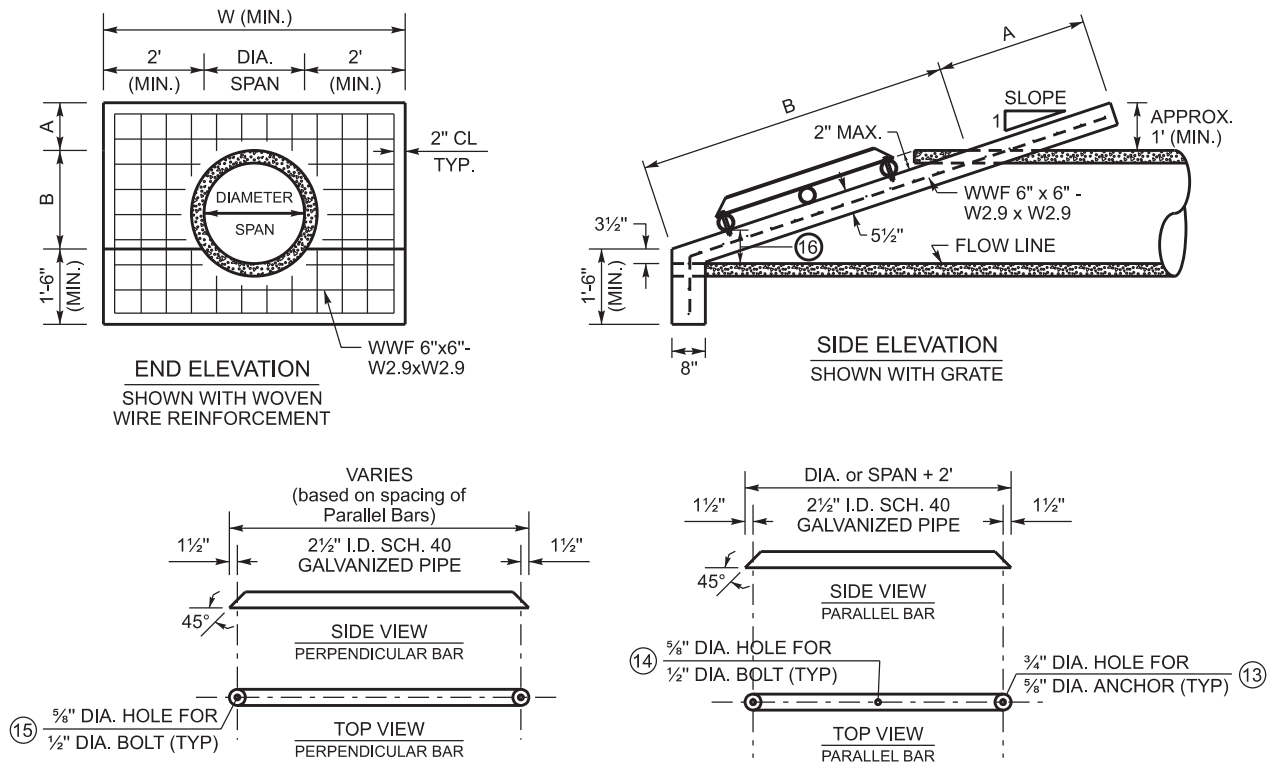
BID ITEM AND UNIT TO BID FOR PIPES BETWEEN 15 - 42 INCHES:  
SLOPED & MITERED HEADWALL - \_ IN EACH

BID ITEM AND UNIT TO BID FOR PIPES LARGER THAN 42 INCHES:  
HEADWALL (SLOPED & MITERED FOR \_ INCH PIPE) EACH

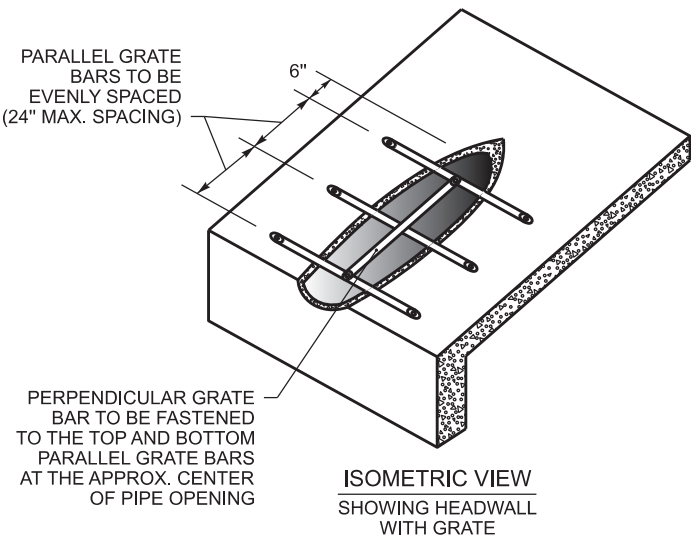
NOT TO SCALE

SLOPED & MITERED  
CONCRETE HEADWALL  
(SHEET 1 OF 2)





PIPE FOR GRATE DETAILS  
SEE NOTE 9 TO DETERMINE IF GRATE IS REQUIRED



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

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

DIMENSIONS AND CONCRETE QUANTITIES (FOR PIPE WITH SKEW = 0°) ④													
PIPE SIZE	3:1 SLOPE				4:1 SLOPE				6:1 SLOPE				GRATE REQUIRED
	A	B	W	CU. YDS. CONCRETE	A	B	W	CU. YDS. CONCRETE	A	B	W	CU. YDS. CONCRETE	
36"	3'	9'-7½"	7'-0"	1.57	4'	12'-6½"	7'-0"	1.98	6'	18'-6"	7'-0"	2.80	YES
42"	3'	11'-4"	7'-6"	1.83	4'	14'-9¼"	7'-6"	2.31	6'	21'-9½"	7'-6"	3.27	YES
48"	3'	12'-11"	8'-0"	2.07	4'	16'-10"	8'-0"	2.40	6'	24'-10"	8'-0"	3.33	YES

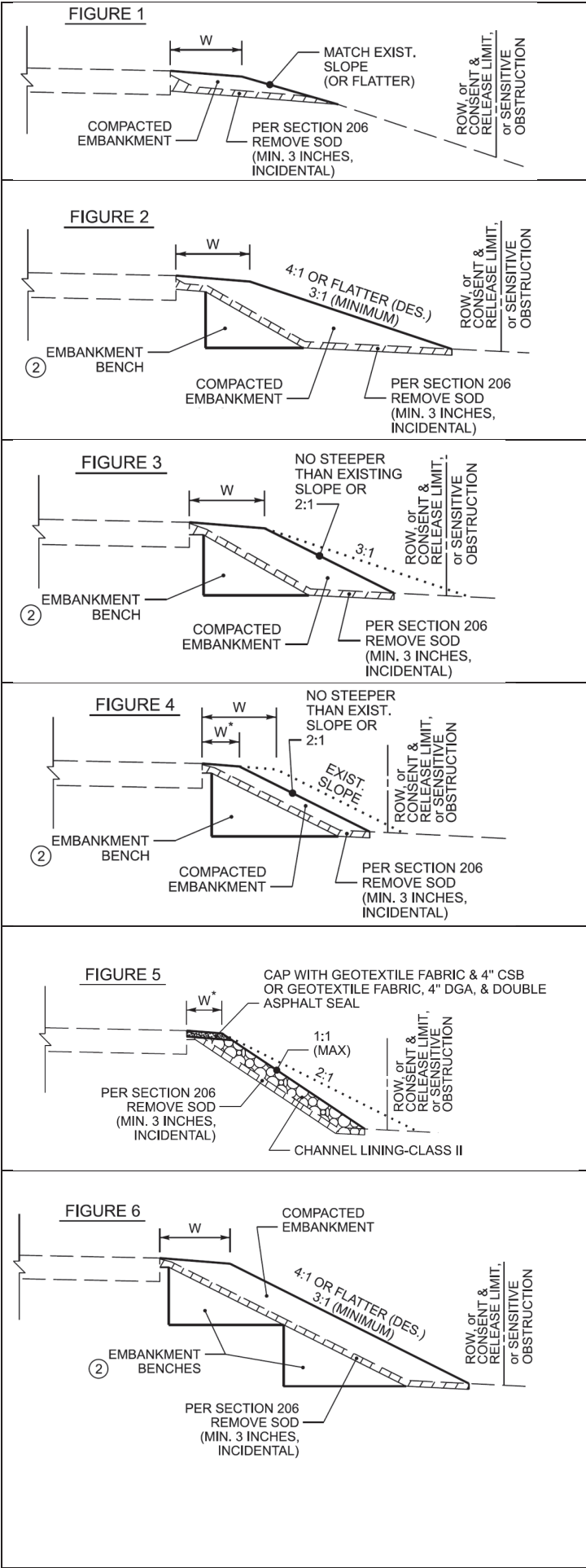
++ SEE SHEET 1 FOR DIMENSIONS OF HEADWALLS FOR PIPE 30" DIAMETER & LESS ++

BID ITEM AND UNIT TO BID FOR PIPES BETWEEN 15 - 42 INCHES:  
SLOPED & MITERED HEADWALL - \_ IN EACH

BID ITEM AND UNIT TO BID FOR PIPES LARGER THAN 42 INCHES:  
HEADWALL (SLOPED & MITERED FOR \_ INCH PIPE) EACH

NOT TO SCALE

SLOPED & MITERED  
CONCRETE HEADWALL  
(SHEET 2 OF 2)



- ~NOTES~**
- Shoulder and Ditch Construction Bid Items and Units to bid:
- Bid Item 2230 Embankment in Place – CUYD
  - Bid Item 2200 Roadway Excavation – CUYD
1. The bid items listed above for Shoulder and Ditch Construction shall consist of any and all necessary clearing and grubbing, grading, and/or shaping of the existing shoulder, ditch, and/or roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions, as detailed on the Typical Sections. Final payment will be based on the actual CUYDs of embankment and/or excavation performed, and will include all work and incidentals necessary to perform the Shoulder and Ditch Construction according to these details, notes, and other information found elsewhere in the proposal or Standard Specifications. In the case of a discrepancy, refer to Section 105.05 of the Standard Specifications. Depending on the existing conditions encountered, Shoulder and Ditch Construction may also include, but is not limited to:
- Providing additional earth material and grading, shaping, and compacting the earth material to achieve the dimensions shown on the Typical Sections. Compact material according to Section 206 of the Standard Specifications.  
Note: Additional earth material provided shall be suitable for vegetation growth.
  - Excavating and removing excess material to achieve the dimensions shown on the Typical Sections.
  - Embankment benching.
2. Embankment benching will be required when the existing groundline has an incline greater than 15% (Approx. 6:1). Excavation of benches shall be measured as Embankment in Place. The following are guidelines for embankment benching used in conjunction with the bid items for Shoulder and Ditch Construction:
- The typical height (or rise) is 1' to 6'.
  - The typical width (or run) will vary based on the height of the bench.
  - Multiple small benches may be used, and may be more advantageous as this will require processing less earthwork and may help avoid any existing underground utilities.
3. As shown in **Figure 1**, in some situations, minor shouldering, with minimal additional earth material, may be all that is required to reshape the earth shoulder to the proposed width and bring it flush with the edge of pavement.
4. As shown in **Figure 2**, most situations will require additional earth material to achieve the proposed earth shoulder width. It is desired that the resulting fill slope be installed as flat as possible and shall remain within the Right-of-Way and/or any Consent & Release areas obtained by KYTC noted in the proposal, while also avoiding any sensitive obstructions.
5. As shown in **Figure 3**, if a 3:1 fill slope will result in the toe of slope extending beyond the Right-of-Way or outside of a Consent & Release area obtained by KYTC noted in the proposal, or will impact a sensitive obstruction, then the fill slope may be installed steeper than 3:1, but no steeper than the existing fill slope, or a 2:1, whichever is flatter.
6. As shown in **Figure 4**, if matching the existing fill slope or installing a 2:1 fill slope (whichever is flatter) still results in the toe of slope extending beyond the Right-of-Way or outside of a Consent & Release area obtained by KYTC noted in the proposal, or still impacts a sensitive obstructions, then the proposed earth shoulder width may be reduced so that the resulting toe of slope will remain within the Right-of-Way or Consent & Release area, and/or not impact the sensitive obstruction.
7. As shown in **Figure 5**, if the existing fill slope is steeper than 2:1 and there is not enough space to install a 2:1 fill slope without extending beyond the Right-of-Way or outside of a Consent & Release area obtained by KYTC noted in the proposal, and/or impacts a sensitive obstructions, then Class II Channel Lining may be installed along the steep existing slope in order to establish a width of aggregate shoulder. These locations will be noted in the proposal. The Channel Lining is to be capped with Geotextile Fabric Class 1 and 4" of crushed stone base or 4" of DGA with Double Asphalt Seal Coat.
8. As shown in **Figure 6**, as the height of the fill increases, multiple embankment benches may be required. Refer to Note 2 for more information about embankment benching.

See Sheet 2 for Notes 9 through 13.

FIGURE 7

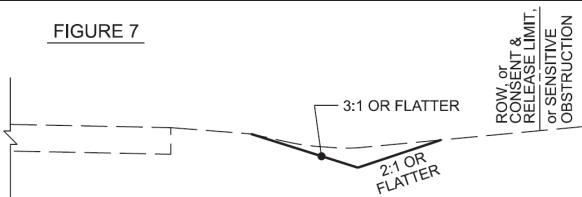


FIGURE 8

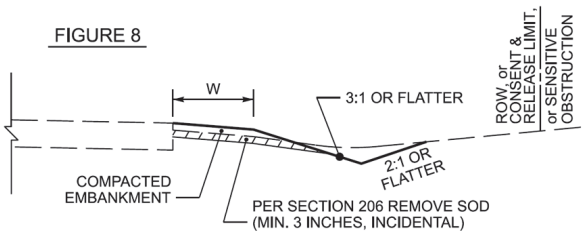


FIGURE 9

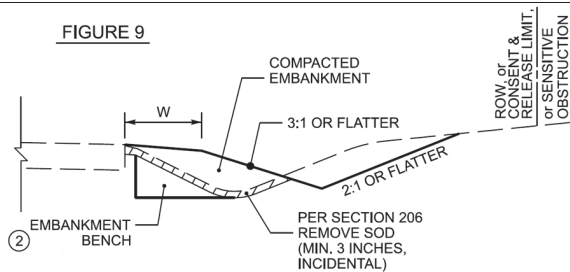


FIGURE 10

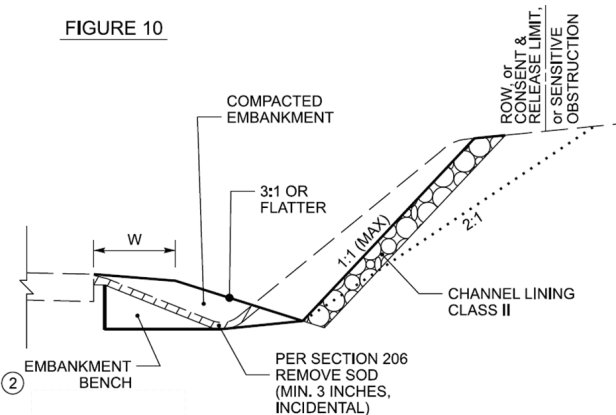
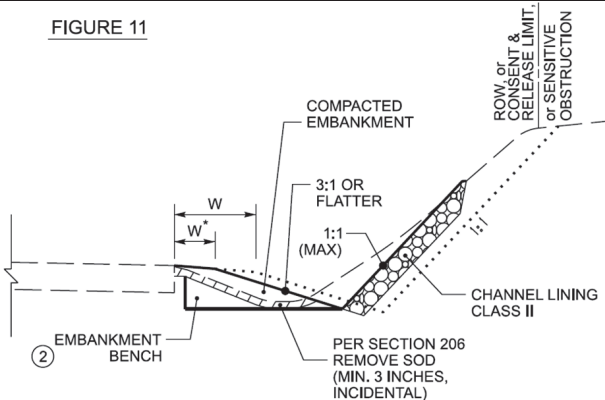


FIGURE 11



~NOTES~

Shoulder and Ditch Construction Bid Items and Units to bid:

- Bid Item 2230 Embankment in Place – CUYD
- Bid Item 2200 Roadway Excavation – CUYD

1. The bid items listed above for Shoulder and Ditch Construction shall consist of any and all necessary clearing and grubbing, grading, and/or shaping of the existing shoulder, ditch, and/or roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions, as detailed on the Typical Sections. Final payment will be based on the actual CUYDs of embankment and/or excavation performed, and will include all work and incidentals necessary to perform the Shoulder and Ditch Construction according to these details, notes, and other information found elsewhere in the proposal or Standard Specifications. In the case of a discrepancy, refer to Section 105.05 of the Standard Specifications. Depending on the existing conditions encountered, Shoulder and Ditch Construction may also include, but is not limited to:

- Providing additional earth material and grading, shaping, and compacting the earth material to achieve the dimensions shown on the Typical Sections. Compact material according to Section 206 of the Standard Specifications. Note: Additional earth material provided shall be suitable for vegetation growth.
- Excavating and removing excess material to achieve the dimensions shown on the Typical Sections.
- Embankment benching.

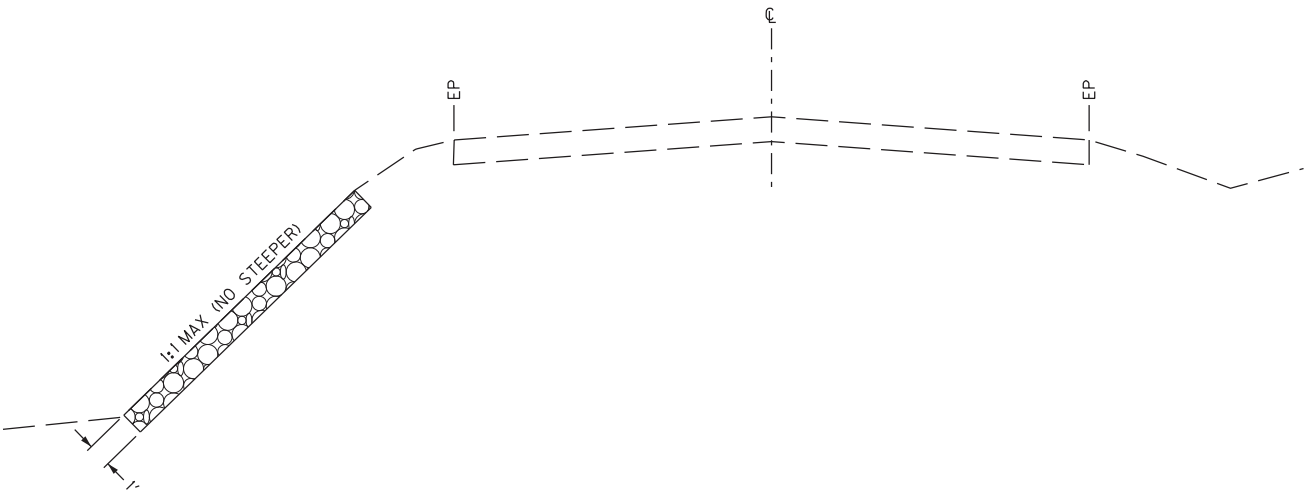
- ② Embankment benching will be required when the existing groundline has an incline greater than 15% (Approx. 6:1). Excavation of benches shall be measured as Embankment in Place. The following are guidelines for embankment benching used in conjunction with the bid items for Shoulder and Ditch Construction:

- The typical height (or rise) is 1' to 6'.
- The typical width (or run) will vary based on the height of the bench.
- Multiple small benches may be used, and may be more advantageous as this will require processing less earthwork and may help avoid any existing underground utilities.

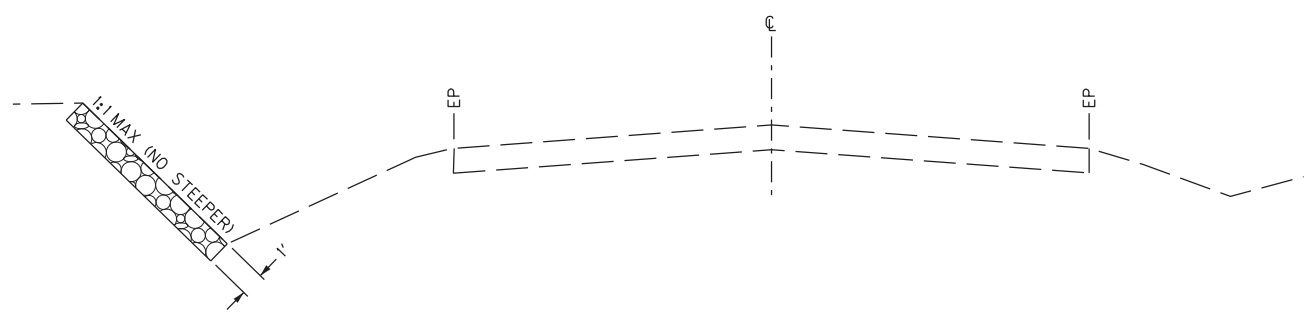
See Sheet 1 for Notes 3 through 8.

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

COUNTY OF	ITEM NO.	SHEET NO.



**PROTECTION DETAIL FOR EMBANKMENT FILL SLOPE**



**PROTECTION DETAIL FOR DITCH BACKSLOPE**

**NOTES:**

1. SEE CHANNEL LINING SUMMARY FOR APPROXIMATE LOCATIONS OF SLOPE PROTECTION.
2. FINAL LOCATIONS TO BE DETERMINED BY THE ENGINEER.
3. EXCAVATION IS INCIDENTAL TO THE PLACEMENT OF THE CHANNEL LINING.

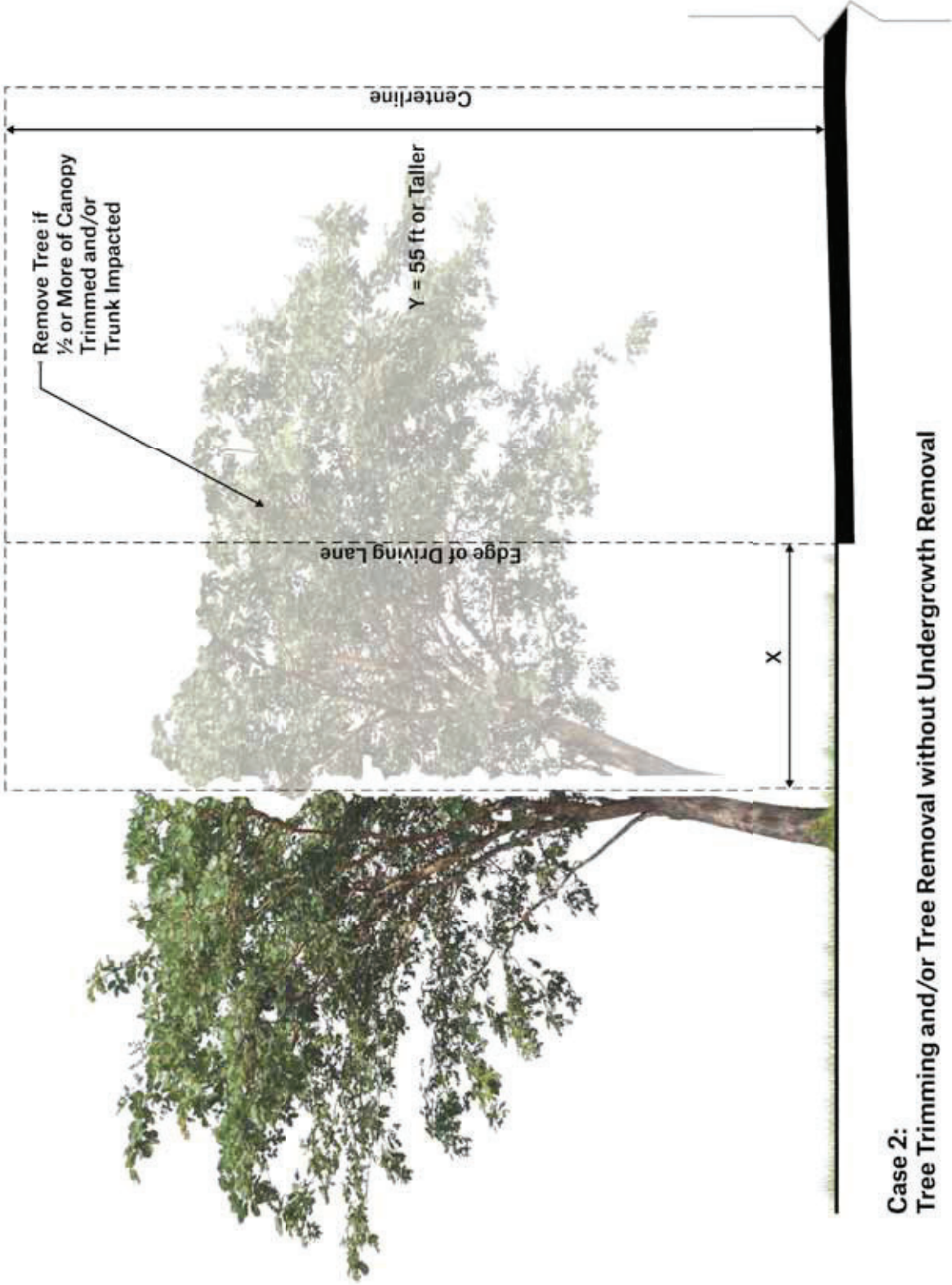




Case 1:  
Tree Trimming without Undergrowth Removal

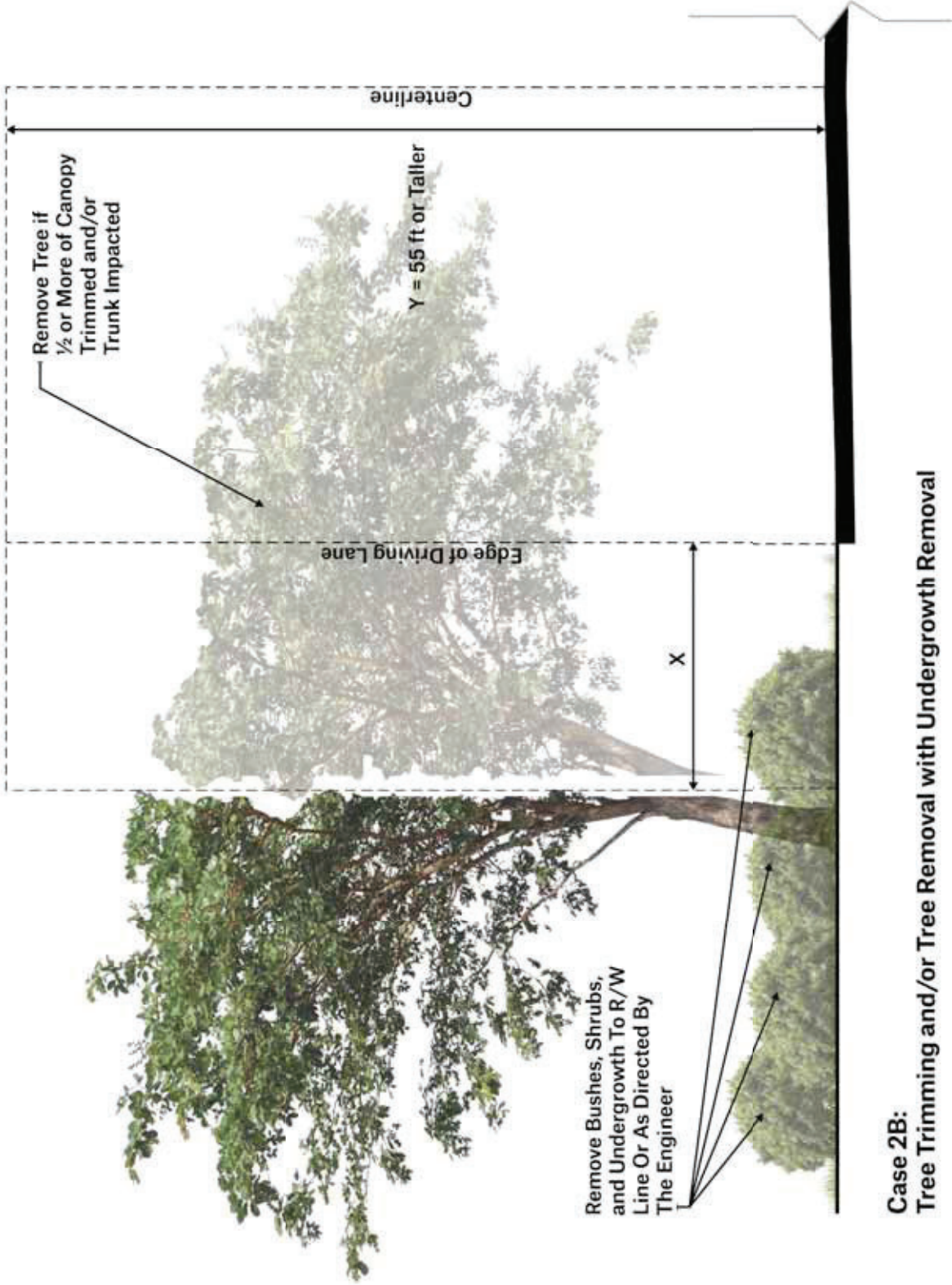


**Case 1B:**  
**Tree Trimming with Undergrowth Removal**



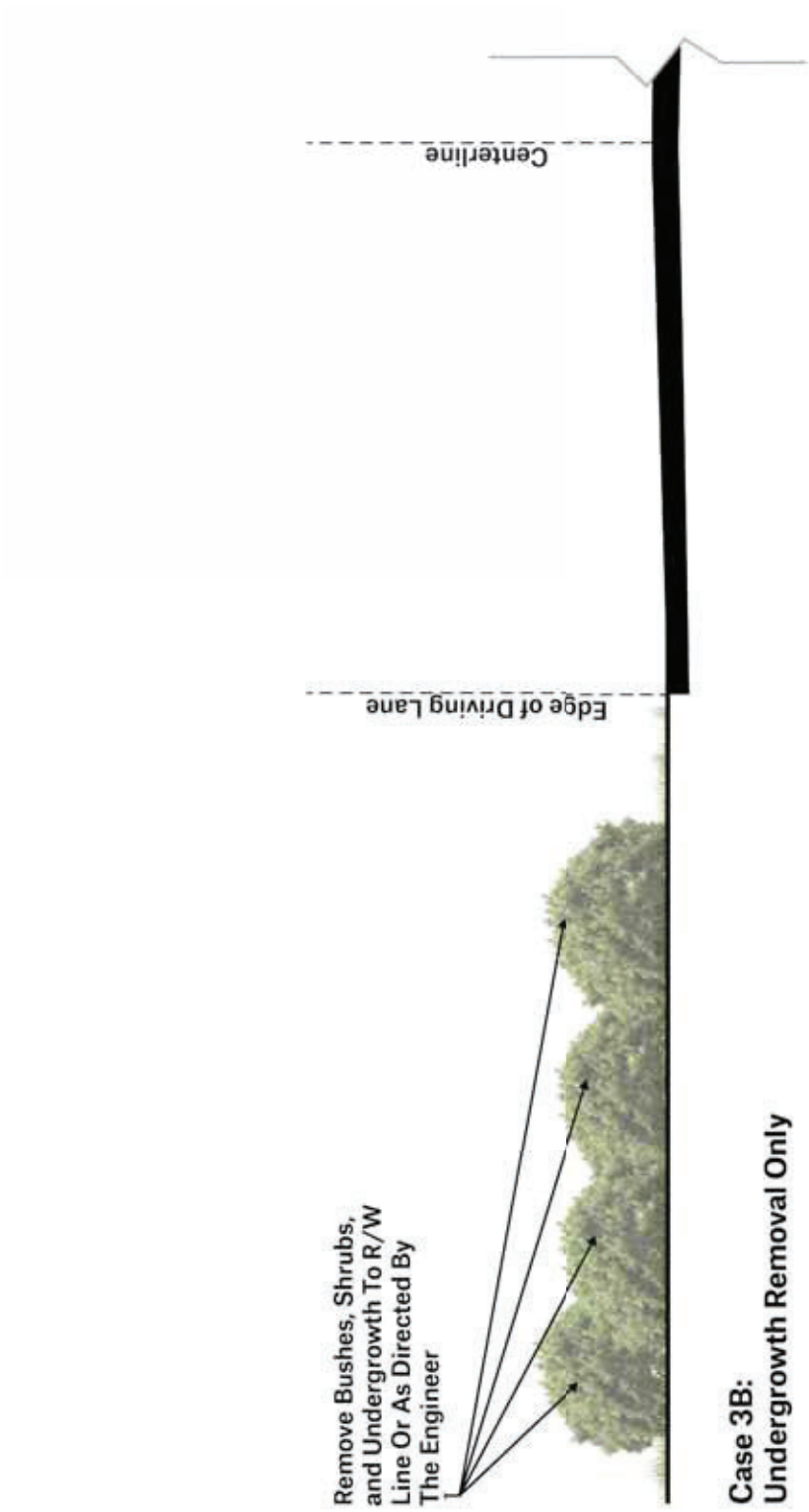
**Case 2:**  
**Tree Trimming and/or Tree Removal without Undergrowth Removal**



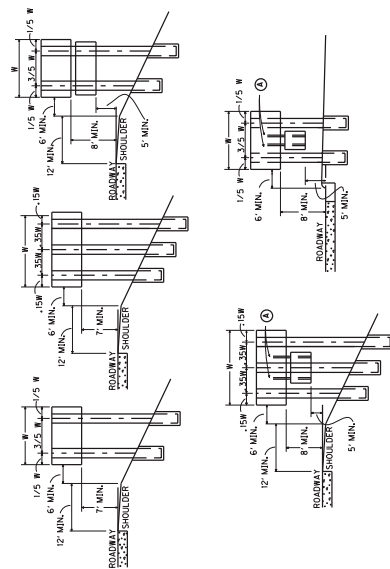


**Case 2B:**  
**Tree Trimming and/or Tree Removal with Undergrowth Removal**



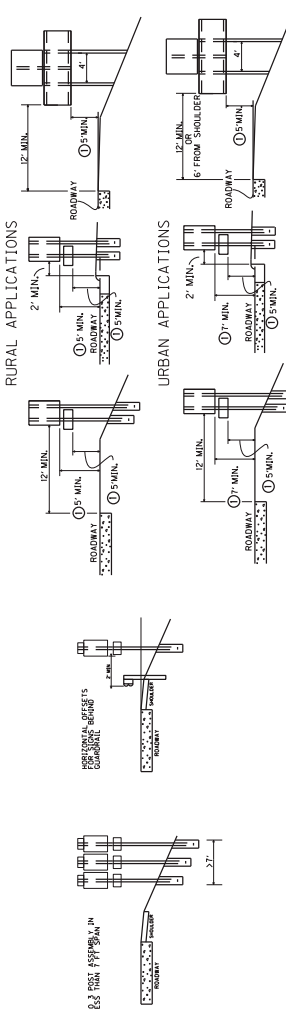


## PANEL SIGNS



④ ATTACHMENT OF SECONDARY SIGN TO MAJOR SIGN IS TO BE MADE WITH TWO (2) 3" X 3" X  $\frac{3}{4}$ " ANGLES OF SUFFICIENT LENGTH TO EXTEND FROM THE LOWER EDGE OF THE SECONDARY SIGN TO AT LEAST THREE FEET UP THE BACK OF THE MAJOR SIGN. A MINIMUM OF ONE POST SHALL BE USED IN ATTACHING EXPOSED TO EACH ANGLE.

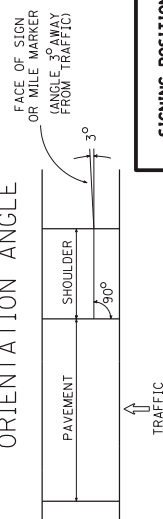
## SHEETING SIGNS



NOTE: SHOULD A SIGN BE LOCATED AT A POINT WHERE GUARDRAIL IS CALLED FOR OR EXISTING, ALL SIGN SUPPORTS SHALL BE PLACED BEHIND THE GUARDRAIL AND LATERAL OFFSET SHALL BE MEASURED FROM THE GUARDRAIL.

① NOT TO EXCEED 8' IN URBAN AREAS AND 6' IN RURAL AREAS UNLESS SPECIFIED BY THE ENGINEER

## ORIENTATION ANGLE



OR MILE MARKER  
(ANGLE 3° AWAY  
FROM TRAFFIC)

MOHS

ENT

9

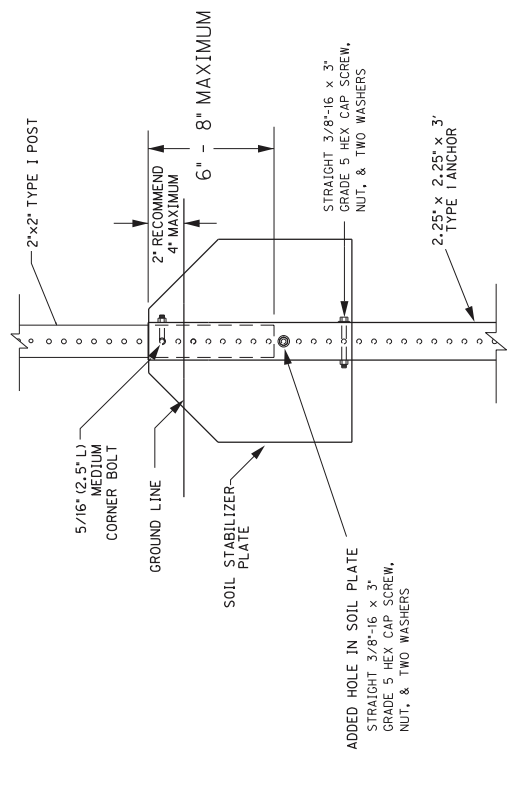
### SIGNING POSITIONING DETAIL SHEET

NOTE: STATION NUMBERS ARE GIVEN FOR NOTED DIRECTION OF TRAVEL ONLY. CORRESPONDING MILEPOST MARKERS FOR OTHER DIRECTION SHOULD BE PLACED DIRECTLY OPPOSITE THOSE FOR WHICH STATION NUMBERS ARE GIVEN. IN JEFFERSON COUNTY, FINAL LOCATION OF MILEPOST MARKERS SHALL BE VERIFIED BY TRIMARC. NOTIFY TRIMARC AT LEAST TWO WEEKS PRIOR TO BEGINNING WORK ON THIS ITEM.

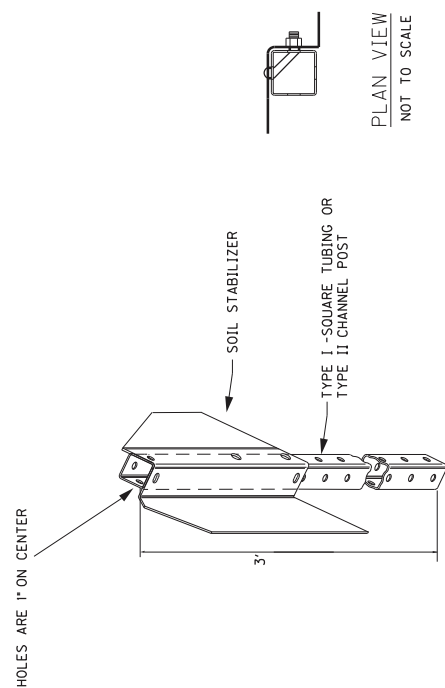
901 WEST MAIN STREET  
LOUISVILLE, KY 40202  
502-587-6624  
270-307-7456

COUNTY OF	ITEM NO.	SHEET NO.

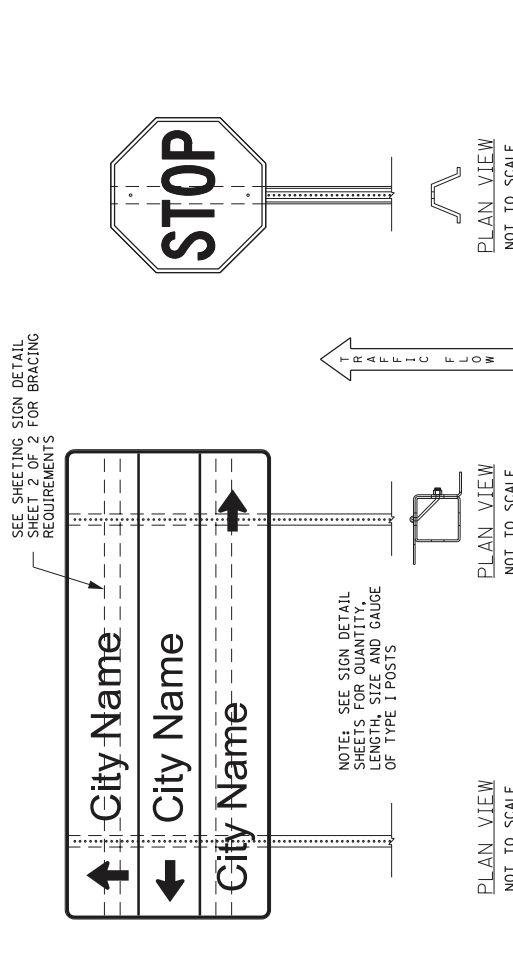
COUNTY OF	ITEM NO.	SHEET NO.



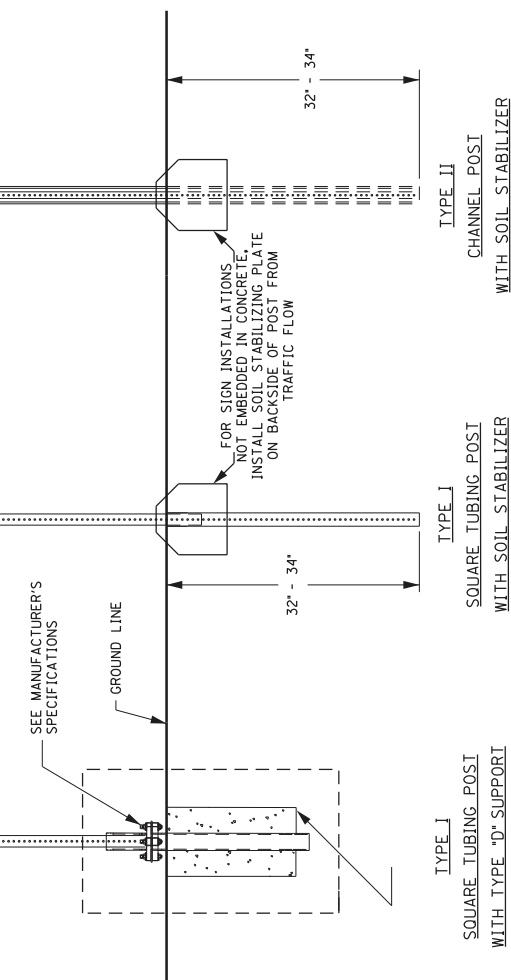
SOIL STABILIZER DETAIL  
FOR TYPE I POST



## SOIL STABILIZER DETAIL



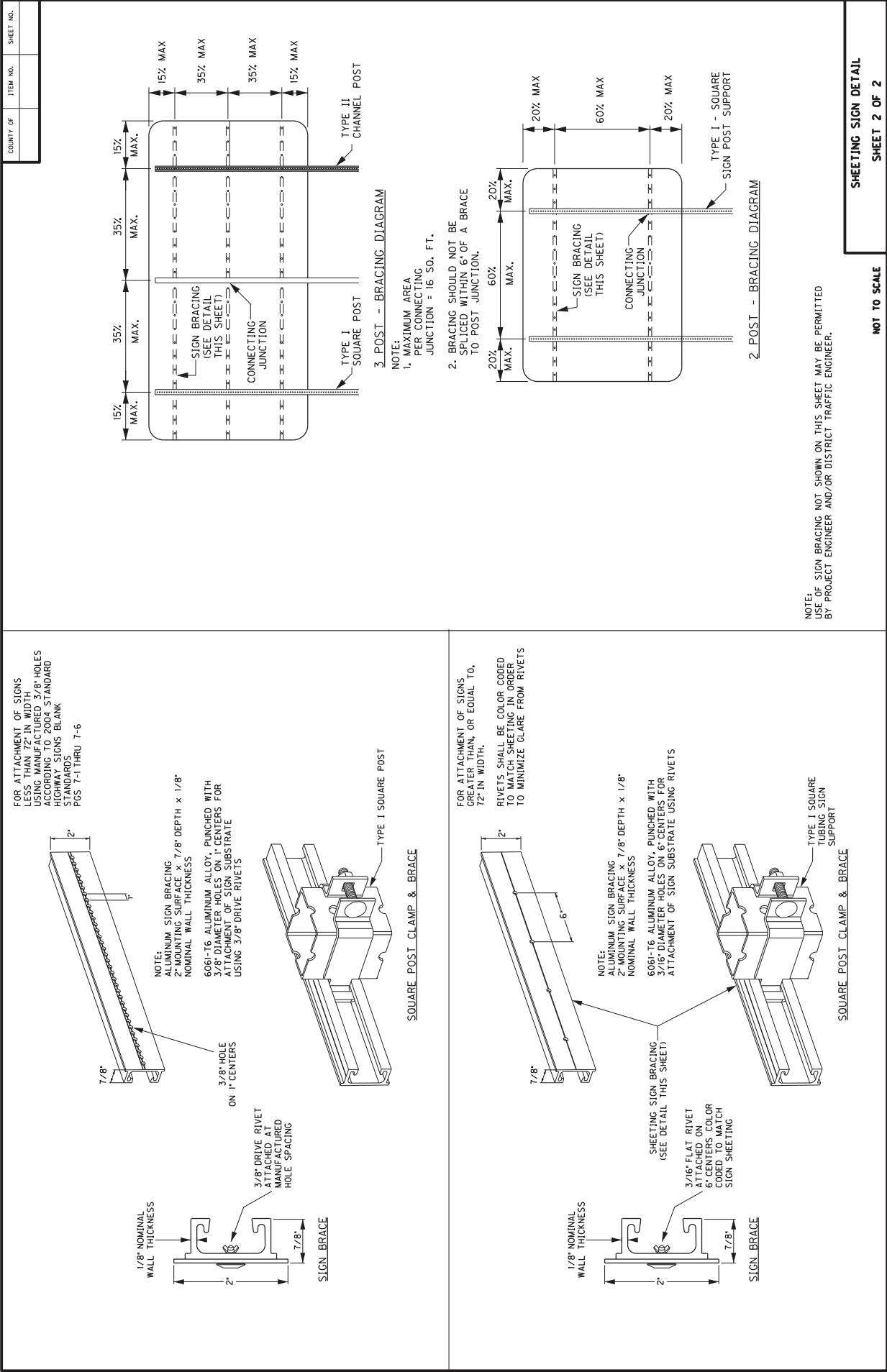
A diagram of a horizontal beam of length \$L\$ fixed at the left end. A triangular load is applied perpendicular to the beam, starting at 0 at the left end and increasing linearly to a peak value of \$w\_0\$ at the right end. A reaction force \$R\$ is shown at the left end, acting vertically upwards.



CHANNEL POST  
WITH SOIL STABILIZER

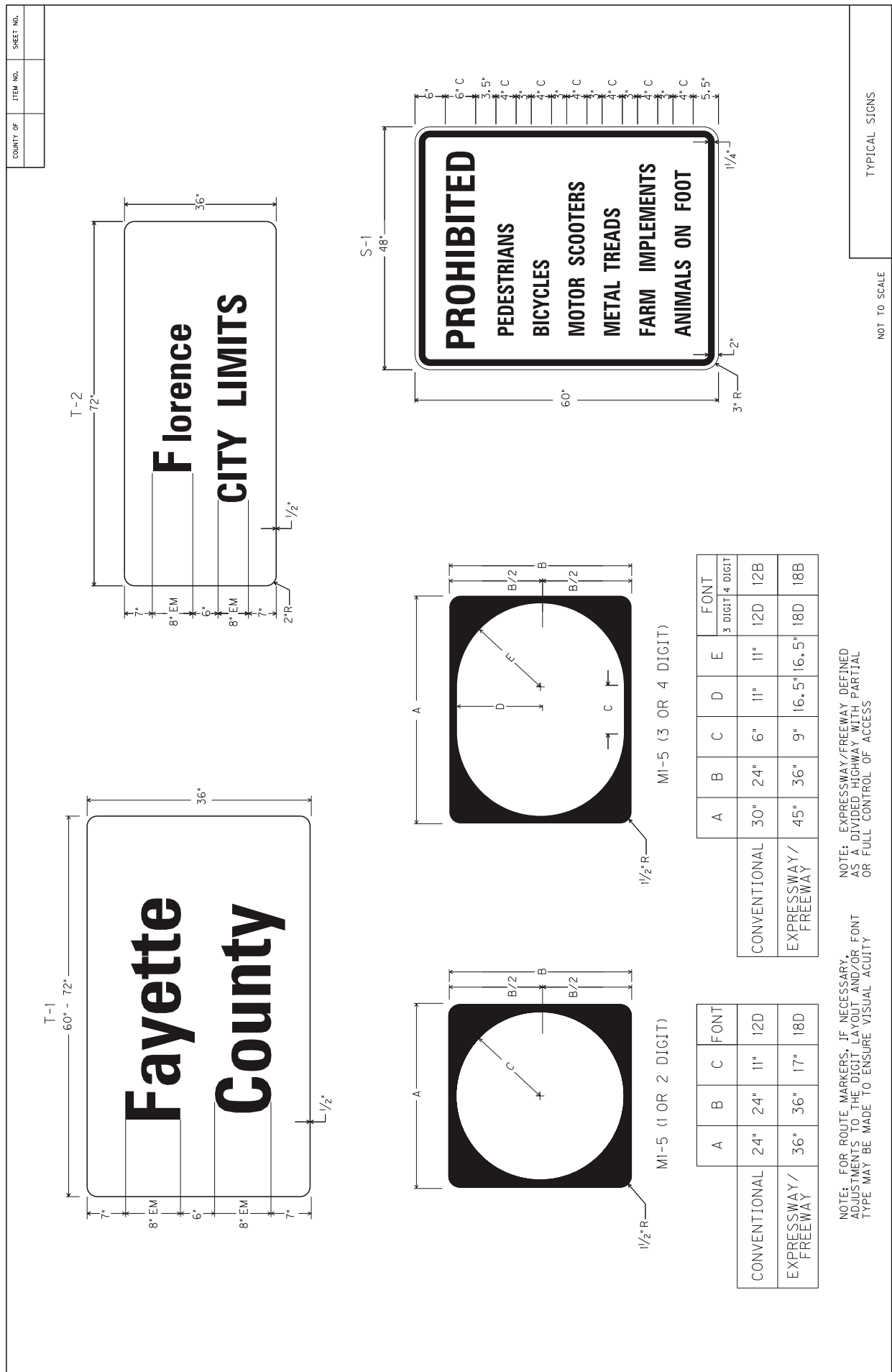
**SHEETING SIGN DETAIL**  
**SHEET 1 OF 2**

**NOT TO SCALE**



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

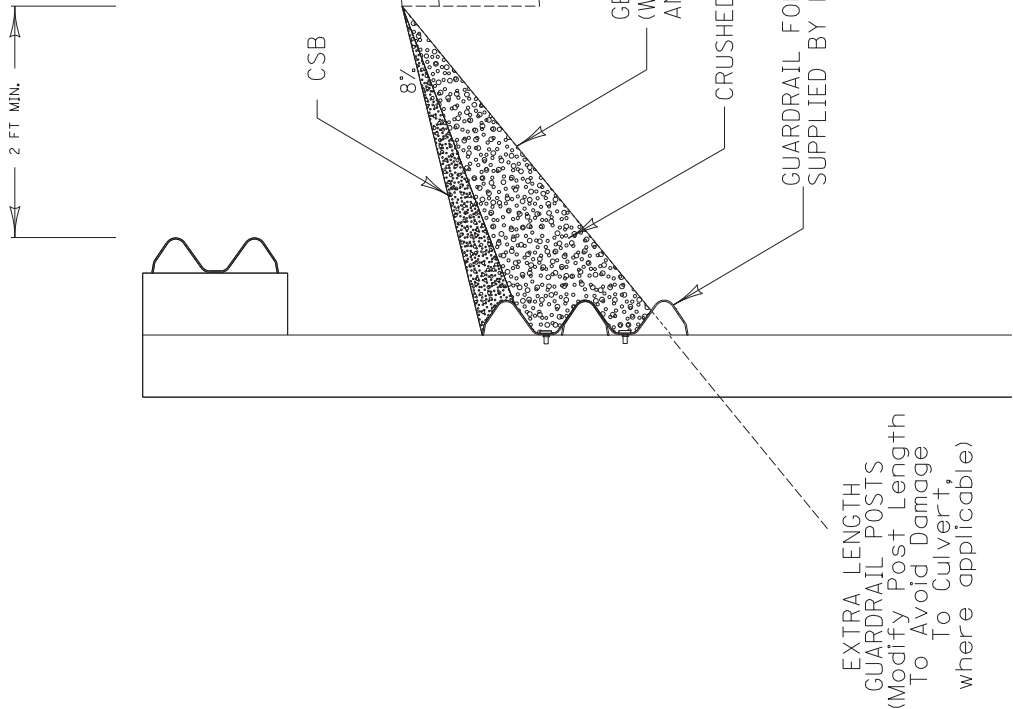




COUNTY OF	ITEM NO.	SHEET

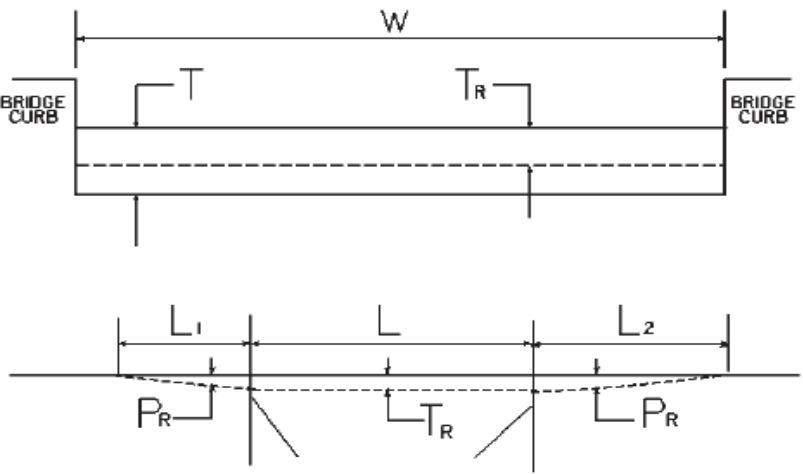
# CRIBBING

Contractor can utilize the existing guardrail being removed along the project, or may pick up guardrail at the Bailey Bridge lot in Frankfort to use for cribbing to stabilize the unpaved shoulder. Holes shall be drilled into new guardrail posts in order to bolt cribbing. The bid item "CRIBBING" shall pay for pick up, delivery, placement, and attachment of the cribbing guardrail to the new guardrail posts as well as any excavation required to place the cribbing.



GUARDRAIL CRIBBING
--------------------

CONSTRUCTION DETAIL FOR BRIDGE WITHIN LIMITS OF  
PAVING PROJECT  
FD05 105 0227 000-003



W = bridge width curb to curb                      T = thickness of existing bituminous overlay                      L = length of bridge  
L<sub>1</sub> & L<sub>2</sub> = length of approach pavement to be removed  
T<sub>R</sub> = thickness to be removed and replaced on bridge                      P<sub>R</sub> = thickness to be removed and replaced on pavement  
**Note:** L<sub>1</sub> & L<sub>2</sub> lengths shall be determined by using a transition rate of 100 ft / inch of thickness

BRIDGE NO	MP	W (ft)	T (in)	L <sub>1</sub> (ft)	L <sub>2</sub> (ft)	T <sub>R</sub> (in)	L (ft)	P <sub>R</sub> (in)
B00133N	0.330	40.00	0.00	125.00	125.00	0.00	170.00	1.25

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**



### **STANDARD SPECIFICATIONS**

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

### **SUPPLEMENTAL SPECIFICATIONS**

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

## **SPECIAL NOTE FOR 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.

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

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

\*Insert numerals as directed by the Engineer.

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

### 2.3 Power.

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

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

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

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

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

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

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

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

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

Effective June 15, 2012



SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

**1.0 DESCRIPTION.** Install barcode label on sheeting signs. Section references herein are to the Department’s Standard Specifications for Road and Bridge Construction, current edition.

**2.0 MATERIALS.** The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

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

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

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

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

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

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

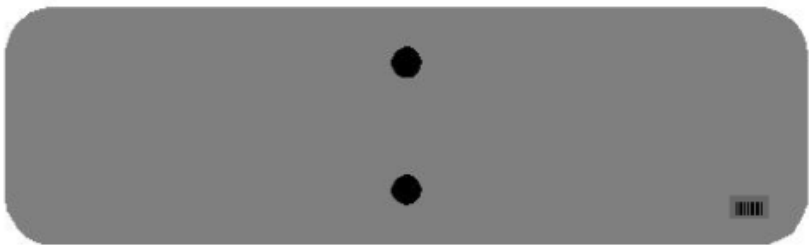
The installation of the permanent sign will be measured in accordance to Section 715.

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

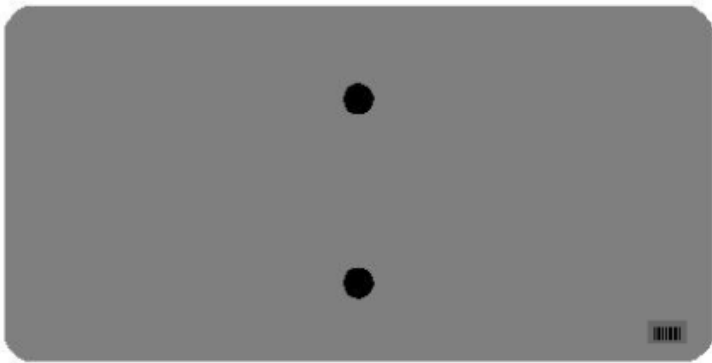
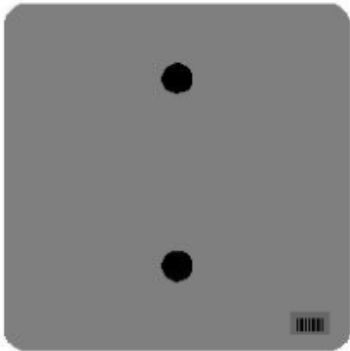
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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

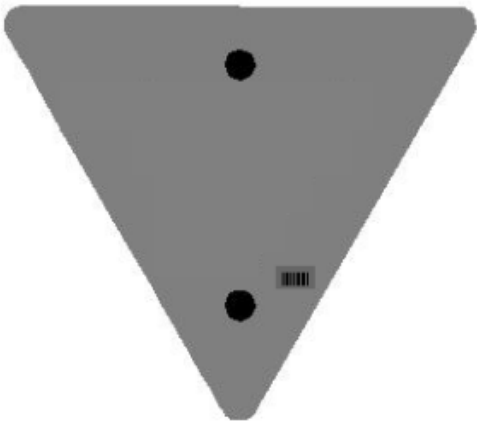
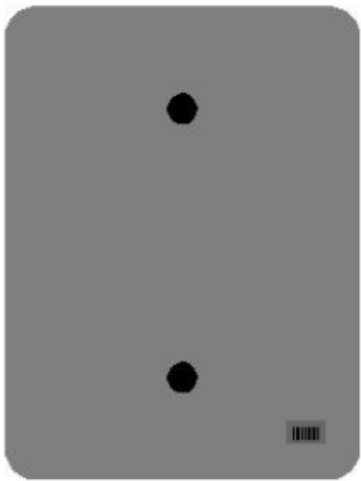
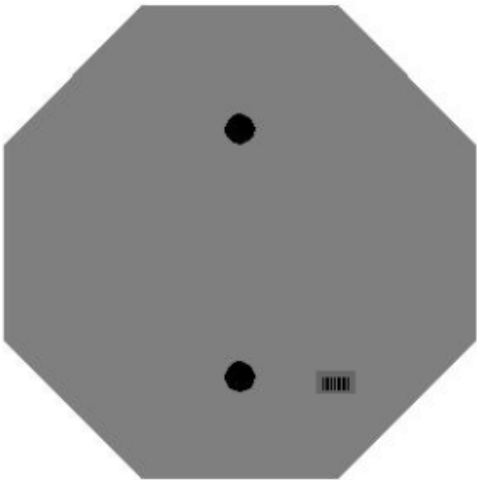
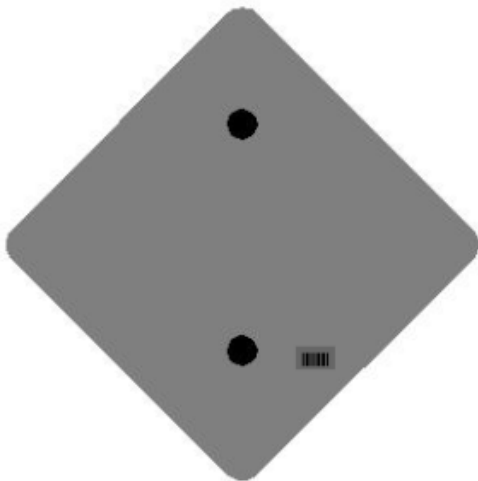
One Sign Post



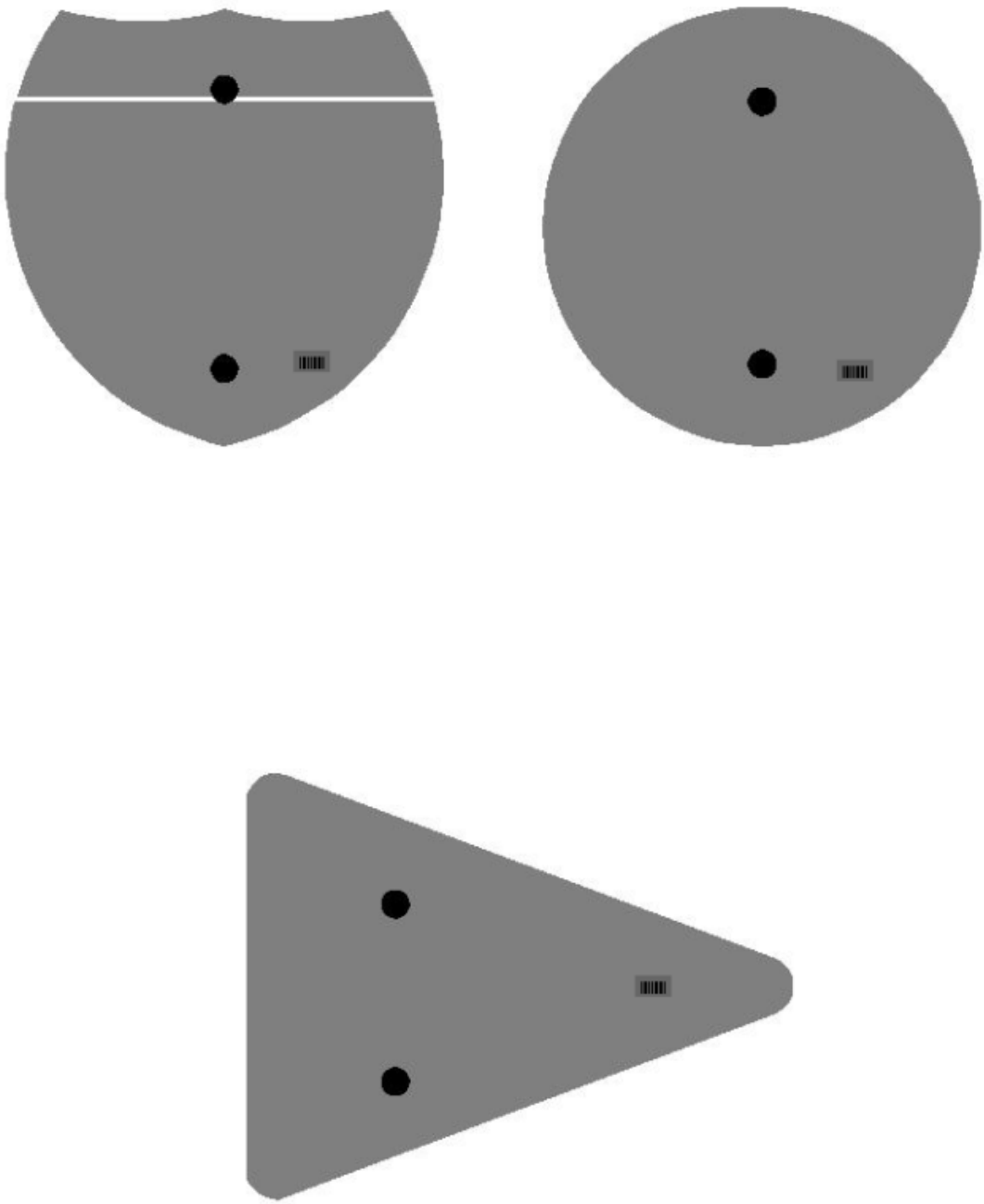
↑  
2" Wide Post



One Sign Post

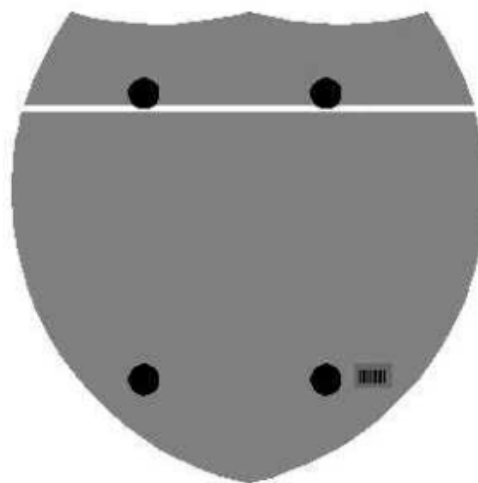


One Sign Post

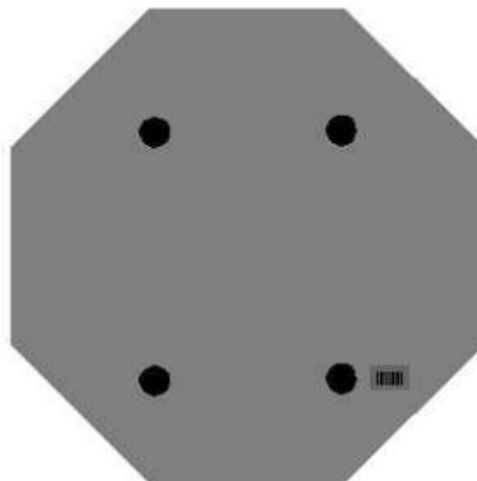




### Double Sign Post



Interstate  
Shield



48" Stop

2 Post Signs



2020 STANDARD DRAWINGS THAT APPLY – FD05 AND HSIP

<b>ROADWAY</b>	
<b>~ <i>BARRIERS</i> ~</b>	
<u>GUARDRAIL CONNECTORS TO BRIDGE ENDS</u>	
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A COMPONENTS .....	RBC-002-04
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A AND A-1 COMPONENTS .....	RBC-003-09
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A.....	RBC-005-01
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A NOTES .....	RBC-005N
<u>TYPICAL BARRIER INSTALLATIONS</u>	
TYPICAL GUARDRAIL INSTALLATIONS.....	RBI-001-12
TYPICAL GUARDRAIL INSTALLATIONS.....	RBI-002-07
TYPICAL INSTALLATION FOR GUARDRAIL END TREATMENT TYPE 2A .....	RBI-003-09
INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1 .....	RBI-004-06
<u>GUARDRAIL HARDWARE</u>	
STEEL BEAM GUARDRAIL (W-BEAM) .....	RBR-001-13
GUARDRAIL COMPONENTS .....	RBR-005-11
GUARDRAIL TERMINAL SECTIONS .....	RBR-010-06
STEEL GUARDRAIL POSTS .....	RBR-015-06
GUARDRAIL END TREATMENT TYPE 1 .....	RBR-020-07
GUARDRAIL END TREATMENT TYPE 2A.....	RBR-025-06
DELINEATORS FOR GUARDRAIL.....	RBR-005-01
<b>~ <i>DRAINAGE</i> ~</b>	
<u>PAVED DITCHES, FLUME INLETS AND CHANNEL LININGS</u>	
CHANNEL LINING CLASS II AND III .....	RDD-040-05
<u>TYPICAL DRAINAGE INSTALLATIONS</u>	
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12” – 24” PIPE) .....	RDI-001-10
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE .....	RDI-020-10
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE.....	RDI-021-01
PIPE BEDDING, TRENCH CONDITION .....	RDI-025-06
PIPE BEDDING, TRENCH CONDITION, REINFORCED CONC. PIPE.....	RDI-026-01
EROSION CONTROL BLANKET SLOPE INSTALLATION.....	RDI-040-01
EROSION CONTROL BLANKET CHANNEL INSTALLATION .....	RDI-041-01
<u>MISCELLANEOUS DRAINAGE</u>	
TEMPORARY SILT FENCE.....	RDX-210-03
SILT TRAP - TYPE B .....	RDX-225-01
SILT TRAP - TYPE C .....	RDX-230-01
<b>~ <i>GENERAL</i> ~</b>	
<u>CURVE WIDENING AND SUPERELEVATION</u>	
CURVE WIDENING AND SUPERELEVATION TRANSITIONS.....	RGS-001-07

<u>MISCELLANEOUS STANDARDS</u>	
MISCELLANEOUS STANDARDS.....	RGX-001-06

<u>~ PAVEMENT ~</u>	
<u>MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.</u>	
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT .....	RPM-110-07

<u>TRAFFIC</u>	
<u>~ PERMANENT ~</u>	
<u>MARKERS</u>	
PAVEMENT STRIPING DETAILS FOR TWO LANE TWO WAY ROADWAYS.....	Sepia 017

<u>RUMBLE STRIPS</u>	
SHOULDER & EDGELINE RUMBLE STRIPS PLACEMENT DETAILS .....	TPR-115
EDGELINE RUMBLE STRIP DETAILS TWO LANE ROADWAYS.....	TPR-120

<u>~ TEMPORARY ~</u>	
<u>TRAFFIC CONTROL</u>	
LANE CLOSURE TWO-LANE HIGHWAY.....	TTC-100-05
SHOULDER CLOSURE .....	TTC-135-03

<u>DEVICES</u>	
DOUBLE FINES ZONE SIGNS.....	TTD-120-03
PAVEMENT CONDITION WARNING SIGNS .....	TTD-125-03
SPEED ZONE SIGNING FOR WORK ZONES .....	TTD-130

<u>STRIPING OPERATIONS</u>	
MOBILE OPERATION FOR PAINT STRIPING CASE I.....	TTS-100-02
MOBILE OPERATION FOR PAINT STRIPING CASE II.....	TTS-105-02
MOBILE OPERATION FOR DURABLE STRIPING CASE IV .....	TTS-135-02





TWO LANE ROADWAY  
PAVEMENT CROSS-SECTION

TRAVELED WAY	TYPE OF PAVEMENT STRIPING	NON-STATE PRIMARY ROUTES			STATE PRIMARY ROUTES	
		< 1000 ADT		>= 1000 ADT	ANY ADT	
		WIDTH	MATERIAL	WIDTH	MATERIAL	MATERIAL*
< 16' ④	EDGE LINE STRIPES ONLY	4"	PAINT	4"	PAINT	THERMO (ASHPALT) TYPE I TAPE (CONCRETE)
16' TO < 20'	EDGE LINE STRIPES ONLY OR CENTERLINE STRIPE ONLY	4"	PAINT	4"	PAINT	THERMO (ASHPALT) TYPE I TAPE (CONCRETE)
>=20' ③	CENTERLINE AND EDGE LINE STRIPES	4" ⑤	PAINT	6"	PAINT	THERMO (ASHPALT) TYPE I TAPE (CONCRETE)

\*OTHER DURABLE NON-WATERBORNE MARKINGS MAY BE USED WITH APPROVAL FROM THE DIVISION OF TRAFFIC OPERATIONS.


~ NOTES ~

1. INSTALL PAVEMENT STRIPING ON TWO LANE, TWO WAY ROADWAYS AS DETAILED IN THE ABOVE TABLE AND IN ACCORDANCE WITH THE PAVEMENT MARKINGS AND DELINEATION CHAPTER OF THE TRAFFIC OPERATIONS GUIDANCE MANUAL. CONTACT THE DIVISION OF TRAFFIC OPERATIONS FOR ADDITIONAL GUIDANCE IF NECESSARY.
- ② THE TRAVELED WAY IS THE PORTION OF ROADWAY FOR THE MOVEMENT OF VEHICLES, EXCLUSIVE OF THE SHOULDERS.
- ③ ON TWO LANE, TWO WAY ROADWAYS THAT HAVE A TOTAL PAVEMENT WIDTH (W) THAT IS 20 FT OR GREATER, BUT LESS THAN 22 FT, EDGE LINE RUMBLE STRIPS ARE NOT A STANDARD APPLICATION, BUT THEY MAY BE INSTALLED. THE DIVISION OF TRAFFIC OPERATIONS IS AVAILABLE TO ASSIST WITH THE DETERMINATION OF WHETHER OR NOT TO INSTALL EDGE LINE RUMBLE STRIPS ON PAVEMENT WIDTHS LESS THAN 22 FT, AS WELL AS THE DIMENSION AND PLACEMENT DETAILS OF THE RUMBLE STRIPS AND PAVEMENT STRIPING.
- ON TWO LANE, TWO WAY ROADWAYS THAT HAVE A TOTAL PAVEMENT WIDTH (W) THAT IS 22 FT OR GREATER, BUT LESS THAN 34 FT, INSTALL PAVEMENT STRIPING AS DETAILED IN THE ABOVE TABLE AND IN CONJUNCTION WITH CENTERLINE AND EDGE LINE RUMBLE STRIPS AS DETAILED ON [TPR-120](#).
- ON TWO LANE, TWO WAY ROADWAYS THAT HAVE A TOTAL PAVEMENT WIDTH (W) THAT IS 34 FT OR GREATER, INSTALL PAVEMENT STRIPING AS DETAILED IN THE ABOVE TABLE AND IN CONJUNCTION WITH CENTERLINE AND SHOULDER RUMBLE STRIPS AS DETAILED ON [TPR-125](#).
- ④ EDGE LINES MAY BE OMITTED FROM ROADWAYS WITH A TRAVELED WAY WIDTH LESS THAN 16 FEET WITH THE APPROVAL OF THE DIVISION OF TRAFFIC OPERATIONS.
- ⑤ EDGE LINES MAY BE OMITTED ON NON-STATE PRIMARY ROUTES WITH A TRAVELED WAY WIDTH GREATER THAN OR EQUAL TO 20 FEET AND AN ADT LESS THAN 1,000.
6. EDGE LINES MAY BE OMITTED, BASED ON ENGINEERING JUDGMENT, IN AREAS WHERE THE PAVEMENT EDGE IS DELINEATED BY PHYSICAL OBJECTS SUCH AS CURBS, PARKING SPACES, OR OTHER MARKINGS. EDGE LINES SHOULD BE INSTALLED ON ROADWAYS WITH CURB AND GUTTER IF THE POSTED SPEED LIMIT IS 45 MPH OR GREATER.

DRAWING NOT TO SCALE  
USE WITH CUR. STD. DWGS.  
[TPR-120](#) & [TPR-125](#)

KENTUCKY  
DEPARTMENT OF HIGHWAYS

PAVEMENT STRIPING  
DETAILS FOR TWO LANE  
TWO WAY ROADWAYS

SUBMITTED  06-09-21  
DIVISION DIRECTOR DATE  
017

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

FHWA-1273 – Revised October 23, 2023

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid 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) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action



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

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

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

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

(1) The number and work hours of minority and 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 more than \$10,000. 41 CFR 60-1.5.

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

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

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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



(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

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

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

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

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

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

**3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

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

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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



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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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## **3. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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

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

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

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

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

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

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

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

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

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

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

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

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

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



**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
  
EMPLOYMENT REQUIREMENTS  
RELATING TO  
NONDISCRIMINATION OF EMPLOYEES  
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

### **Standard Title VI/Non-Discrimination Statutes and Authorities**

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022



"General Decision Number: KY20230038 10/20/2023

Superseded General Decision Number: KY20220038

State: Kentucky

Construction Type: Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

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

conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	02/10/2023
2	02/24/2023
3	06/09/2023
4	07/14/2023
5	07/21/2023
6	09/08/2023
7	09/29/2023
8	10/20/2023

BRIN0004-003 06/01/2023

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	19.60
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BRKY0001-005 06/01/2023		

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92
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BRKY0002-006 06/01/2023		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92
-----		
BRKY0007-004 06/01/2023		

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

	Rates	Fringes
BRICKLAYER.....	\$ 39.46	20.14
-----		
BRKY0017-004 06/01/2023		

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92
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CARP0064-001 04/01/2023		

	Rates	Fringes
CARPENTER.....	\$ 31.81	22.86
Diver.....	\$ 48.09	22.86
PILEDRIVERMAN.....	\$ 32.06	22.86
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ELEC0212-008 06/07/2022		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	20.05
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ELEC0212-014 11/28/2022		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 26.70	13.41
-----		
ELEC0317-012 05/29/2023		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 37.15	22.73
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ELEC0369-007 06/01/2022		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	19.57
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ELEC0575-002 11/21/2022		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.14
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ENGI0181-018 07/01/2023		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.55	18.60
GROUP 2.....	\$ 35.69	18.60
GROUP 3.....	\$ 36.14	18.60
GROUP 4.....	\$ 35.37	18.60

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

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

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

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IRON0044-009 06/01/2023

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,  
BOURBON (Northern third, including Townships of Jackson,  
Millersburg, Ruddel Mills & Shawhan);



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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	22.70
Structural.....	\$ 32.37	22.70
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IRON0070-006 06/01/2023		

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

	Rates	Fringes
IRONWORKER.....	\$ 32.59	24.50
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IRON0769-007 06/01/2023		

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

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 36.16	28.34
ZONE 2.....	\$ 36.56	28.34
ZONE 3.....	\$ 38.16	28.34

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

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

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

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\* LAB00189-003 07/01/2023

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

LABORERS CLASSIFICATIONS

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

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

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail

Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

\* LAB00189-008 07/01/2023

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

LABORERS CLASSIFICATIONS

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

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

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

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

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\* LAB00189-009 07/01/2023

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

LABORERS CLASSIFICATIONS

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

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

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

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

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PAIN0012-005 06/11/2005

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

	Rates	Fringes
PAINTER		



Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90
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PAIN0012-017 05/01/2015		

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06
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PAIN0118-004 06/01/2018		

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.00	12.52
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 23.00	12.52
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PAIN1072-003 12/01/2022		

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 35.06	23.35
Power Generating Facilities.	\$ 31.82	23.35
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PLUM0248-003 06/01/2023		

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 41.00	22.95
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PLUM0392-007 06/01/2023		

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.62	25.73
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PLUM0502-003 08/01/2021		

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

	Rates	Fringes
PLUMBER.....	\$ 38.07	20.78
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SUKY2010-160 10/08/2001		

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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



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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
10.8%	6.9%

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

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

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

**Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8931  
Main Number: 404-893-4545 Fax: 404-893-4546  
Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)  
Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Scott County.
- (Revised: 1/1/2023)

## **PART IV**

## **INSURANCE**

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



**PART V**

**BID ITEMS**

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	294.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	9.00	TON		\$	
0030	00078		CRUSHED AGGREGATE SIZE NO 2	36.00	TON		\$	
0040	00080		CRUSHED AGGREGATE SIZE NO 23	7.00	TON		\$	
0050	00100		ASPHALT SEAL AGGREGATE	13.50	TON		\$	
0060	00103		ASPHALT SEAL COAT	1.60	TON		\$	
0070	00190		LEVELING & WEDGING PG64-22	363.00	TON		\$	
0080	00221		CL2 ASPH BASE 0.75D PG64-22	15.00	TON		\$	
0090	00307		CL2 ASPH SURF 0.38B PG64-22 REVISED 7-18-23	3,514.00	TON		\$	
0100	00356		ASPHALT MATERIAL FOR TACK	3.00	TON		\$	
0110	02676		MOBILIZATION FOR MILL & TEXT (SCOTT KY 227 HSIP)	1.00	LS		\$	
0120	02677		ASPHALT PAVE MILLING & TEXTURING	63.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0130	00001		DGA BASE	400.00	TON		\$	
0140	00190		LEVELING & WEDGING PG64-22	242.00	TON		\$	
0150	00356		ASPHALT MATERIAL FOR TACK	23.00	TON		\$	
0160	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	41.00	EACH		\$	
0170	02159		TEMP DITCH	4,940.00	LF		\$	
0180	02200		ROADWAY EXCAVATION	46.00	CUYD		\$	
0190	02230		EMBANKMENT IN PLACE	1,019.00	CUYD		\$	
0200	02351		GUARDRAIL-STEEL W BEAM-S FACE	1,912.50	LF		\$	
0210	02360		GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH		\$	
0220	02363		GUARDRAIL CONNECTOR TO BRIDGE END TY A	8.00	EACH		\$	
0230	02367		GUARDRAIL END TREATMENT TYPE 1	4.00	EACH		\$	
0240	02369		GUARDRAIL END TREATMENT TYPE 2A	2.00	EACH		\$	
0250	02381		REMOVE GUARDRAIL	2,028.00	LF		\$	
0260	02399		EXTRA LENGTH GUARDRAIL POST	40.00	EACH		\$	
0270	02483		CHANNEL LINING CLASS II	38.00	TON		\$	
0280	02562		TEMPORARY SIGNS	500.00	SQFT		\$	
0290	02603		FABRIC-GEOTEXTILE CLASS 2	177.00	SQYD		\$	
0300	02650		MAINTAIN & CONTROL TRAFFIC (SCOTT KY 227 FD05)	1.00	LS		\$	
0310	02650		MAINTAIN & CONTROL TRAFFIC (SCOTT KY 227 HSIP)	1.00	LS		\$	
0320	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0330	02676		MOBILIZATION FOR MILL & TEXT (SCOTT KY 227 FD05)	1.00	LS		\$	
0340	02677		ASPHALT PAVE MILLING & TEXTURING	85.00	TON		\$	
0350	02697		EDGE LINE RUMBLE STRIPS	27,700.00	LF		\$	
0360	02701		TEMP SILT FENCE	2,470.00	LF		\$	
0370	02704		SILT TRAP TYPE B	5.00	EACH		\$	

Report Date 10/18/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0380	02705		SILT TRAP TYPE C	3.00	EACH		\$	
0390	02707		CLEAN SILT TRAP TYPE B	5.00	EACH		\$	
0400	02708		CLEAN SILT TRAP TYPE C	3.00	EACH		\$	
0410	02726		STAKING (SCOTT KY 227 HSIP)	1.00	LS		\$	
0420	03236		CRIBBING	980.00	SQFT		\$	
0430	03269		TRIM & REMOVE TREES & BRUSH	1,350.00	LF		\$	
0440	05950		EROSION CONTROL BLANKET	1,100.00	SQYD		\$	
0450	05953		TEMP SEEDING AND PROTECTION	2,195.00	SQYD		\$	
0460	05963		INITIAL FERTILIZER	.20	TON		\$	
0470	05964		MAINTENANCE FERTILIZER	.30	TON		\$	
0480	05985		SEEDING AND PROTECTION	4,390.00	SQYD		\$	
0490	05992		AGRICULTURAL LIMESTONE	2.80	TON		\$	
0500	06406		SBM ALUM SHEET SIGNS .080 IN	384.81	SQFT		\$	
0510	06407		SBM ALUM SHEET SIGNS .125 IN	42.12	SQFT		\$	
0520	06410		STEEL POST TYPE 1	718.00	LF		\$	
0530	06510		PAVE STRIPING-TEMP PAINT-4 IN	15,000.00	LF		\$	
0540	06511		PAVE STRIPING-TEMP PAINT-6 IN	8,760.00	LF		\$	
0550	06568		PAVE MARKING-THERMO STOP BAR-24IN	56.00	LF		\$	
0560	06569		PAVE MARKING-THERMO CROSS-HATCH	140.00	SQFT		\$	
0570	06574		PAVE MARKING-THERMO CURV ARROW	4.00	EACH		\$	
0580	10020NS		FUEL ADJUSTMENT	5,015.00	DOLL	\$1.00	\$	\$5,015.00
0590	10030NS		ASPHALT ADJUSTMENT	12,597.00	DOLL	\$1.00	\$	\$12,597.00
0600	21373ND		REMOVE SIGN	50.00	EACH		\$	
0610	22664EN		WATER BLASTING EXISTING STRIPE	5,000.00	LF		\$	
0620	24631EC		BARCODE SIGN INVENTORY	93.00	EACH		\$	
0630	24955ED		REMOVE SIGNAL EQUIPMENT	1.00	EACH		\$	
0640	24995EC		PAVE STRIPING-SPRAY THERMO-6 IN W	35,880.00	LF		\$	
0650	24996EC		PAVE STRIPING-SPRAY THERMO-6 IN Y	35,880.00	LF		\$	
0660	26119EC		INSTALL RADAR PRESENCE DETECTOR TYPE A	4.00	EACH		\$	
0670	26120EC		INSTALL RADAR ADVANCE DETECTOR TYPE B	2.00	EACH		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0680	00462		CULVERT PIPE-18 IN	31.00	LF		\$	
0690	01310		REMOVE PIPE	12.00	LF		\$	
0700	02403		REMOVE CONCRETE MASONRY	1.00	CUYD		\$	
0710	02625		REMOVE HEADWALL	3.00	EACH		\$	
0720	08003		FOUNDATION PREPARATION (4'X3.25' RCBC)	1.00	LS		\$	
0730	08100		CONCRETE-CLASS A	12.70	CUYD		\$	
0740	08150		STEEL REINFORCEMENT	1,653.00	LB		\$	
0750	20465EC		CLEAN CULVERT (4'x3.25' RCBC, STA 140+86)	1.00	LS		\$	
0760	26131ED		SLOPED AND MITERED HEADWALL-18 IN	3.00	EACH		\$	

234420

PROPOSAL BID ITEMS

Report Date 10/18/23

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Section: 0004 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0770	02569		DEMOBILIZATION	1.00	LS		\$	