

CALL NO. 203
CONTRACT ID. 224102
FLOYD COUNTY
FED/STATE PROJECT NUMBER 036GR22T002-HSIP & FD05
DESCRIPTION KENTUCKY HIGHWAY 122 (KY 122)
WORK TYPE ASPHALT PAVEMENT & ROADWAY REHAB
PRIMARY COMPLETION DATE 9/30/2022

# **LETTING DATE:** January 27,2022

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN STANDARD TIME January 27,2022. Bids will be publicly announced at 10:00 am EASTERN STANDARD TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

**DBE CERTIFICATION REQUIRED - 7%** 

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

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# **ADMINISTRATIVE DISTRICT - 12**

CONTRACT ID - 224102 036GR22T002-HSIP & FD05 COUNTY - FLOYD

PCN - 1203601222201 HSIP 5357(023)

KENTUCKY HIGHWAY 122 (KY 122) (MP 29.736) 0.037 MILES SOUTH EAST OF KY 306 INTERSECTION EXTENDING EAST TO THE FLOYD-PIKE COUNTY LINE (MP 34.191), A DISTANCE OF 04.45 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 12-09005.00.

GEOGRAPHIC COORDINATES LATITUDE 37:21:04.87 LONGITUDE 82:41:11.62

PCN - MP03601222201 FD05 036 0122 026-032

HI HAT - MELVIN (KY 122) (MP 26.300) BEGINNING 0.116 MILES WEST OF MT. RAIDER DRIVE EXTENDING EAST TO KY 466. (MP 31.120), A DISTANCE OF 04.82 MILES.MICROSURFACING GEOGRAPHIC COORDINATES LATITUDE 37:21:23.00 LONGITUDE 82:43:04.00

# **COMPLETION DATE(S):**

COMPLETED BY 09/30/2022

APPLIES TO ENTIRE PROJECT

# **CONTRACT NOTES**

# PROPOSAL ADDENDA

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

# **BID SUBMITTAL**

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

# JOINT VENTURE BIDDING

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

# UNDERGROUND FACILITY DAMAGE PROTECTION

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

# REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

# 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 <a href="mailto:kytc.projectquestions@ky.gov">kytc.projectquestions@ky.gov</a>. 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 (<a href="www.transportation.ky.gov/contract">www.transportation.ky.gov/contract</a>). 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

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

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

April 30, 2018

# FEDERAL CONTRACT NOTES

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

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

# CIVIL RIGHTS ACT OF 1964

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

# NOTICE TO ALL BIDDERS

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

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

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

#### SECOND TIER SUBCONTRACTS

Second tier subcontracts are acceptable per Section 108.01 of the Standard Specifications for Road and Bridge Construction. There are special rules to DBE subcontractors satisfying DBE goals on federal-aid projects. 1<sup>st</sup>-Tier DBE Subcontractors may only enter into a 2<sup>nd</sup>-Tier subcontract with another DBE contractor.

# DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

# **DBE GOAL**

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

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

# **OBLIGATION OF CONTRACTORS**

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

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

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

# **CERTIFICATION OF CONTRACT GOAL**

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

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

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

# **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

# UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

# CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

# FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

# SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

# PROMPT PAYMENT

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

# **CONTRACTOR REPORTING**

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

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

# \*\*\*\*\* IMPORTANT \*\*\*\*\*

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

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

# DEFAULT OR DECERTIFICATION OF THE DBE

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

# PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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# **Surfacing Areas**

--- For the FD05-funded Microsurfacing between MP 26.300 – 31.120 ---

The Department estimates the mainline surfacing width to be varied 22-38 feet.

The Department estimates the total mainline surfacing area to be 71,811 square yards.

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

The Department estimates the total shoulder area to be surfaced to be 5,655 square yards.

The Department estimates the fog seal shoulder width to be 9 feet on each side.

The Department estimates the total shoulder area to be fog sealed to be 13,200 square yards.

--- For the HSIP-funded Resurfacing between MP 31.120 – 31.412 ---

The Department estimates the mainline surfacing width to be varied 10-11 feet.

The Department estimates the total mainline surfacing area to be 3,902 square yards.

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

The Department estimates the total shoulder area to be surfaced to be 345 square yards.

--- For the HSIP-funded Microsurfacing between MP 31.412 – 32.900 ---

The Department estimates the mainline surfacing width to be varied 10-11 feet.

The Department estimates the total mainline surfacing area to be 19,256 square yards.

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

The Department estimates the total shoulder area to be surfaced to be 1,744 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.

#### **OPTION B**

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

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

#### CAUTION

The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer. **Any work operations not covered by a bid item shall be incidental to the overall project**. If a potential bidder has concerns with any bid items not used, a Question needs to be submitted during the Advertisement period

#### **STATIONING**

The contractor is advised that the planned locations of HSIP work were established from a beginning station number, which is STA 14+56 at the intersection of KY 122 and KY 306, and corresponds to Milepoint 29.719 along KY 122. **NOTE**: The existing mile marker signs may not correspond to the proposed work locations.

#### **SURVEY DATA**

All survey information was obtained either from available KYTC Mobile LIDAR data or data collected by the KYTC District 12 Survey Crew. All data 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 throughout the corridor. Unless either a consent and release form is obtained from the adjoining property owner or additional Right-of-Way and/or easements have been purchased, limit work activities to the obvious Right-of-Way and staging areas secured and environmentally cleared by the Contractor at no additional cost to the Department. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.

#### **CONTROL**

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

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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:

#### This proposal consists of two projects as follows:

FD05 project: MPs 26.3 to 31.12 – paid for by FD05 036 0122 026-032 HSIP project: MPs 29.736 to 34.191 – paid for by FD52 036 0122 029-035

The bid items in the overlap section, MPs 29.736 to 31.12, are divided up between the two funding sources as designated below and on the General Summary, Summary Sheets, and Typical Sections.

Pavement <u>Microsurfacing</u>. Paid for by FD05 036 0122 026-032. The existing roadway is to have microsurfacing from MP 26.3 to MP 31.12. Other items that may be associated with the microsurfacing include: crack sealing, fog sealing, microsurfacing leveling course, microsurfacing surface course, temporary paint, rumble strips, and application of pavement markings.

Pavement Resurfacing. Paid for by HSIP FD52 036 0122 029-035. The existing roadway is to be resurfaced from Station 88+50 (MP 31.12) to Station 104+00 (MP 31.412). Other items associated with the pavement resurfacing include: removal of existing pavement by milling and texturing, application of non-tracking tack, installation of rumble strips, and application of pavement markings.

Pavement Microsurfacing. Paid for by HSIP FD52 036 0122 029-035. The existing roadway is to have microsurfacing from Station 104+00 (MP 31.412) to Station 182+50 (MP 32.90). Other items that may be associated with the microsurfacing include: crack sealing, microsurfacing leveling course, microsurfacing surface course, temporary paint, rumble strips, and application of pavement markings.

Superelevation Improvements. Paid for by HSIP FD52 036 0122 029-035. Superelevation improvements are being proposed near Station 99+50. The intent of this work is to bring a consistent pavement cross slope through the identified curves. Refer to the Superelevation Improvement Summary for 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. The Superelevation Improvement Summary lists the estimated quantities of Leveling & Wedging for the curve; however, the Engineer will make the final determination as to which Leveling & Wedging mix design will be required at the 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 improvement has been constructed, the full width of the identified curves will overlaid with a surface course. 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 Ditching and Shouldering has been estimated for regrading the roadside within the identified curves. A representative cross section is given showing the proposed superelevation improvement and the resulting roadside grading.

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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.

Ditching and Shouldering. Paid for by HSIP FD52 036 0122 029-035. The project includes Ditching & Shouldering from Station 88+50 (MP 31.12) to 104+00 (MP 31.412). Perform Ditching & Shouldering at the locations within the HSIP project limits identified on the Ditching & Shouldering Summary, or the locations as directed by the Engineer. The proposed shoulder, ditch, and/or roadside dimensions are detailed on the Ditching and Shouldering Summary. Perform Ditching & Shouldering according to the Special Note for Ditching & Shouldering. For details of the conditions and situations commonly encountered when performing Ditching & Shouldering, refer to the detail sheets titled: DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS.

**Guardrail. Paid for by HSIP FD52 036 0122 029-035**. Several locations within the HSIP project limits (i.e. between MP 29.736 – 34.191) 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 4A 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.

Removal of Existing Curve Signing and Installation of Proposed Curve Signing. Paid for by HSIP FD52 036 0122 029-035. A quantity of 25 each of "Remove Sign" has been included for removal of existing signs within the HSIP project limits (i.e. between MP 29.736 – 34.191), as identified in the Signing Summary. 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. Paid for by HSIP FD52 036 0122 029-035.** There are locations within the HSIP project limits where Trees, Stumps, or Brush are to be removed and/or trimmed. Locations are noted on the Tree Cutting Summary. Refer to the Special Note for Tree, Stump, and Brush Removal for more information.

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Temporary Striping. Paid for by FD05 036 0122 026-032. A quantity of 118,000 linear feet of Pave Striping — Temp Paint — 4 in has been included in the contract for potential use in the FD05 Pavement Microsurfacing areas and any other areas as directed by the Engineer. The Contractor and Engineer should work together to determine any locations throughout the FD05 project limits, between MP 26.3 and MP 31.12, requiring temporary pavement striping. The Engineer will make the final determination as to the quantities and placement of temporary pavement striping.

Temporary Striping. Paid for by HSIP FD52 036 0122 029-035. A quantity of 65,000 linear feet of Pave Striping – Temp Paint – 4 in has been included in the contract for potential use in the Pavement Resurfacing and Pavement Microsurfacing areas and any other areas as directed by the Engineer. The Contractor and Engineer should work together to determine any locations throughout the HSIP project limits, between MP 31.12 and MP 34.191, requiring temporary pavement striping. The Engineer will make the final determination as to the quantities and placement of temporary pavement striping.

Permanent Striping. Paid for by HSIP FD52 036 0122 029-035. A quantity of 18,800 linear feet of Pave Striping – Thermo – 6 Inch White and a quantity of 18,800 linear feet of Pave Striping – Thermo – 6 Inch Yellow has been included in the contract for placement of permanent striping from MP 31.12 to 32.90. The thermoplastic striping is for placement of permanent striping over the HSIP-funded resurfacing area from MP 31.12 to 31.412 and the HSIP-funded microsurfacing area from MP 31.412 to 32.90. A quantity of 13,640 linear feet of Durable Waterborne Marking – 6 Inch White and a quantity of 13,640 linear feet of Durable Waterborne Marking – 6 Inch Yellow have been included in the contract for restriping the section of KY 122 that will not receive any surfacing treatment from MP 32.90 to 34.191.

# SPECIAL NOTE FOR THERMOPLASTIC PAVEMENT MARKINGS REMOVAL

Remove existing Thermoplastic Pavement Markings just prior to placement of the overlay as directed by the Engineer. The Department will not measure removal of the Thermoplastic Pavement Markings, but shall be incidental to the other items of work. Lane Striping thermo removal will be paid for as indicated by the Bid Item 06531 PAVE STRIPING REMOVAL-6 IN

# **SPECIAL NOTE FOR CRACK SEALING**

The crack sealant shall be Crafco Polyfiber Type IV or approved equivalent. Crack sealing must be completed a minimum of 30 days prior to the overlay treatment. No sealant material shall be placed until the joints and cracks have been cleaned of all loose dirt and material using a minimum of 125 psi/ 100 cfm air compressor. After routing and cleaning, all joints and cracks shall be heat lanced to clean and remove moisture. The heat lance shall be a LAB Model B or approved equal capable of producing air temperatures up to 2500 F. Joints and cracks shall be inspected and approved by the Department prior to placing the sealant material. Final joint and crack cleaning and heat lancing shall not proceed in advance of sealing by more than 1/8 mile. The sealant container shall be a thermostatically controlled heated oil jacketed tank with the ability to agitate the sealant. Sealant shall be leveled or struck down with the use of a 3 inch disk attachment at the end of the wand applicator. The overband width of the hot applied modified crack sealant shall not exceed 3 inches in width or 1/8 inch in height above the surrounding pavement unless directed by the engineer. Glenzoil 20 Plus, Crafco Detack or approved equal shall be sprayed on the placed sealant prior to opening to traffic at an application rate of approximately 1 gallon of Glenzoil 20 Plus/Crafco Detack per 50 gallons of sealant. All debris from the work must be removed prior to opening to traffic.

# **SPECIAL NOTE FOR FOG SEAL**

Total application rate of the fog seal consisting of CSS-1h or SS-1h shall be applied in two passes in opposite directions at a rate of 0.05-0.08 gallons/SY. Utilize CSS-1h or SS-1h that meets the requirements of AASHTO M208 or M140, except that the asphalt content shall be diluted to between 28-32%. Any water added to the emulsion must meet the requirements of **Section 803** of the Standard Specifications, current edition.

If placed over a chip/scrub seal treatment, the application shall be a minimum of 5 to 10 calendar days after the treatment application.

# 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 SIGNAGE

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

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

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

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

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

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

#### SPECIAL NOTE FOR SIGNING

#### I. DESCRIPTION

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

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

#### II. MATERIALS

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

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

# III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform all site preparation only as approved, or directed, by the Engineer.
- C. Staking. See Special Note for Staking.
- **D. Signs and Posts.** Before beginning installation, the Contractor shall furnish to the Engineer drawings, descriptions, manufacturer's cuts, etc. covering 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 sheet to be used as the sign face to receive the retroreflective background material

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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 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 posts shall be of sufficient lengths to extend 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 in the summaries, Reflective Sign Post Panels shall be 2" wide x 60" tall (or 84" tall for urban installations) and 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

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steel post. 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).

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.

Post will be attached to the anchor 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 there are 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. 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.
- F. Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs 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.

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- **G. 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 preapproved by the Engineer.
- **H. 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 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.

- I. 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.
- **J. 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.
- **K. 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.

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- C. Signs. 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 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.
- 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. 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.** 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 proposal, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.

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- 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 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 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. Erosion Control. See Special Note for Erosion Control.

#### SPECIAL NOTE FOR EROSION CONTROL

# I. DESCRIPTION

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

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

#### II. MATERIALS

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

# III. CONSTRUCTION

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

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

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

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

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

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

The use of Temporary Mulch is encouraged.

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

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

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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.

#### IV. MEASUREMENT

**Erosion Control Blanket.** If required by the BMP, the Department will measure Erosion Control Blanket according to Section 212.04.07.

**Sodding.** If required by the BMP, the Department will measure Sodding according to Section 212.04.08.

**Channel Lining.** If required by the BMP, the Department will measure Erosion Control Blanket according to Sections 703.04.04 through 703.04.07.

Erosion Control. Contrary to Sections 212.04, 213.04 and 703.04, other than Erosion Control Blanket, Sodding, and Channel Lining, the Department will measure "Erosion Control" as one lump sum. The Department will not measure developing, updating, and maintaining a BMP plan for each site; providing a KEPSC qualified inspector; locating furnishing, installing, inspecting, maintaining, and removing erosion and water pollution control items; Roadway Excavation, Borrow Excavation, Embankment In Place, Topsoil Furnished and Placed, and Spreading Stockpiled Topsoil; Topdressing Fertilizer, Temporary and Permanent Seeding and Protection, Special Seeding Crown Vetch, and Temporary Mulch; Sedimentation Basin and Clean Sedimentation Basin, Silt Trap Type "A" and Clean Silt Trap Type "A"; Silt Trap Type "B" and Clean Silt Trap Type "B"; Silt Trap Type "C" and Clean Silt Trap Type "C"; Temporary Silt Fence and Clean Temporary Silt Fence; Plants, Vines, Shrubs, and Trees; Gabion and Dumped Stone Deflectors and Riffle Structures; Boulders; Temporary Ditches and clean Temporary Ditches; Geotextile Fabric, and all other erosion and water pollution control items required by the BMP or the Engineer, but shall be incidental to Erosion Control.

#### V. BASIS OF PAYMENT

**Erosion Control Blanket.** If not listed as a bid item, but required by the BMP, the Department will pay for Erosion Control Blanket as Extra Work according to Sections 104.03 and 109.04.

**Sodding.** If not listed as a bid item, but required by the BMP, the Department will pay for Sodding as Extra Work according to Sections 104.03 and 109.04.

**Channel Lining.** If not listed as a bid item, but required by the BMP, the Department will pay for Channel Lining as Extra Work according to Sections 104.03 and 109.04.

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> Erosion Control. Contrary to Sections 212.05 and 213.05, other than Erosion Control Blanket, Sodding, and Channel Lining, payment at the Contract lump sum price for "Erosion Control", shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the erosion and water pollution control work as specified in these notes, Sections 212 and 213, the Supplemental Specifications, applicable Special Provisions and Special Notes, and Standard and Sepia Drawings, including but not limited to developing, updating, and maintaining a BMP plan for each site; providing a KEPSC qualified inspector; locating, furnishing, installing, inspecting, maintaining, and removing erosion and water pollution control items; Roadway Excavation, Borrow Excavation, Embankment In Place, Topsoil Furnished and Placed, and Spreading Stockpiled Topsoil; Topdressing Fertilizer, Temporary and Permanent Seeding and Protection, Special Seeding Crown Vetch, and Temporary Mulch; Sedimentation Basin and Clean Sedimentation Basin, Silt Trap Type "A" and Clean Silt Trap Type "A"; Silt Trap Type "B" and Clean Silt Trap Type "B"; Silt Trap Type "C" and Clean Silt Trap Type "C"; Temporary Silt Fence and Clean Temporary Silt Fence; Plants, Vines, Shrubs, and Trees; Gabion and Dumped Stone Deflectors and Riffle Structures; Boulders; Temporary Ditches and clean Temporary Ditches; Geotextile Fabric and all other erosion and water pollution control items required by the BMP or the Engineer.

#### SPECIAL NOTE FOR STAKING

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

- 1. Contrary to Section 201.03.01, perform items 1-2 usually performed by the Engineer.
- 2. Using the proposed pavement superelevation rates, determine the necessary elevation changes along the edges of pavement for the proposed curve and the transitions leading into and out of the curve to achieve the proposed superelevation improvement. The intent is to provide a consistent superelevation throughout the curve and smooth transitions into and out of the curve. Once the elevation changes along the edges of pavement for the curve are determined and prior to starting paving operations, verify the proposed roadside re-grading along the 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 existing Right-of-Way and/or not impact a sensitive obstruction. If necessary, and with the approval of the Engineer, reduce the proposed superelevation rate of the curve if the new elevations of the edges of pavement will cause the proposed roadside grading to extend beyond the existing Right-of-Way and/or impact a sensitive obstruction. Alternatively, with the approval of the Engineer and to the extent allowable by the "Ditching & Shouldering and Embankment Benching Details" and/or the Special Note for Ditching & Shouldering, 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 existing Right-of-Way and/or not impact a sensitive obstruction. After the final proposed elevation changes along the edges of pavement for the 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. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked

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

- 4. Produce and furnish to the Engineer "As Built" information for the superelevation 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 curve and the transitions into and out of the curve. Elevation data of the curve improvements is not necessary; simply the cross slope percentage every 50 feet.
- 5. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the striping and/or pavement markings.
- 6. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
- 7. Perform any and all other staking operations required to control and construct the work.

# SPECIAL NOTE FOR DITCHING & SHOULDERING

# I. DESCRIPTION

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

- (1) Maintaining and Controlling Traffic; (2) Site Preparation; (3) Ditching; (4) Shouldering;
- (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 Class 1. When listed as a bid item, furnish Geotextile Fabric Class 1 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 seeding and protection. Perform all site preparation as approved or directed by the Engineer.
- D. Staking. See Special Note for Staking.

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E. Ditching & Shouldering. Perform Ditching & Shouldering at the approximate locations listed on the Summary Sheets and/or Plan Sheets, or at locations as directed by the Engineer. All work shall be completed according to Section 209, or as specified in the DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS, the Typical Sections, the Plan Sheets, or as directed by the Engineer. Ditching & Shouldering 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, Ditching & Shouldering 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 incidental to the bid item DITCHING & SHOULDERING. For more information refer to the DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS.
- G. Channel Lining. Install Class II Channel Lining along any sections of ditches, fill slopes, or ditch backslopes identified in the Proposal, or any other locations the Engineer directs for slope protection or erosion control. When Channel Lining is proposed to be installed along a steep fill slope in order to establish a width of shoulder (as shown in Figure 5 of the DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS), the Channel Lining is to be capped with Geotextile Fabric Class 1 and 4" of Crushed Stone Base. In lieu of 4" of Crushed Stone Base, 4" of DGA and a 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 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.

Ditching & Shouldering Page 3 of 5

- 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 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 preapproved by the Engineer.
- 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 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

Ditching & Shouldering Page 4 of 5

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

#### IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Erosion Control. See Special Note for Erosion Control.
- **C. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
- **D. Staking.** See Special Note for Staking.
- **E. Ditching & Shouldering.** Contrary to Section 209.04 the Department will measure the bid item DITCHING & SHOULDERING in linear feet along the centerline of the roadway as the length of the actual ditching and/or shouldering work performed. Further, this measurement will only include one side of the roadway. Therefore, for areas where ditching and shouldering occurs on both sides of the road, the Department will measure each side independently. The Department will not measure cleaning pipe structures 36 inches or less in diameter or reshaping any deformed ends on metal entrance pipes that are to remain in place, as these operations are considered incidental to the bid item DITCHING & SHOULDERING.
- **F. Embankment Benching.** The Department will not measure Embankment Benching for payment. Any and all required embankment benching shall be incidental to the bid item DITCHING & SHOULDERING.
- **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, Class 1.** When listed as a bid item, Geotextile Fabric, Class 1 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. Ditching & Shouldering.** The Department will make payment for the completed and accepted quantities under the bid item DITCHING & SHOULDERING. The Department will consider payment full compensation for furnishing all labor, materials, equipment, and incidentals necessary to preform Ditching & Shouldering 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, Class 1. When listed as a bid item, the Department will make payment for Geotextile Fabric, Class 1 according to Section 214.05.

# SPECIAL NOTE

# For Tree Removal

# Floyd County KY 122 Safety Hazard Elimination Project Item No. 12-9005

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST HEIGHT) FROM JUNE 1- 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

#### I. DESCRIPTION

All work shall be performed in accordance with the Department's current Standard Specifications for Road and Bridge Construction and applicable Special Provisions, except as hereafter specified. Article references are to the Standard Specifications.

This work shall consist furnishing all equipment, labor, 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. For the locations that are listed under the bid item "Trim and Remove Trees and 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

Tree, Stump, & Brush Removal Page 2 of 5

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 via mechanical grinding, or other methods approved by the Engineer, to a minimum depth of four (4) inches 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.

For the trees and/or stumps that are listed for removal under the bid item "Remove Trees or Stumps" cut and remove each tree and/or stump, as indicated in the Proposal, or as directed by the Engineer.

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 items "Remove Trees or Stumps" and/or "Trim and Remove Trees and Brush."

NOTE: Tree cutting restrictions apply. <u>See the Special Note for Tree Removal for details</u> 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 Project 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.

Tree, Stump, & Brush Removal Page 3 of 5

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)

\* 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)

\* 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.

Tree, Stump, & Brush Removal Page 4 of 5

- **E. Property Damage.** The Contractor will be responsible for all damage to public and/or private property resulting from his 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 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 activities to 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 work day, 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. Remove Trees or Stumps.** The Department will measure the quantity as Each tree and/or stump removed. Trees and/or stumps to be measured under this bid item are only those trees and/or stumps indicated on the Plans or in the Proposal, or as directed by the Engineer.

Tree, Stump, & Brush Removal Page 5 of 5

- **D.** 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.
- **E. Stump Treatment.** The Department will NOT measure for payment the operation of Stump Treatment. This activity shall be incidental to the bid items "Remove Trees or Stumps" and/or "Trim & Remove Trees & Brush".
- **F.** 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.
- **G. 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.
- H. 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 Trees or Stumps.** The Department will make payment for the completed and accepted quantities of Each tree and/or stump removed. 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 removing the trees and/or stumps.
- C. 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.
- **D. Erosion Control.** See the Special Note for Erosion Control.

# SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES

The ultimate fixed completion date for this project will be September 30, 2022. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

Trees and/or bushes that are <u>5 inches</u> 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 <u>NOT</u> receive payment at the contract unit price. Furthermore, failure to adhere to these restrictions shall result in Liquidated Damages in the amount of \$353 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 regardless of whether seasonal limitations prohibit the Contractor from performing work on the controlling operation.

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

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#### SPECIAL NOTE FOR NON-TRACKING TACK COAT

- 1. DESCRIPTION AND USEAGE. This specification covers the requirements and practices for applying a non-tracking tack asphalt coating. Place this material on the existing pavement course, prior to placement of a new asphalt pavement layer. Use when expedited paving is necessary or when asphalt tracking would negatively impact the surrounding area. This material is not suitable for other uses. Ensure material can "break" within 15 minutes under conditions listed in 3.2.
- 2. MATERIALS, EQUIPMENT, AND PERSONNEL.
  - 2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.
  - 2.1.1 Provide a tack conforming to the following material requirements:

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

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

- 2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14" and 18" from the roadway.
- 2.3. Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

#### 3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris on to the pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.

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- 3.2 Non-tracking Tack Application. Placement of non-tracking tack is not permitted from October 1<sup>st</sup> to May 15<sup>th</sup>. When applying material, ensure the roadway temperature is a minimum of 40°F and rising. Prior to application, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 180 °F. After the initial heating, between 170 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. Increase material application rate if needed to achieve full coverage. Schedule the work so that, at the end of the day's production, all non-tracking tack is covered with the asphalt mixture. If for some reason the non-tracking tack cannot be covered by an asphalt mixture, ensure the non-tracking tack material is clean and reapply the non-tracking tack prior to placing the asphalt mixture. Do not heat material more than twice in one day.
- 3.3 Non-tracking Tack Certification. Furnish the tack certification to the Engineer stating the material conforms to all requirements herein prior to use.
- 3.4 Sampling and Testing. The Department will require a sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.
- 4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the non-tracking tack. The Department will consider all such items incidental to the non-tracking tack.
- 5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. Non-tracking tack will not be permitted for use from October 1<sup>st</sup> to May 15<sup>th</sup>. From September 1<sup>st</sup> to June 1<sup>st</sup>, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

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Non-Tracking Tack Price Adjustment Schedule								
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay		
Viscosity, SFS, 77 ° F	20 - 100	19 - 102	17 - 18	15 - 16	14	≤13		
			103 - 105	106 - 107	108 - 109	≥ 110		
Sieve, %	0.30 max.	≤ 0.40	0.41 - 0.50	0.51 - 0.60	0.61 - 0.70	≥ 0.71		
Asphalt Residue, %	50 min.	≥49.0	48.5 – 48.9	48.0 - 48.4	47.5-47.9	≤ 47.4		
Oil Distillate, %	1.0 max.	≤1.0	1.1-1.5	1.6 - 1.7	1.8-1.9	>2.0		
Residue Penetration, 77 ° F	20 max.	≤ 21	22 - 23	24 - 25	26 - 27	≥ 28		
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	≥0.95	0.92 - 0.94	0.90 - 0.91	0.85 - 0.89	≤ 0.84		
Softening Point, ° F	149 min.	≥145	142 - 144	140 - 141	138 - 139	≤ 137		
Solubility, %	97.5 min.	≥ 97.0	96.8 – 96.9	96.6 – 96.7	96.4 – 96.5	≤ 96.3		

Code<br/>24970ECPay Item<br/>Asphalt Material for Tack Non-TrackingPay Unit<br/>Ton

# 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 NOTES FOR GUARDRAIL

#### 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, Guardrail with Extra Length Post, 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. Furnish approximately 1000 Extra Length Post (9 foot length, steel, 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. 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, adding and compacting of suitable

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materials on the existing shoulders to provide proper template or foundation for the guardrail; filling voids left as the result of removing existing guardrail and guard posts with dry sand; temporary pollution and erosion control; disposal of excess, 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 and locations for Extra Length Posts 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.

- **D. Delineators for Guardrail.** Construct Delineators for Guardrail according to Standard Drawing RBR-055 Delineators for Guardrail, current edition.
- **E. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.
- **F.** Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require 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.
- **G. 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,

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and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.

- **H.** 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.
- I. 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.
- **J.** 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, Extra Length Post, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail. The Department will measure according to Section 719.04.
- **D. Delineators for Guardrail.** See Standard Drawing RBR-055 Delineators for Guardrail.
- **E.** 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.
- **F. Erosion Control.** See the Special Note for Erosion Control.

#### V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. Guardrail, Extra Length Post, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail. The Department will make payment according to Section 719.05.

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- C. Delineators for Guardrail. See Standard Drawing RBR-055 Delineators for Guardrail.
- **D. Erosion Control.** See the Special Note for Erosion Control.

#### SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

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

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

NOTICE TO CONTRACTOR: The Department considers transfer of millings to the state maintenance facility to be a part of the construction project, therefore truck operators are subject to receiving prevailing wages.

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

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#### SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

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

1-3725 Typical Section Dimensions 01/02/2012

#### TRAFFIC CONTROL PLAN

#### TRAFFIC CONTROL GENERAL

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

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

#### PROJECT PHASING & CONSTRUCTION PROCEDURES

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 on the following dates:

Easter Weekend Friday, April 15, 2022 – Sunday, April 17, 2022 Memorial Day Weekend Friday, May 27, 2022 – Monday, May 30, 2022 Independence Day Weekend Friday, July 1, 2022 – Monday, July 4, 2022

Labor Day Weekend Friday, September 2, 2022 – Monday, September 5, 2022

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

#### LANE CLOSURES

Do not leave lane closures in place during prohibited periods. Do not leave lane closures in place during non-working hours, unless otherwise approved by the Engineer.

#### 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.

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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 at locations determined by the Engineer. 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 within 8 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 relocated during the duration of the project. The Department will not measure for payment any replacements for damaged Changeable Message Signs or any changeable message signs the Engineer directs to be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

#### BARRICADES

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

#### **TEMPORARY ENTRANCES**

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

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

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control

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Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

#### PAVEMENT MARKINGS

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

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

#### PAVEMENT EDGE DROP-OFFS

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

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

Less than 2" - No protection required.

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

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

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

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#### USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

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

#### **Application**

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

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

#### CMS should not be used for:

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

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#### Messages

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

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

#### **Placement**

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

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

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<u>Standard Abbreviations</u>
The following is a list of standard abbreviations to be used on CMS:

Word	Abbrev	Example
Access	ACCS	ACCIDENT AHEAD/ USE ACCS RD NEXT RIGHT
Alternate	ALT	ACCIDENT 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	ACCIDENT ON AA HWY/ EXPECT DELAYS
Hour	HR	ACCIDENT 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	ACCIDENT 3 MI AHEAD/ USE ALT RTE
Minor	MNR	ACCIDENT 3 MI MNR DELAY
Minutes	MIN	ACCIDENT 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	ACCIDENT 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)

Word	<u>Abbrev</u>	<b>Example</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 NO USE THESE ABBREVIATIONS:

<u>Abbrev</u>	Intended Word	<b>Word Erroneously Given</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.

<u>Action</u>
ALL TRAFFIC EXIT RT
AVOID DELAY USE XX
CONSIDER ALT ROUTE
DETOUR
<b>DETOUR XX MILES</b>
DO NOT PASS
EXPECT DELAYS
FOLLOW ALT ROUTE
KEEP LEFT
KEEP RIGHT
MERGE XX MILES
MERGE LEFT
MERGE RIGHT
ONE-WAY TRAFFIC
PASS TO LEFT

#### Traffic Control Plan Page 8 of 8

## Typical Messages (cont)

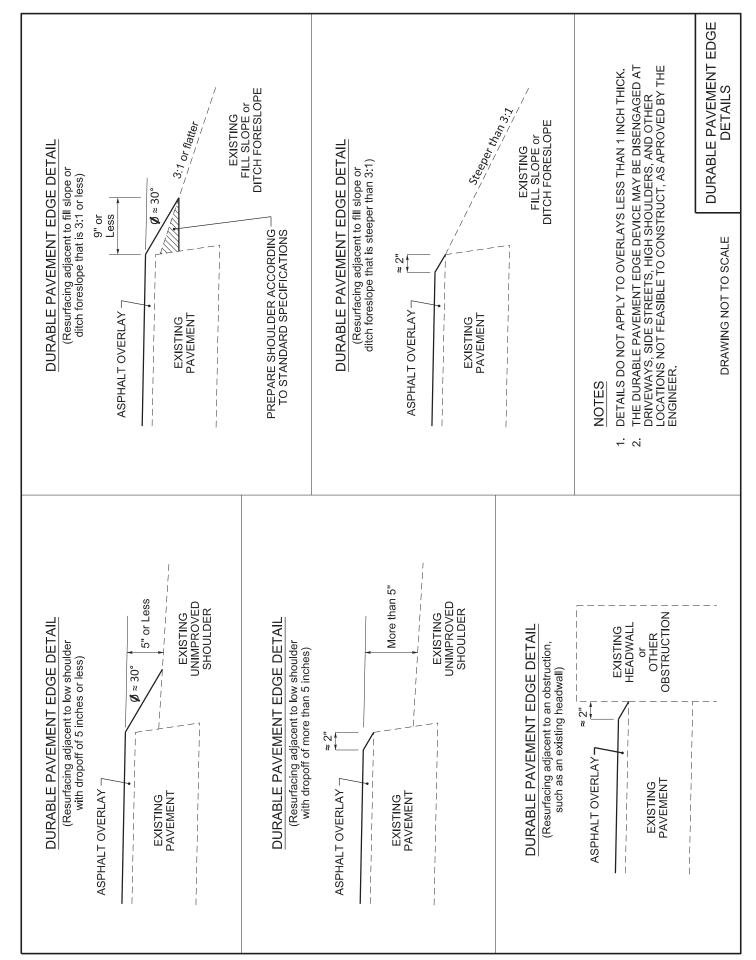
TRAFFIC SLOWS TRUCK CROSSING TRUCKS ENTERING TOW TRUCK AHEAD **UNEVEN LANES** WATER ON ROAD

**WET PAINT** 

WORK ZONE XX MILES WORKERS AHEAD

Reason/Problem FOG XX MILES FREEWAY CLOSED FRESH OIL **HAZMAT SPILL ICE INCIDENT AHEAD** LANES (NARROW, SHIFT, MERGE, ETC.) LEFT LANE CLOSED LEFT LANE NARROWS **LEFT 2 LANES CLOSED** LEFT SHOULDER CLOSED LOOSE GRAVEL MEDIAN WORK XX MILES MOVING WORK ZONE, WORKERS IN ROADWAY **NEXT EXIT CLOSED** NO OVERSIZED LOADS **NO PASSING** NO SHOULDER ONE LANE BRIDGE PEOPLE CROSSING RAMP CLOSED RAMP (SLIPPERY, ICE, ETC.) RIGHT LANE CLOSED RIGHT LANE NARROWS RIGHT SHOULDER CLOSED ROAD CLOSED ROAD CLOSED XX MILES ROAD (SLIPPERY, ICE, ETC.) **ROAD WORK** ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE) ROAD WORK XX MILES SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.) **NEW SIGNAL XX MILES** SLOW 1 (OR 2) - WAY TRAFFIC SOFT SHOULDER STALLED VEHICLES AHEAD TRAFFIC BACKUP

Action **PASS TO RIGHT** PREPARE TO STOP REDUCE SPEED **SLOW SLOW DOWN** STAY IN LANE STOP AHEAD STOP XX MILES TUNE RADIO 1610 AM **USE NN ROAD USE CENTER LANE USE DETOUR ROUTE USE LEFT TURN LANE USE NEXT EXIT USE RIGHT LANE** WATCH FOR FLAGGER



Contract ID: 224102 Page 67 of 186

TC 62-226 Rev. 01/2016



# KENTUCKY TRANSPORTATION CABINET Department of Highways

# DIVISION OF RIGHT OF WAY & UTILITIES

# TILITIES Page 1 of 1

#### **RIGHT OF WAY CERTIFICATION**

Original	Original Re-Certification RIGHT OF WAY CERTIFICATION							
ITEM# COUNTY			PROJECT # (STATE) PROJECT # (FE					
12-9005 Floyd		FD52 036 013	22 029-035	HSIP 5357 (023)				
PROJECT DESCRIPTION								
Perform Low (	Perform Low Cost Safety Improvements along KY 122 between MP 29.736 and MP 34.191 in Floyd County, KY							
No Addit								
						· · · · · · · · · · · · · · · · · · ·	nnce 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.							
				of Way Required and (	Cleared)			
	•			ol of access rights when a		een acquired including	g legal and physical	
-			-	-			may be some improvements	
							physical possession and the	
_	_						n paid or deposited with the	
				nce with the provisions			ilable to displaced persons	
				of Way Required with		va directive.		
				<u> </u>		of-way required for t	he proper execution of the	
					_	• •	n has not been obtained, but	
•			•		•	• .	s physical possession and right	
	_		-		•	-	e court for most parcels. Just	
				be paid or deposited wit		o AWARD of construct	ion contract	
				of Way Required with				
-	_		-			·	rcels still have occupants. All	
			-	nt housing made availab			necessary right of way will not	
							paid or deposited with the	
			-	ng. KYTC will fully meet a		-	-	
				all acquisitions, relocatio	•			
			ntract or fo	rce account construction	ı <b>.</b>			
Total Number of Par				EXCEPTION (S) Parcel #	ANTICIE	PATED DATE OF POSSESSIO	N WITH EXPLANATION	
Number of Parcels 1	hat Have	Been Ac						
Signed Deed Condemnation			0					
Signed ROE			0					
Notes/ Comments (Use Additional Sheet if necessary)								
LPA RW Project Manager			ger	Right of Way Supervisor				
Printed Name					Printed Name	J	oe Tackett	
Signature					Signature		Tackett	
Date			Date		2-16-2021			
	Righ	t of W	/ay Directo	or	FHWA			
Printed Name	0			2021.12.16	Printed Name	No Sign	ature Required	
Signature	/1/	1. 1	110		Signature		FHWA-KYTC	
Date	Ju	ny	exce	<del>14:36:59 -05'00'</del>	Date	Current Ste	wardship Agreement	

Floyd County HSIP 5357 (023) FD52 036 0122 029-035

Mile point: 29.736 TO 34.191

PERFORM LOW COST SAFETY IMPROVEMENTS ALONG KY 122 BETWEEN MP 29.736 AND MP 34.191 IN

FLOYD COUNTY, KY. (2016BOP) ITEM NUMBER: 12-9005.00

#### **PROJECT NOTES ON UTILITIES**

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). For all projects over 2000 linear feet, which are defined as a "Large Project" in KRS 367.4903(18), the awarded contractor shall initially mark the first 2000 linear feet minimally of proposed excavation or construction boundaries of the project to be worked using the procedure set forth in KRS 367.4909(9)(k). This temporary field locating of the project excavation boundary shall take place prior to submitting an excavation location request to the underground utility protection Kentucky Contact Center. For large projects, the awarded contractor shall work with the impacted utilities to determine when additional white lining of the remainder of the project site will take place. This provision shall not alter or relieve the awarded contractor from complying with requirements of KRS 367.4905 to 367.4917 in their entirety.

Please 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 activities. The contractor will coordinate his activities to minimize and, where possible,

Floyd County HSIP 5357 (023) FD52 036 0122 029-035

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PERFORM LOW COST SAFETY IMPROVEMENTS ALONG KY 122 BETWEEN MP 29.736 AND MP 34.191 IN

FLOYD COUNTY, KY. (2016BOP) ITEM NUMBER: 12-9005.00

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.

Floyd County HSIP 5357 (023) FD52 036 0122 029-035

Mile point: 29.736 TO 34.191

PERFORM LOW COST SAFETY IMPROVEMENTS ALONG KY 122 BETWEEN MP 29.736 AND MP 34.191 IN

FLOYD COUNTY, KY. (2016BOP) ITEM NUMBER: 12-9005.00

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

AT&T - KY - Telephone

Kentucky Power Company - Electric

Inter-Mountain Cable - CATV

SuddenLink Communications - CATV

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

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

Not Applicable

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

FLOYD COUNTY 036GR22T002-HSIP & FD05 Contract ID: 224102 Page 71 of 186

#### **UTILITIES AND RAIL CERTIFICATION NOTE**

Floyd County HSIP 5357 (023) FD52 036 0122 029-035

Mile point: 29.736 TO 34.191
PERFORM LOW COST SAFETY IMPROVEMENTS ALONG KY 122 BETWEEN MP 29.736 AND MP 34.191 IN

FLOYD COUNTY, KY. (2016BOP) ITEM NUMBER: 12-9005.00

Kentucky Frontier Gas, LLC - Natural Gas — Company has a 4 inch gas main running along the existing edge of pavement. Kentucky Frontier Gas, LLC has agreed to relocate this gas line at their own cost. The relocation may need to take place during the road construction. The road contractor will be required to meet with KY Frontier Gas LLC, D-12 Utilities and Floyd County Construction prior to beginning construction of the project. KY Frontier Gas is requesting their line remain in place till April 2022 at which time the company will relocate the line in conjunction with the road construction.

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

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☑ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

Floyd County HSIP 5357 (023) FD52 036 0122 029-035

Mile point: 29.736 TO 34.191

PERFORM LOW COST SAFETY IMPROVEMENTS ALONG KY 122 BETWEEN MP 29.736 AND MP 34.191 IN

FLOYD COUNTY, KY. (2016BOP) ITEM NUMBER: 12-9005.00

# **AREA FACILITY OWNER CONTACT LIST**

Facility Owner	Address	Contact	Phone	Email
		Name		
AT&T - KY - Telephone	102 Walters Rd Pikeville KY 41501	Jack Salyer	6064249328	js2299@att.com
Inter-Mountain Cable -	5 Laynesville Rd. Harold	Roy	6064796222	rharlow@gearheart.com
CATV	KY 41635	Harlow		
Kentucky Frontier Gas, LLC	Route 321 N	Mike	6068862431	harris62407@yahoo.com
- Natural Gas	Prestonsburg KY 41653	Harris		
Kentucky Power Company	12333 Kevin Avenue	Ronald	6069291462	rlcanfield@aep.com
- Electric	Ashland KY 41102	Canfield		
Southern Water & Sewer	McDowell, KY	Logan	606-339-	loganmcrowder@gmail.com
District		Crowder	8887	
SuddenLink	1421 South 2nd Street	Coatt Molf	E014720202	Coatt Walf@alltiagusa.com
Communications - CATV	Cabot AZ 72023	SCOLL WOII	5014/29293	Scott.Wolf@allticeusa.com

#### **MATERIAL SUMMARY**

CONTRACT ID: 224102	036GR22T002-HSIP & FD05	1203601222201
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KENTUCKY HIGHWAY 122 (KY 122) 0.037 MILES SOUTH EAST OF KY 306 INTERSECTION EXTENDING EAST TO THE FLOYD-PIKE COUNTY LINE ASPHALT PAVEMENT & ROADWAY REHAB, A DISTANCE OF 4.45 MILES.

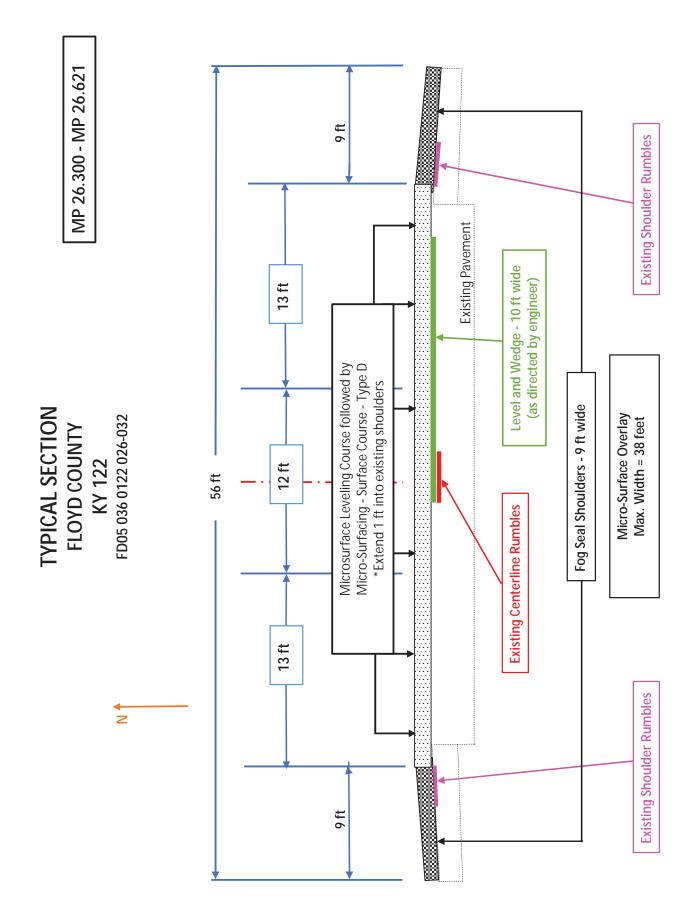
Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE - (FOR HSIP)	80.00	TON
0010	00190	LEVELING & WEDGING PG64-22 - (FOR HSIP)	303.00	TON
0015	00221	CL2 ASPH BASE 0.75D PG64-22 - (FOR HSIP)	131.00	TON
0020	00301	CL2 ASPH SURF 0.38D PG64-22 - (FOR HSIP)	292.00	TON
0025	02676	MOBILIZATION FOR MILL & TEXT - (FOR HSIP)	1.00	LS
0030	02677	ASPHALT PAVE MILLING & TEXTURING - (FOR HSIP)	292.00	TON
0035	02697	EDGELINE RUMBLE STRIPS - (FOR HSIP)	18,800.00	LF
0040	21652EN	MICROSURFACING-LEVELING COURSE - (FOR HSIP)	21,000.00	SQYD
0045	23071EN	OVERBAND CRACK SEALING - (FOR HSIP)	2,400.00	LB
0050	24958EC	MICROSURFACING-SURFACE COURSE - TYPE D - (FOR HSIP)	21,000.00	SQYD
0055	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING - (FOR HSIP)	2.40	TON
0060	02460	REMOVE TREES OR STUMPS - (FOR HSIP)	8.00	EACH
0065	02575	DITCHING AND SHOULDERING - (FOR HSIP)	1,550.00	LF
0070	02650	MAINTAIN & CONTROL TRAFFIC - (FOR HSIP)	1.00	LS
0075	02671	PORTABLE CHANGEABLE MESSAGE SIGN - (FOR HSIP)	3.00	EACH
0800	02726	STAKING - (FOR HSIP)	1.00	LS
0085	03269	TRIM & REMOVE TREES & BRUSH - (FOR HSIP)	3,900.00	LF
0090		PAVE STRIPING-TEMP PAINT-4 IN - (FOR HSIP)	65,000.00	LF
0095	06542	PAVE STRIPING-THERMO-6 IN W - (FOR HSIP)	18,800.00	LF
0100	06543	PAVE STRIPING-THERMO-6 IN Y - (FOR HSIP)	18,800.00	LF
0105	21415ND	EROSION CONTROL - (FOR HSIP)	1.00	LS
		DURABLE WATERBORNE MARKING-6 IN W - (FOR		
0110	24189ER	•	13,640.00	LF
0115		DURABLE WATERBORNE MARKING-6 IN Y - (FOR HSIP)	13,640.00	LF
0120		TEMPORARY SIGNS - (FOR HSIP)	230.00	SQFT
0125		SBM ALUM SHEET SIGNS .080 IN - (FOR HSIP)	560.00	SQFT
0130		SBM ALUM SHEET SIGNS .125 IN - (FOR HSIP)	296.00	SQFT
0135		STEEL POST TYPE 1 - (FOR HSIP)	1,500.00	LF
0140		REMOVE SIGN - (FOR HSIP)		EACH
0145	24631EC	BARCODE SIGN INVENTORY - (FOR HSIP)	190.00	EACH
0150	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE - (FOR HSIP)	206.00	EACH
0155	02351	GUARDRAIL-STEEL W BEAM-S FACE - (FOR HSIP)	9,849.00	LF
0160	02360	GUARDRAIL TERMINAL SECTION NO 1 - (FOR HSIP)	23.00	EACH
0165	02367	GUARDRAIL END TREATMENT TYPE 1 - (FOR HSIP)	16.00	EACH
0170	02369	GUARDRAIL END TREATMENT TYPE 2A - (FOR HSIP)	1.00	EACH
0175	02371	GUARDRAIL END TREATMENT TYPE 7 - (FOR HSIP)	12.00	EACH
0180	02381	REMOVE GUARDRAIL - (FOR HSIP)	11,350.00	LF
0185	02391	GUARDRAIL END TREATMENT TYPE 4A - (FOR HSIP)	7.00	EACH
0190	02399	EXTRA LENGTH GUARDRAIL POST - (FOR HSIP)	1,000.00	EACH
0195	02569	DEMOBILIZATION	1.00	LS

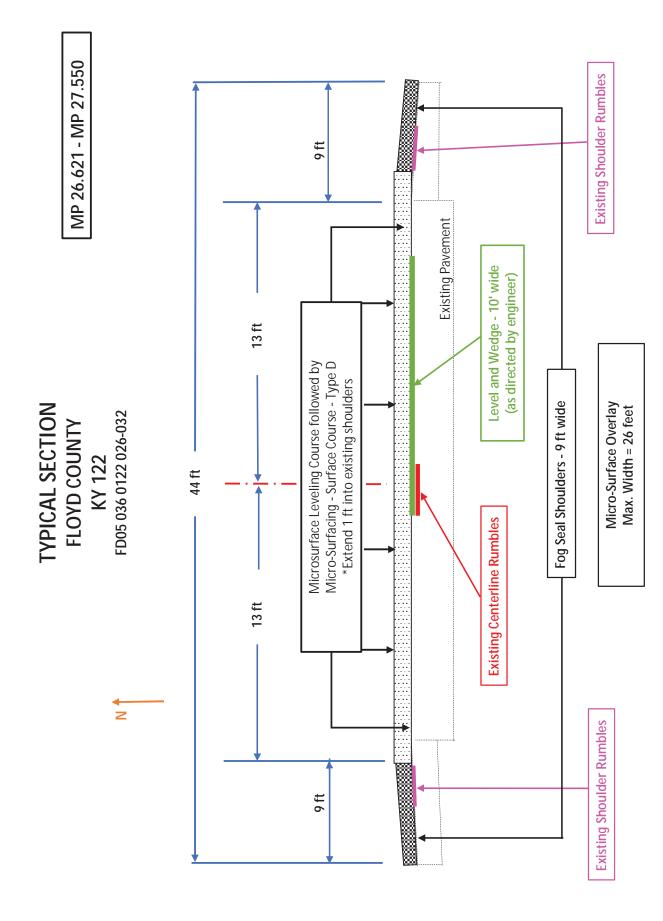
#### **MATERIAL SUMMARY**

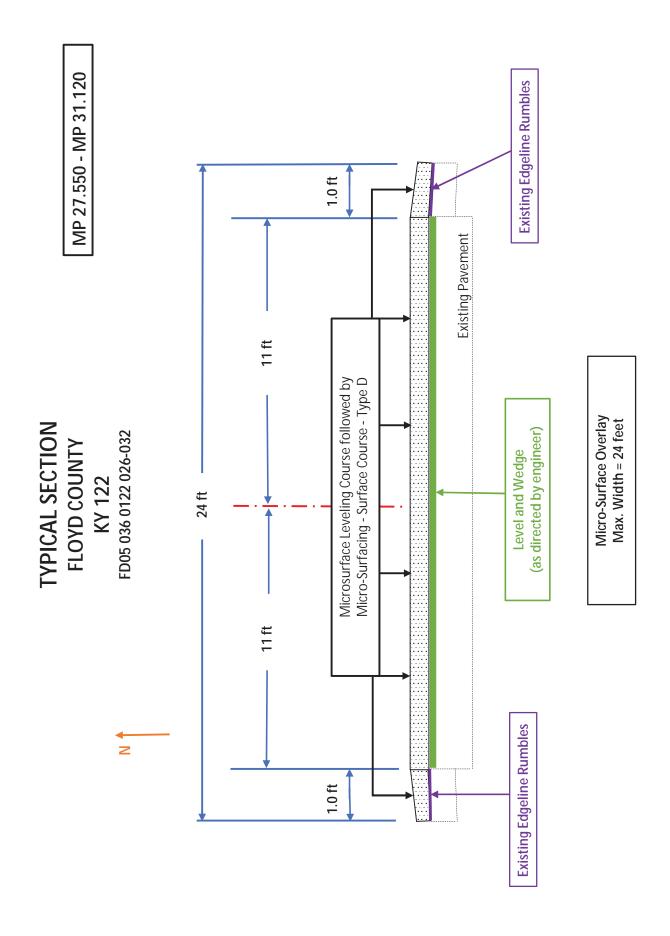
CONTRACT ID: 224102	036GR22T002-HSIP & FD05	MP03601222201

HI HAT - MELVIN (KY 122) BEGINNING 0.116 MILES WEST OF MT. RAIDER DRIVE EXTENDING EAST TO KY 466. MICROSURFACING, A DISTANCE OF 4.82 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0200	00190	LEVELING & WEDGING PG64-22 - (FOR FD05)	300.00	TON
0205	00356	ASPHALT MATERIAL FOR TACK - (FOR FD05)	3.00	TON
0210	02562	TEMPORARY SIGNS - (FOR FD05)	230.00	SQFT
0215	02650	MAINTAIN & CONTROL TRAFFIC - (FOR FD05)	1.00	LS
0220	02697	EDGELINE RUMBLE STRIPS - (FOR FD05)	37,700.00	LF
0225	06510	PAVE STRIPING-TEMP PAINT-4 IN - (FOR FD05)	118,000.00	LF
0230	06542	PAVE STRIPING-THERMO-6 IN W - (FOR FD05)	51,000.00	LF
0235	06543	PAVE STRIPING-THERMO-6 IN Y - (FOR FD05)	51,000.00	LF
0240	06569	PAVE MARKING-THERMO CROSS-HATCH - (FOR FD05)	250.00	SQFT
0245	06574	PAVE MARKING-THERMO CURV ARROW - (FOR FD05)	3.00	EACH
0250	20458ES403	CENTERLINE RUMBLE STRIPS - (FOR FD05)	6,600.00	LF
0255	21417ES717	PAVE MARK THERMO CONE CAP-SOLID YELLOW - (FOR FD05)	110.00	SQFT
0260	21652EN	MICROSURFACING-LEVELING COURSE - (FOR FD05)	77,466.00	SQYD
0265	23071EN	OVERBAND CRACK SEALING - (FOR FD05)	10,000.00	LB
0270	24878EC	ASPHALT EMULSION FOR FOG SEAL - (FOR FD05)	5.00	TON
0275		MICROSURFACING-SURFACE COURSE - TYPE D - (FOR FD05)	77,466.00	SQYD
0280	02569	DEMOBILIZATION	1.00	LS

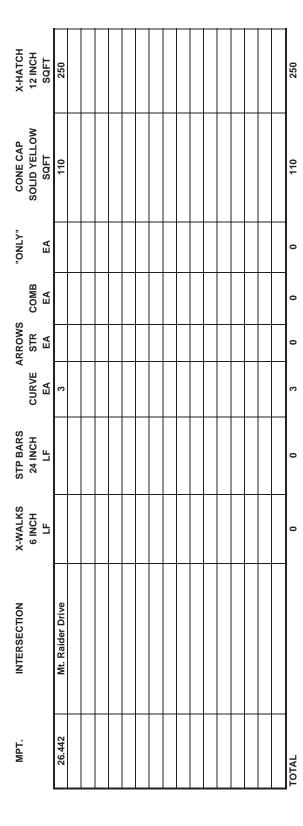


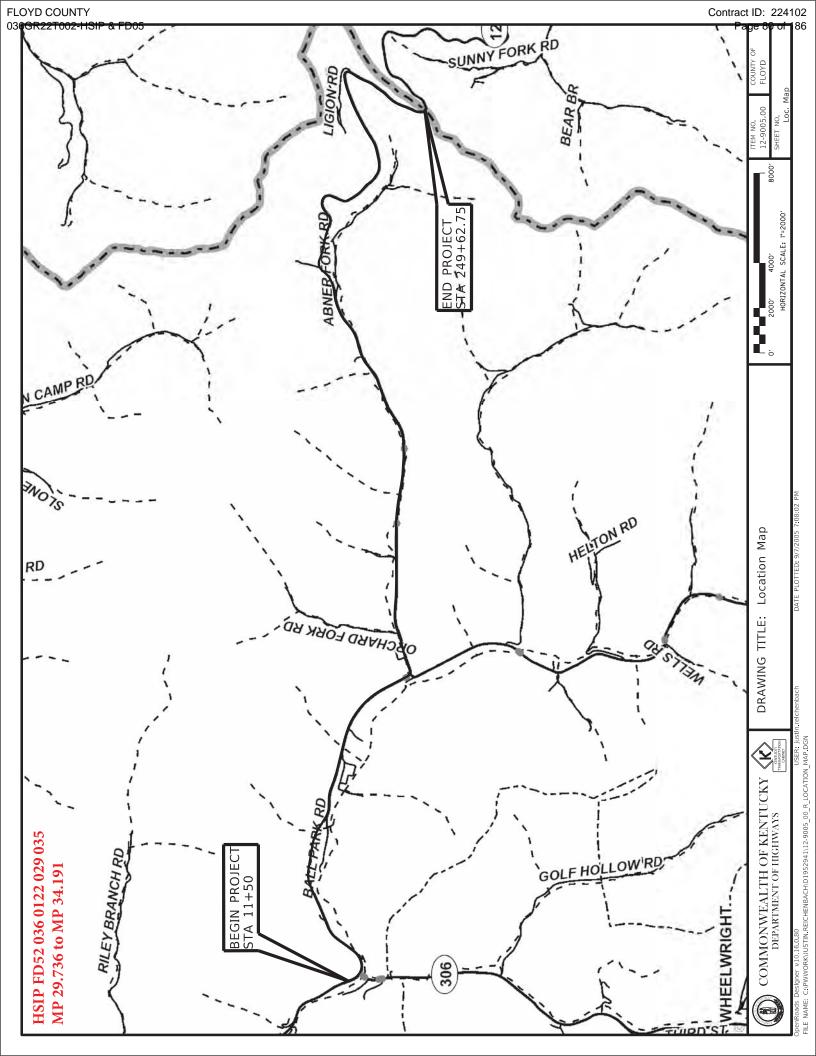




### FD05 036 0122 026-032 MP 26.300 - 31.120

## Floyd County THERMOPLASTIC INTERSECTION PAVEMENT MARKINGS SUMMARY FD05 036 0122 026-032





## TYPICAL SECTION - RESURFACING

FLOYD COUNTY

KY 122

12-9005.00

STA 88+50 - STA 97+50 MP 31.12 - MP 31.29

⊕- <mark>-</mark>4

1'-0"

\_\_

7

1,-0

Grade Point

2%

2%

2%

2:1 Maximum 4:1 Desirable

2%

HSIP - FD52 036 0122 029-035

NEW CONSTRUCTION: GRADE, DRAIN AND FLEXIBLE PAVEMENT
- USING -

1 1/4" Compacted Depth CL 2 Asph Surf 0.38D PG64-22

Approx.1 1/4" Surface

KY 122 PAVEMENT

Mill and Texture 1 1/4" depth of Existing Pavement. Apply Non-Trackless Tack Coat according to Section 406 of the Current Version of the Standard Specifications.

# TYPICAL SECTION - SUPERELEVATION IMPROVEMENTS

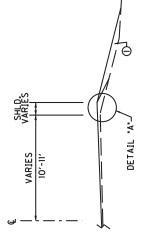
## FLOYD COUNTY

KY 122

12-9005.00

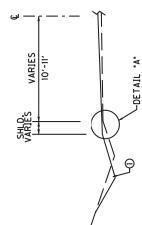
HSIP - FD52 036 0122 029-035

STA 97+50 - STA 104+00 MP 31.29 - MP 31.412



## SUPERELEVATED SECTION

© COMPACTED EMBANKMENT (INCIDENTAL TO DITCHING & SHOULDERING). CONTRACTOR SHALL PROPERLY BENCH INTO EXISTING SLOPE AND APPLY PROPERLY BENCH COMPACTION. COMPACT MATERIAL ACCORDING TO STANDARD SPECIFICATIONS (SECT. 206). FINAL PAYMENT WILL BE PAID AS LF OF DITCHING & SHOULDERING AND INCLUDE ALL WORK NECESSARY TO PREFORM WORK, SHOULDER EMBANKMENT MATERIAL SHALL BE SUJTABLE FOR VECETATION GROWTH. COCATIONS THAT ARE LIMITED DUE TO RYW, UTILITY POCES, TREES, OR OTHER SENSITIVE OBSTRUCTIONS MAY REQUIRE EMBANKMENT BUT ONLY OUT TO THE EDGE OF R.W OR SENSITIVE OBSTRUCTIONS, (SLOPE MAY BE STEEPER THAN 3:1) EXCAVATION TO ACHIEVE THE PROPOSED DITCHES IS INCIDENTAL TO THE BID ITEM DITCHING & SHOULDERING.

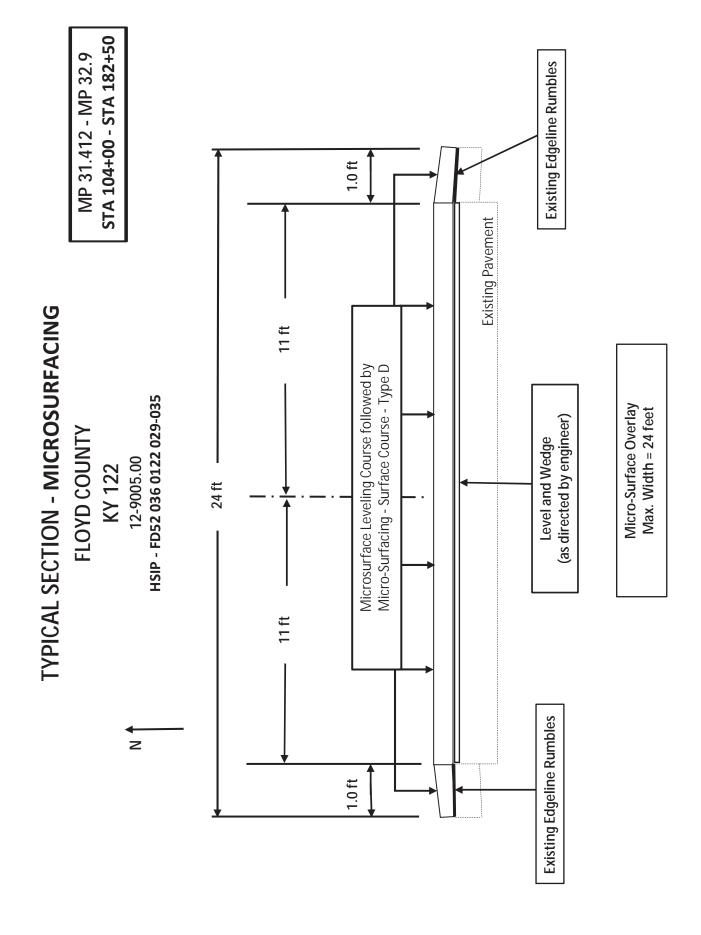


## SUPERELEVATED SECTION

#### CUT 1,25° SURF 리 EXISTING PAVEMENT DETAIL 'A' SHLDR Varies 1-2' LEVEL & WEDGE -

## KY 122 SUPERELEVATION IMPROVEMENTS

1.25" SURFACE — CL2 ASPH SURF 0.38D PG64-22 DEPTH VARIES — CL2 ASPH BASE 1.00D PG64-22 DEPTH VARIES — LEVELING & WEDGING PG64-22



11.51	The state of the s		
DGA RASE	Item Description	Supplemental Description	Quantity
	LEVELING & WEDGING PG64-22		303
CL2	CL2 ASPH BASE 0.75D PG64-22		131
CL	CL2 ASPH SURF 0 38D PG64-22		292
≥	MOBILIZATION FOR MILL & TEXT		1
Ą	ASPHALT PAVE MILLING & TEXTURING		292
Ш	EDGELINE RUMBLE STRIPS		18800
2	MICROSURFACING-LEVELING COURSE		21000
O	OVERBAND CRACK SEALING		2400
_	MICROSURFACING-SURFACE COURSE - TYPE D		21000
_	ASPHALT MATERIAL FOR TACK NON-TRACKING		2.4
_	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE		206
	GUARDRAIL-STEEL W BEAM-S FACE		9849
	GUARDRAIL TERMINAL SECTION NO 1		23
_	GUARDRAIL END TREATMENT TYPE 1		16
	GUARDRAIL END TREATMENT TYPE 2A		1
	GUARDRAIL END TREATMENT TYPE 7		12
	REMOVE GUARDRAIL		11350
	GUARDRAIL END TREATMENT TYPE 4A		7
_	EXTRA LENGTH GUARDRAIL POST		1000
	REMOVE TREES OR STUMPS		8
	TEMPORARY SIGNS		230
	DITCHING AND SHOULDERING		1550
	MAINTAIN & CONTROL TRAFFIC		1
	PORTABLE CHANGEABLE MESSAGE SIGN		3
	STAKING		1
	TRIM & REMOVE TREES & BRUSH		3900
	PAVE STRIPING-TEMP PAINT-4 IN		65000
	PAVE STRIPING-THERMO-6 IN W		18800
	PAVE STRIPING-THERMO-6 IN Y		18800
	DURABLE WATERBORNE MARKING-6 IN W		13640
	DURABLE WATERBORNE MARKING-6 IN Y		13640
	EROSION CONTROL		1
	STEEL POST TYPE 1		1500
	REMOVE SIGN		25
	SBM ALUM SHEET SIGNS .080 IN		260
_ '	SBM ALUM SHEET SIGNS .125 IN		296
ш	BARCODE SIGN INVENTORY		190
	DEMOBILIZATION		1

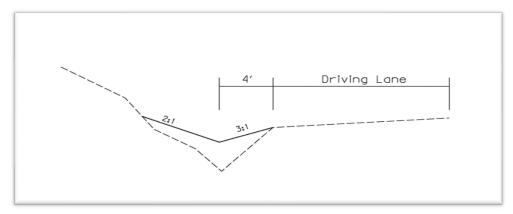
MP 29.736 to MP 34.191 FD52 036 0122 029 035



DRAWING TITLE: General Summary

Floyd Co. KY 122 Milepoint 29.736 to 34.191 Item No. 12-9005.00 Ditching and Shouldering Summary

Begin Station	End Station	Offset	Ditch (Feet) (Improve/Need)	Type	Quantity (Tons)	Geotext. Fabric (SQ. YD)
88+50	104+00	RT	1550	n/a	n/a	n/a



- 1) Compacted Embankment (Incidental to Ditching & Shouldering). Cotractor shall properly bench into existing slope and apply proper compaction. Compact material according to standard specifications (Sect. 206). Final Payment will be paid as LF of Ditching & Shouldering and include all work necessary to perform work. Shoulder embankment material shall be suitable for vegetation growth. Locations that are limited due to r/w, utility poles, trees, fences, or other sensitive obstruction may require embankment but only out to the edge of r/w or sensitive sensitive obstruction(s). (Slope may be steeper than 3:1.)
- 2) Excavation to achieve the proposed ditches is incidental to the bid item "Ditching and Shouldering".

Item Number	Item	Unit	Quantity
02575	Ditching and Shouldering	LF	1550

		REMARKS																										
		LINEAR FEET	112.5	412.5	337.5	0.006	262.5		312.5	125.0	212.5	175.0	62.5	287.5	137.5	225.0	412.5	537.5	87.5	0.008	450.0	712.5	212.5	400.0	2725.0	137.5	187.5	187.5
	ARDRAIL	EXISTING END TREAT.	Terminal Section 1	Terminal Section 1	Terminal Section 1	Type 7	Type 7		Type 7	Type 7	Type 7	Terminal Section 1	Type 7	Terminal Section 1														
	REMOVE GUARDRAIL	END	29.844	29.927	29.993	30.203	30.419		30.679	30.877	31.750	32.026	32.624	32.689	32.719	32.777	32.960	33.072	33.094	33.267	33.385	33.523	33.563	33.648	34.174	31.193	31.234	31.294
	RE	BEGIN MILEPOINT	29.825	29.849	29.930	30.033	30.371		30.622	30.855	31.710	31.995	32.613	32.636	32.694	32.736	32.883	32.972	33.078	33.117	33.302	33.390	33.525	33.573	33.658	31.167	31.199	31.259
122	•	EXISTING END TREAT.	Type 7	Type 7	Type 7	Terminal Section 1	Type 7		Type 7	Terminal Section 1	Type 7	Type 7	Terminal Section 1	Type 7	Type 7	Terminal Section 1	Type 7	Type 7	Terminal Section 1	Terminal Section 1	Type 2A	Type 7	Terminal Section 1	Type 7				
005 KY		LANE	EB	EB	EB	EB	EB		EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	WB	WB	WB
Guardrail Summary - Floyd County 12-9005 KY 122		REMARKS																										
	RAIL	NO. OF RADIUS RAIL	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	2	4	0	2	0	0	2	0	2	2	2
	NEW GUARDRAIL	LINEAR	62.5	362.5	250.0	25.0	162.5	312.5	412.5	50.0	112.5	237.5	25.0	237.5	57.5	125.0	370.0	495.0	102.5	800.0	407.5	662.5	162.5	357.5	2675.0	95.0	207.5	145.0
	NEW	PROPOSED END TREAT.	Terminal Section 1	Terminal Section 1	Type 4A	Type 1	Type 1	Type 4A	Type 1	Type 4A	Type 1	n/a	Type 1	Terminal Section 1	Type 4A	Type 1	Terminal Section 1	Terminal Section 1	Terminal Section 1	Terminal Section 1	Terminal Section 1	Terminal Section 1	Terminal Section 1	Terminal Section 1	Terminal Section 1	Terminal Section 1	Type 7	Terminal Section 1
		END MILEPOINT	29.844	29.927	29.993	30.203	30.419	30.576	30.679	30.886	31.750	32.016	32.624	32.689	32.719	32.777	32.960	33.072	33.094	33.267	33.385	33.523	33.563	33.648	34.174	31.193	31.244	31.294
	•	BEGIN MILEPOINT	29.825	29.849	29.930	30.190	30.371	30.501	30.585	30.870	31.710	31.963	32.604	32.636	32.694	32.736	32.883	32.972	33.078	33.110	33.302	33.390	33.525	33.573	33.658	31.167	31.199	31.259
	•	PROPOSED END TREAT.	Type 1	Type 1	Type 1	n/a	Type 1	Type 1	Type 4A	n/a	Type 1	Type 1	Type 4A	Type 7	Type 7	Type 1	Type 7	Type 7	Terminal Section 1	Type 4A	Type 1	Type 7	Terminal Section 1	Type 7				
	•	LANE	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	EB	WB	WB	WB

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		REMARKS						
		LINEAR	250.0	275.0	87.5	287.5	37.5	11350.0
	ARDRAIL	EXISTING END TREAT.	Terminal Section 1	Terminal Section 1	Terminal Section 1	Type 7	Terminal Section 1	
	REMOVE GUARDRAIL	EXISTING BEGIN END EXISTING END TREAT.	31.345	31.644	31.729	32.075	33.143	Total =
	2	BEGIN MILEPOINT	31.299	31.594	31.714	32.021	33.137	
, 122		EXISTING END TREAT.	Terminal Section 1	Terminal Section 1	Type 7	Terminal Section 1	Terminal Section 1	
<b>305 KY</b>		LANE	WB	WB	WB	WB	WB	
Guardrail Summary - Floyd County 12-9005 KY 122		REMARKS						
อิ	RAIL	NO. OF RADIUS RAIL	2	4	4	0	4	
	<b>NEW GUARDRAIL</b>	LINEAR	207.5	290.0	115.0	237.5	52.5	9849.0
	NEV	PROPOSED BEGIN END PROPOSED LINEAR END TREAT. MILEPOINT MILEPOINT END TREAT. FEET	Type 1	Terminal Section 1	Terminal Section 1	Type 7	Terminal Section 1	Total =
		END	31.345	31.644	31.729	32.075	33.143	
		BEGIN	31.299	31.594	31.712	32.021	33.137	
			Terminal Section 1	Terminal Section 1	Terminal Section 1	Type 2A	Terminal Section 1	
		LANE	WB	WB	WB	WB	WB	

Totals:

16

End Treatment Type 2A End Treatment Type 3 End Treatment Type 4A

End Treatment Type 1

Summary

\*NOTICE:
Begin/End Milepoints are estimated to include the entire length of the Rail AND the End Treatments.
The Engineer may adjust the termini to ensure proper installation of the guardrail system.

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> Delineator for Guardrail B/W Extra Length Guardrail Posts

Terminal Section 1

12

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GR Connector to Bridge End Type A GR Connector to Bridge End Type C

End Treatment Type 7

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		SIGN LOCATION	ATION			SIGN TYPE.	SIZE.	AND DESCRIPTION	NOI	
	Route	Route Log			MUTCD		Size (in)	S	TEXT /	
П	Dir.	MP	Station	Loc.	Code	M	Н	qFt	DESCRIPTIO	NOTES
#1	EB	29.678	12+39.52	R	W1-1L	30	30	6.25	LEFT TURN	INSTALL
#1	EB	29.678	12+39.52	R	W13-1P	18	18	2.25	30 MPH ADVISORY	INSTALL
#1	EB	29.706	13+87.36	R	W1-8L	18	24	3.00	CHEVRON LEFT	INSTALL
#1	WB	29.706	13+87.36	Γ	W1-8R	18	24	3.00	CHEVRON RIGHT	INSTALL
		29.719	14+56							KY 306 INTERSECTION
#1	EB	29.732	15+24.64	R	W1-8R	18	24	3.00	CHEVRON LEFT	INSTALL
#1	WB	29.732	15+24.64	П	WI-8R	18	24	3.00	CHEVRON RIGHT	INSTALL
#1	EB	29.751	16+24.96	R	W1-8R	18	24	3.00	CHEVRON LEFT	INSTALL
#1	WB	29.751	16+24.96	Г	W1-8R	18	24	3.00	CHEVRON RIGHT	INSTALL
#1	EB	29.766	17+04.16	R	W1-8R	18	24	3.00	CHEVRON LEFT	INSTALL
#1	WB	29.766	17+04.16	Г	W1-8R	18	24	3.00	CHEVRON RIGHT	INSTALL
#1	EB	29.781	17+83.36	R	W1-8R	18	24	3.00	CHEVRON LEFT	INSTALL
#1	WB	29.781	17+83.36	T	W1-8R	18	24	3.00	CHEVRON RIGHT	INSTALL
#1	EB	29.794	18+52.00	R	W1-8L	18	24	3.00	CHEVRON LEFT	INSTALL
#1	WB	29.840	20+94.88	T	W1-1R	30	30	6.25	RIGHT TURN	INSTALL
#1	WB	29.840	20+94.88	T	W13-1P	18	18	2.25	30 MPH ADVISORY	INSTALL
#1	WB	29.840	20+94.88	Γ	W1-4R	30	30		RIGHT REVERSE CURVE	REMOVE
#1	WB	29.840	20+94.88	Γ	W13-1P	18	18		35 MPH ADVISORY	REMOVE
#2	EB	29.840	20+94.88	R	W1-2R	30	30		RIGHT CURVE	REMOVE
#2	EB	29.840	20+94.88	R	W13-1P	18	18		35 MPH ADVISORY	REMOVE
#2	EB	29.840	20+94.88	R	W1-2R	30	30	6.25	RIGHT CURVE	INSTALL
#2	EB	29.840	20+94.88	R	W13-1P	18	18	2.25	45 MPH ADVISORY	INSTALL
#2	EB	29.851	21+52.96							PT CURVE #1
#2	EB	29.919	25+12.00							PC CURVE #2
#2	EB	29.987	28+71.04							PT CURVE #2
#2	EB	29.922	25+27.84	Г	W1-6R	48	24	8.00	Arrow to the Right	INSTALL
#2	WB	29.922	25+27.84	R	W1-6L	48	24	8.00	Arrow to the Left	INSTALL
#3	EB	30.051	32+08.96	R	W1-2L	30	30		RIGHT CURVE	REMOVE
#3	EB	30.051	32+08.96	R	W13-1P	18	18		35 MPH ADVISORY	REMOVE
#3	EB	30.051	32+08.96	R	W1-2L	30	30	6.25	RIGHT CURVE	INSTALL
#3	EB	30.051	32+08.96	R	W13-1P	18	18	2.25	45 MPH ADVISORY	INSTALL
#2	WB	30.053	32+19.52	R	W1-2L	30	30		LEFT CURVE	REMOVE
#2	WB	30.053	32+19.52	R	W13-1P	18	18		35 MPH ADVISORY	REMOVE
#2	WB	30.053	32+19.52	R	W1-2L	30	30	6.25	LEFT CURVE	INSTALL
#2	WB	30.053	32+19.52	R	W13-1P	18	18	2.25	45 MPH ADVISORY	INSTALL
#3	WB	30.143	36+94.72							PC CURVE #3
#3	EB	30.143	36+94.72	Τ	W1-8	18	24	3 00	CHEVRON RIGHT	TATATI

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W1-4L
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SIGN LOCATION  Route Log	ATION	$\downarrow$		S	SIGN TYPE,	PE, SIZE, AND Size (in)	AND DESCRIPTION	ION TEXT /	
$\vdash$	MP	Station	Loc.	Code	W	H	qFt	DESCRIPTIO	NOTES
	31.043	84+46.72	R	W13-1P	18	18		20 MPH ADVISORY	REMOVE
	31.043	84+46.72	R	W1-1L	30	30	6.25	LEFT TURN	INSTALL
	31.043	84+46.72	R	W13-1P	18	18	2.25	15 MPH ADVISORY	INSTALL
	31.091	87+00.16	R	W1-8L	18	24		CHEVRON LEFT	REMOVE
	31.097	87+31.84	R	W1-8L	18	24	3.00	CHEVRON LEFT	
	31.097	87+31.84	Γ	W1-8R	18	24	3.00	CHEVRON RIGHT	INSTALL
	31.100	87+47.68							PC #8
	31.119	88+48.00	R	W1-6L	48	24	8.00	Arrow to the Left	INSTALL
	31.119	88+48.00	Γ	W1-6R	48	24	8.00	Arrow to the Right	INSTALL
	31.147	89+95.84							PT #8
	31.199	92+70.40	R					JCT KY 466	JCT KY466
	31.260	95+92.48	R	W1-1R	30	30	6.25	RIGHT TURN	INSTALL
	31.260	95+92.48	R	W13-1P	18	18	2.25	20 MPH ADVISORY	INSTALL
	31.252	95+50.24							PC #9
	31.283	97+13.92							PT #8
	31.283	97+13.92	R	W1-2R	30	30	6.25	RIGHT CURVE	INSTALL
	31.283	97+13.92	R	W13-1P	18	18	2.25	45 MPH ADVISORY	INSTALL
	31.285	97+24.48	$\Gamma$						ORCHARD FORK
	31.301	96*80+86							PC #10
WB	31.260	95+92.48	R	W1-1R	30	30		RIGHT TURN	REMOVE
WB	31.260	95+92.48	R	W13-1P	18	18		20 MPH ADVISORY	REMOVE
	31.343	100+30.72	Γ	W1-6R	48	24	8.00	ARROW TO THE RIGHT	INSTALL
	31.391	102+84.16							PT #10
WB	31.401	103+36.96	R	W1-6L	48	24	8.00	ARROW TO THE LEFT	INSTALL
WB	31.455	106+22.08	R	W1-2L	30	30	6.25	LEFT CURVE	INSTALL
WB	31.455	106+22.08	R	W13-1P	18	18	2.25	35 MPH ADVISORY	INSTALL
EB	31.870	128+13.28							PC #11
	31.919	130+72.00							PT #11
EB	31.958	132+77.92							PC #12
	31.967	133+25.44	R	W1-2L	30	30	6.25	LEFT CURVE	INSTALL
	31.967	133+25.44	R	W13-1P	18	18	2.25	45 MPH ADVISORY	INSTALL
EB	31.988	134+36.32	R	W1-4L	30	30		REVERSE CURVE TO THE LEFT	REMOVE
	31.988	134+36.32	R	W13-1P	18	18		40 MPH ADVISORY	REMOVE
WB	32.002	135+10.24	Γ	W1-6R	48	24	8.00	ARROW TO THE RIGHT	INSTALL
	32.003	135+15.52							PT #12
EB	32.029	136+52.80							PC #13
	32.029	136+52.80	R	W1-2L	30	30	6.25	I FET CIRVE	TAICTALL

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Route Log	Log			MUTCD	Size	Size (in)	So	TEXT /	=
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EB	32.029	136+52.80	R	W13-1P	18	18	2.25	50 MPH ADVISORY	INSTALL
EB	32.105	140+54.08							PT #13
EB	32.110	140+80.48	R	W1-6L	48	24	8.00	ARROW TO THE LEFT	INSTALL
WB	32.110	140+80.48	Г	W1-6R	48	24	8.00	ARROW TO THE RIGHT	INSTALL
EB	32.135	142+12.48	R	W1-2R	30	30	6.25	RIGHT CURVE	INSTALL
EB	32.135	142+12.48	R	W13-1P	18	18	2.25	50 MPH ADVISORY	INSTALL
EB	32.149	142+86.40							PC #14
EB	32.192	145+13.44							PT #14
EB	32.197	145+39.84	Γ	W1-6R	48	24	8.00	ARROW TO THE RIGHT	INSTALL
WB	32.197	145+39.84	R	W1-6L	48	24	8.00	ARROW TO THE LEFT	INSTALL
EB	32.283	149+93.92	R	W1-4L	30	30	6.25	REVERSE CURVE TO THE LEFT	INSTALL
EB	32.283	149+93.92	R	W13-1P	18	18	2.25	40 MPH ADVISORY	INSTALL
EB	32.286	150+09.76							PC #15
WB	32.288	150+20.32	R	W1-2L	30	30	6.25	LEFT CURVE	INSTALL
WB	32.288	150+20.32	R	W13-1P	18	18	2.25	45 MPH ADVISORY	INSTALL
WB	32.339	152+89.60	R	W1-4L	30	30		REVERSE CURVE TO THE LEFT	REMOVE
WB	32.339	152+89.60	R	W13-1P	18	18		40 MPH ADVISORY	REMOVE
EB	32.340	152+94.88	R	W1-6L	48	24	8.00	ARROW TO THE LEFT	INSTALL
EB	32.367	154+37.44							PC #16
WB	32.373	154+69.12	Γ	W1-6R	48	24	8.00	ARROW TO THE RIGHT	INSTALL
EB	32.432	157+80.64	Γ	W1-6R	48	24	8.00	ARROW TO THE RIGHT	INSTALL
EB	32.440	158+22.88							PT #16
EB	32.452	158+86.24	R	W1-2L	30	30	6.25	LEFT CURVE	INSTALL
EB	32.452	158+86.24	R	W13-1P	18	18	2.25	50 MPH ADVISORY	INSTALL
EB	32.456	159+07.36							PC #17
WB	32.450	158+75.68	R	W1-6L	48	24	8.00	ARROW TO THE LEFT	INSTALL
EB	32.528	162+87.52	R	MI-6L	48	24	8.00	ARROW TO THE LEFT	INSTALL
WB	32.528	162+87.52	Γ	W1-6R	48	24	8.00	ARROW TO THE RIGHT	INSTALL
EB	32.531	163+03.36							PT #17
WB	32.538	163+40.32	R	W1-4L	30	30	6.25	REVERSE CURVE TO THE LEFT	INSTALL
WB	32.538	163+40.32	R	W13-1P	18	18	2.25	40 MPH ADVISORY	INSTALL
EB	32.546	163+82.56							PC #18
WB	32.546	163+82.56	Γ	W1-8R	18	24	3.00	CHEVRON RIGHT	INSTALL
WB	32.569	165+04.00	Γ	W1-8R	18	24	3.00	CHEVRON RIGHT	INSTALL
WB	32.615	167+46.88	R	WI-8R	18	24	3.00	CHEVRON RIGHT	INSTALL
WB	32.638	168+68.32	R	W1-8R	18	24	3.00	CHEVRON RIGHT INSTALL	INSTALL
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Γ		NOTES	INSTALL	INSTALL	INSTALL	PC #19	INSTALL	PT #19	PC #20	INSTALL	INSTALL	INSTALL	INSTALL	INSTALL	INSTALL	INSTALL	INSTALL	PT #20	INSTALL	OHNSON COAL HOLLOW	INSTALL	INSTALL	INSTALL	PC #21	PT #21	PC #22	INSTALL	INSTALL	INSTALL	INSTALL	REMOVE	PC #23	INSTALL	PT #23	INSTALL	PC #24	INSTALL	INSTALL	INSTALL
ON	TEXT /	DESCRIPTIO	CHEVRON RIGHT I	REVERSE TURN LEFT	30 MPH ADVISORY	I	ARROW TO THE LEFT	I	I	CHEVRON RIGHT I	ARROW TO THE RIGHT	CHEVRON LEFT I	CHEVRON RIGHT I	CHEVRON RIGHT I	CHEVRON RIGHT I	CHEVRON RIGHT I	CHEVRON LEFT I	I	CHEVRON LEFT I	of	LEFT ARROW I	REVERSE CURVE TO THE LEFT	35 MPH ADVISORY I	I	I	I	REVERSE TURN LEFT	25 MPH ADVISORY	LEFT TURN I	25 MPH ADVISORY	WINDING ROAD TO THE LEFT	I	ARROW TO THE LEFT	I	ARROW TO THE RIGHT	I	RIGHT TURN I	30 MPH ADVISORY	CHEVRON RIGHT I
AND DESCRIPTION	So	ηFt	3.00	6.25	2.25		8.00			3.00	8.00	3.00	3.00	3.00	3.00	3.00	3.00		3.00		8.00	6.25	2.25				6.25	2.25	6.25	2.25			8.00		8.00		6.25	2.25	3.00
SIZE, AND	(in)	Н	24	30	18		24			24	24	24	24	24	24	24	24		24		24	30	18				30	18	30	18	30		24		24		30	18	24
SIGN TYPE,	Size (in)	W	18	30	18		48			18	48	18	18	18	18	18	18		18		48	30	18				30	18	30	18	30		48		48		30	18	18
S	MUTCD	Code	W1-8R	W1-3L	W13-1P		W1-6L			W1-8R	W1-6R	W1-8L	W1-8R	W1-8R	W1-8L	W1-8R	W1-8L		W1-8L		W1-6L	W1-3L	W13-1P				W1-3L	W13-1P	W1-1L	W13-1P	W1-5L		W1-6L		W1-6R		W1-1R	W13-1P	W1-8R
		Loc.	R	R	R		R			Г	Τ	Г	R	Г	R	Γ	R		R	R	R	R	R				R	R	R	R	R		R		Г		R	R	Γ
LTION		Station	169+89.76	170+10.88	170+10.88	170+42.56	174+54.40	174+86.08	175+49.44	175+49.44	175+86.40	176+28.64	176+28.64	177+07.84	177+07.84	177+87.04	177+87.04	178+50.40	178+66.24	178+87.36	179+82.40	180+29.92	180+29.92	181+56.64	183+30.88	183+83.68	184+25.92	184+25.92	183+57.28	183+57.28	187+58.56	187+90.24	188+58.88	190+48.96	188+58.88	190+91.20	190+91.20	190+91.20	191+70.40
SIGN LOCATION	Log	MP	32.661	32.665	32.665	32.671	32.749	32.755	32.767	32.767	32.774	32.782	32.782	32.797	32.797	32.812	32.812	32.824	32.827	32.831	32.849	32.858	32.858	32.882	32.915	32.925	32.933	32.933	32.920	32.920	32.996	33.002	33.015	33.051	33.015	33.059	33.059	33.059	33.074
	Route Log	Dir.	WB	EB	EB	EB	EB	EB	EB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	$\mathbf{E}\mathbf{B}$	WB	EB	EB	EB	EB	EB	EB	EB	WB	WB	EB	$\mathbf{E}\mathbf{B}$	EB	EB	WB	EB	WB	WB	EB
		ID	#18	#19	#19	#19	#19	#19	#20	#20		#19	#19	#20	#19	#20	#20	#20	#20	#20	#20	#21	#21	#21	#21	#22	#23	#23	#20	#20	#23	#23	#23	#23	#23	#24	#23	#23	#24

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	SIGN LOCATION
ion	Station
70.40	191+70.40
19.60	192+49.60
19.60	192+49.60
28.80	193+28.80
78.80	193+28.80
31.60	193+81.60
31.60	193+81.60
37.20	194+87.20
37.20	194+87.20
56.40	195+66.40
96.40	195+66.40
15.60	196+45.60
80.86	195+98.08
80.86	195+98.08
56.16	196+56.16
35.36	197+35.36
52.08	198+62.08
52.08	198+62.08
51.84	199+51.84
51.84	199+51.84
57.12	199+57.12
57.44	200+57.44
94.40	200+94.40
00.00	202+00.00
73.92	202+73.92
73.92	202+73.92
21.44	203+21.44
58.40	203+58.40
90.08	203+90.08
80:06	203+90.08
11.20	204+11.20
21.76	204+21.76
21.76	204+21.76
11.20	204+11.20
59.28	204+69.28
90.72	CT 00 200
205±90 72	205+90.72

		SIGN LOCATION	ATION		8	SIGN TYPE	SIZE, AND	AND DESCRIPTION	NOI	
	Rout	e Log			MITCD	Size (in)	î _	s	TEXT /	
О	Dir.	ir. MP	Station	Loc.	Code	M	Н	qFt	DESCRIPTIO	NOTES
#29	EB	33.366	207+12.16	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#29	WB	33.366	207+12.16	Г	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#29	EB	33.389	208+33.60	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#29	WB	33.389	208+33.60	Г	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#29	EB	33.412	209+55.04	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#29	WB	33.412	209+55.04	T	W1-8R	18	24	3.00	CHEVERON TO THE RIGHT	INSTALL
67#	EB	33.435	210+76.48	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#29	WB	33.435	210+76.48	R	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#28	EB	33.320	204+69.28							PT #28
#28	WB	33.350	206+27.68	R	W1-4R	30	30	6.25	REVERSE CURVE RIGHT	INSTALL
#28	WB	33.350	206+27.68	R	W13-1P	18	18	2.25		INSTALL
#30	EB	33.440	211+02.88	R	W1-1L	30	30	6.25	LEFT CURVE	INSTALL
#30	EB	33.440	211+02.88	R	W13-1P	18	18	2.25	45 MPH ADVISORY	INSTALL
#29	EB	33.460	212+08.48	R	W20-4	30	30		ONE LANE ROAD	REMOVE
#29	EB	33.462	212+19.04							PC #29
#30	EB	33.485	213+40.48	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#30	WB	33.485	213+40.48	Г	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#30	EB	33.508	214+61.92	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#30	WB	33.508	214+61.92	T	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#31	WB	33.586	218+73.76	R	W1-5R	30	30		WINDING ROAD TO THE RIGHT	REMOVE
#30	EB	33.586	218+73.76	R	W1-2R	30	30	6.25	RIGHT CURVE	INSTALL
#30	EB	33.586	218+73.76	R	W13-1P	30	30	6.25	50 MPH ADVISORY	INSTALL
#30	EB	33.685	223+96.48	R	W1-1R	30	30	6.25	RIGHT TURN	INSTALL
#30	EB	33.685	223+96.48	R	W13-1P	18	18	2.25	20 MPH ADVISORY	INSTALL
#30	EB	33.729	226+28.80							PC #30
#30	WB	33.747	227+23.84	R	NS	30	30		ONE LANE ROAD	REMOVE
#30	EB	33.759	227+87.20	Γ	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#30	WB	33.759	227+87.20	R	W1-8L	18	24	3.00	CHEVRON TO LEFT	INSTALL
#30	EB	33.774	228+66.40	Γ	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#30	WB	33.774	228+66.40	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#30	EB	33.789	229+45.60	Г	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#30	WB	33.789	229+45.60	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#30	EB	33.804	230+24.80	Г	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#30	WB	33.804	230+24.80	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#30	EB	33.819	231+04.00	Γ	W1-8R	18	24	3.00	CHEVRON TO THE RIGHT	INSTALL
#30	WB	33.819	231+04.00	R	W1-8L	18	24	3.00	CHEVRON TO THE LEFT	INSTALL
#30	EB	33.828	231+51.52							PT #30

1 47.170 to 1v11 04.171
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2

		ES	TT	TT	TT	TT		TT	TT		TT	TT	63	TT	TT	VE	VE	TT	TT		TT	~	TT	TT	TT	TT	ΙΙ
		NOTES	INSTALL	INSTALL	INSTALL	INSTALL	PC #31	INSTALL	INSTALL	PT #31	INSTALL	INSTALL	PC #32	INSTALL	INSTALL	REMOVE	REMOVE	INSTALL	INSTALL	PT #32	INSTALL	PC #33	INSTALL	INSTALL	INSTALL	INSTALL	TAICTA
ION	TEXT /	DESCRIPTIO	CHEVRON TO THE RIGHT	CHEVRON TO THE LEFT	CURVE TO THE RIGHT	35 MPH ADVISORY		LEFT TURN	20 MPH ADVISORY		LEFT CURVE	50 MPH ADVISORY		ARROW TO THE LEFT	ARROW TO THE RIGHT	LEFT TURN	20 MPH ADVISORY	LEFT TURN	20 MPH ADVISORY		ARROW TO THE RIGHT		REVERSE CURVE TO THE RIGHT	40 MPH ADVISORY	ARROW TO THE RIGHT	RIGHT TURN	INICH A TRICK INC.
DESCRIPT	So	ηFt	3.00	3.00	6.25	2.25		6.25	2.25		6.25	2.25		8.00	8.00			6.25	2.25		8.00		6.25	2.25	8.00	6.25	30.0
SIGN TYPE, SIZE, AND DESCRIPTION	(in)	Н	24	24	30	18		30	18		30	18		24	24	30	18	30	18		24		30	18	24	30	10
IGN TYPE,	Size (in)	W	18	18	30	18		30	18		30	18		48	48	30	18	30	18		48		30	18	48	30	10
[S	MUTCD	Code	W1-8R	W1-8R	W1-2R	W13-1P		W1-1L	W13-1P		W1-2L	W13-1P		W1-6L	W1-6L	W1-1L	W13-1P	W1-1L	W13-1P		W1-6R		W1-4R	W13-1P	W1-6R	W1-1R	G1 C1/XX
		Loc.	Г	R	R	R		R	R		R	R		R	Γ	R	R	R	R		Γ		R	R	Γ	R	D
ATION		Station	231+83.20	231+83.20	233+20.48	233+20.48	234+68.32	235+26.40	235+26.40	236+21.44	26.69+682	26.69+682	739+667	242+39.20	242+39.20	243+71.20	243+71.20	243+71.20	243+71.20	244+29.28	244+29.28	245+45.44	247+24.96	247+24.96	250+00.00	251 + 10.00	251,10.00
SIGN LOCATION	Log	MP	33.834	33.834	33.860	33.860	33.888	33.899	33.899	33.917	33.983	33.983	33.983	34.034	34.034	34.059	34.059	34.059	34.059	34.070	34.070	34.092	34.126	34.126			
	Route Log	Dir.	EB	WB	EB	EB	EB	WB	WB	EB	EB	EB	EB	EB	WB	EB	EB	EB	EB	EB	WB	EB	WB	WB	WB	WB	W/D
		ID	#30	#30	#31	#31	#31	#30	#30	#31	#32	#32	#32	#32	#32	#33	#33	#33	#33	#32	#32	#33	#32	#32	#32	#33	700

Total Area: Total New Signposts: 10' per Signpost: SBM ALUM SHEET SIGNS .080 IN: 560 Sq Ft. SBM ALUM SHEET SIGNS .125 IN: 296 Sq Ft.

856.00 sq. Ft. 150 1500 Lin. Ft. of Steel Post Type 1

Total Barcode Sign Inventory:

190 Each

25 Remove Sign:

### MP 29.736 to MP 34.191 FD52 036 0122 029 035

	Comments and Recommendations	Leveling and Wedging
	DGA (for Shoulder Wedge) Tons	80
	Non-Tracking Tack Coat Tons	1.2
	CL 2 Asph Surf 0.38D PG 64-22 Tons	113
	CL 2 Asph Base 0.75D PG 64-22 Tons	131
nepoliit 34. 19 1 305.00 ment Summary	Asphalt Pave C Milling & Texturing 0 Tons	113
Superelevation Improvement Summary	Desired X-Slope         Leveling & Wedging         Asphalt Pave         Ct. 2 Asph Base           emax = 8%         PG 64-22         Milling & Texturing         0.75D PG 64-22           (Adv. Speed e)         Tons         Tons	103
3	Desired X-Slope emax = 8% (Adv. Speed e)	2%
	Cross-Slope Right	2%
	Cross-Slope Left	%0
	Radius (ft)	1200/850/1200
	Direction	RT
	MP	31.29
	Starting Station	67+50

	Comments and	Recommendations			
	Overband	Crack Sealing	lbs.		2400
	Microsurfacing	Leveling Course Surface Course-Type A	Sq. Yds.		21000
	Microsurfacing	Leveling Course	Sq. Yds.		21000
nary	Non-Tracking	Tack Coat	Tons	1.2	
Paving Summary	CL 2 Asph Surf	0.38D PG 64-22	Tons	179	
	CL 2 Asph Base	0.75D PG 64-22	Tons		
	Asphalt Pave	Milling & Texturing	Tons	179	
	Leveling & Wedging	PG 64-22	Tons		200
			MP	31.29	32.90
			End Station	97+50	182+50
			MP	31.12	31.41
			Starting Station	88+50	104+00

Fexturing	
and	
Milling	
otals Sphalt Pavement Milling and Texturi	
Totals Asphalt	Š

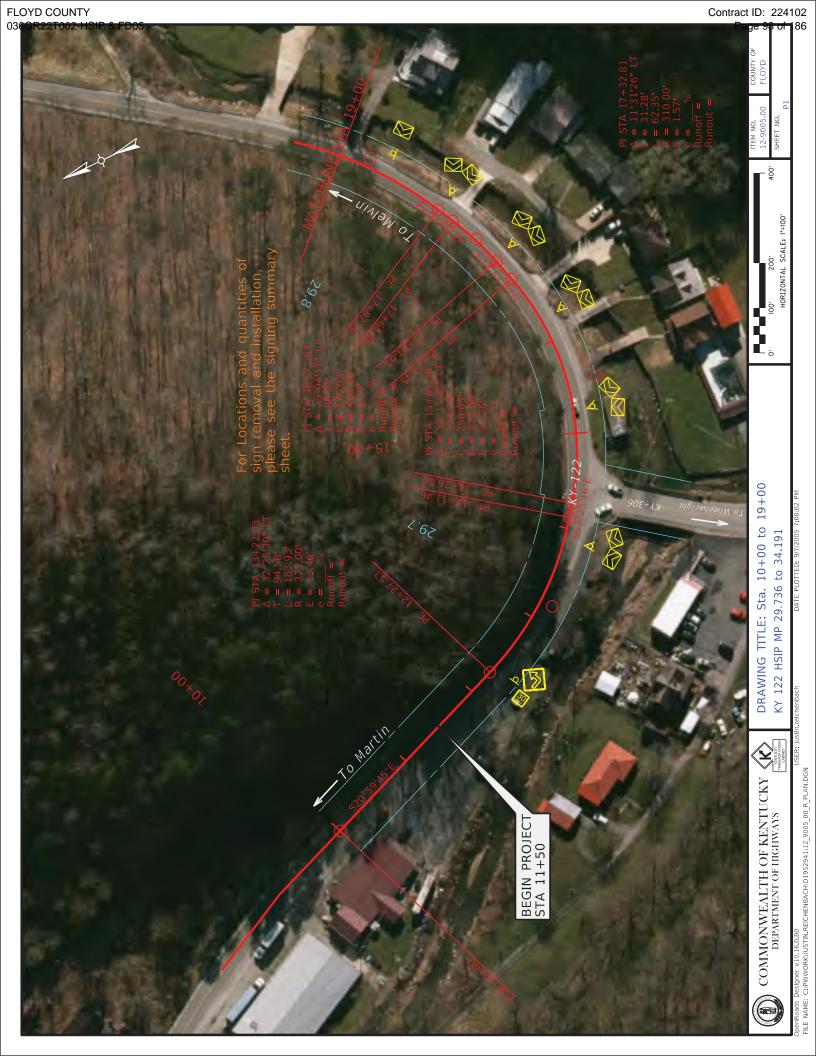
Leveling and Wedging PG 64-22
(L. A Sphalte Base O.75D PG 64-22
(2. A sphalt Surface 0.38D PG 64-22
Non-Tracking Tack Coat
Microsurfacing Leveling Course-Type D
Overband Crack Sealing

292 tons 80 tons 303 tons 131 tons 292 tons 2.4 tons 21000 sq. yds. 21000 sq. yds. 2400 lbs.

(Estimated at 1' depth, 3' width, 650' length, at 2.07 tons per cubic yard)

FD52 036 0122 029 035 MP 29.736 to MP 34.191

			Floy MILEPOINT	Floyd County MILEPOINT 29.736 TO 34.191		
			II EIVI INC	II EIVI IVO. 12-9005.00		
			TREE CUTT	TREE CUTTING SUMMARY		
BEGIN	END	BEGIN	END	SIDE		
STATION	STATION	MILEPOINT MILEPOINT	MILEPOINT	SIDE	QUANTITY	Unit
35+30	30+00	30.11	30.18	Right	370	Lin. Ft.
40+00	42+30	30.20	30.24	Right	230	Lin. Ft.
80+00	122+00	31.13	31.75	Right	3300	Lin. Ft.
131+90	133+00	31.94	31.96	Left	4	Each
134+60	134+60	31.99	31.99	Left	1	Each
149+55	149+55	32.28	32.28	Left	3	Each
Remove Tr	Remove Trees or Stumps	sdı			8	Each
Trim & Ren	rim & Remove Trees & Brush	& Brush			3900	Lin. Ft.
THESE NUN DETERMINI	ABERS ARE ED BY THE E	THESE NUMBERS ARE FOR ESTIMATE PURPOS DETERMINED BY THE ENGINEER IN THE FIELD.	E PURPOSES OI THE FIELD.	NLY. ACTUAL LOCATI	HESE NUMBERS ARE FOR ESTIMATE PURPOSES ONLY. ACTUAL LOCATIONS AND QUANTITIES WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.	ES WILL BE





















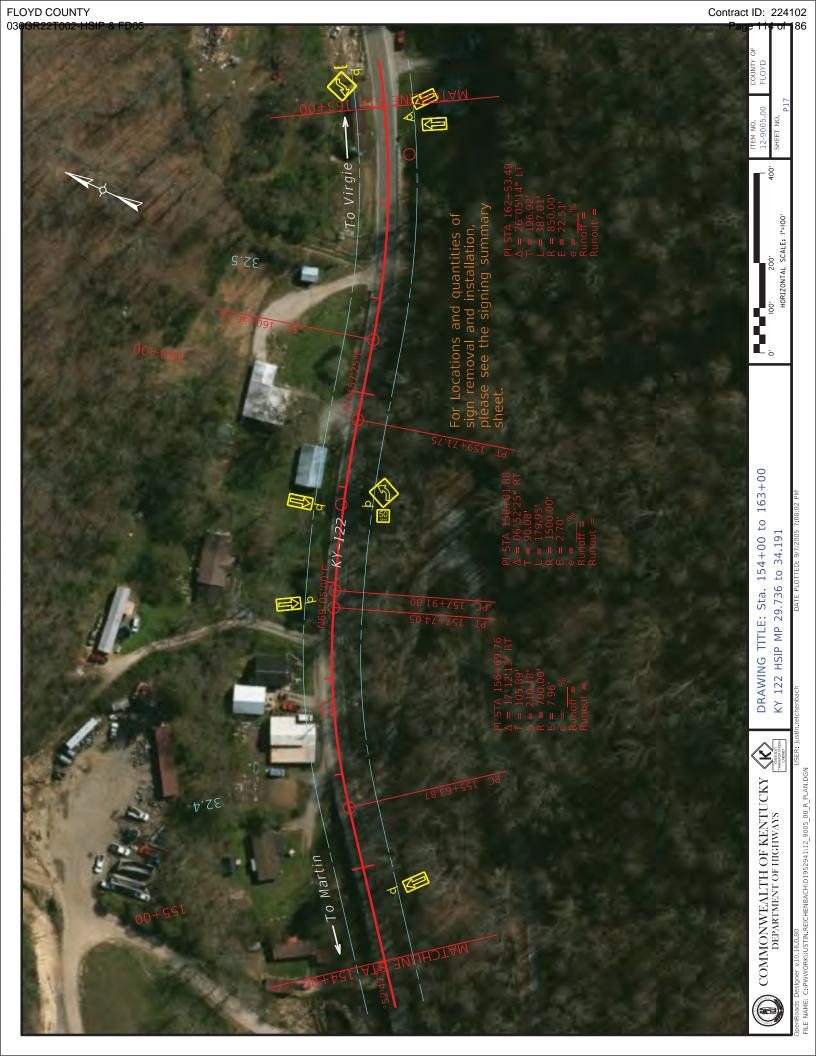












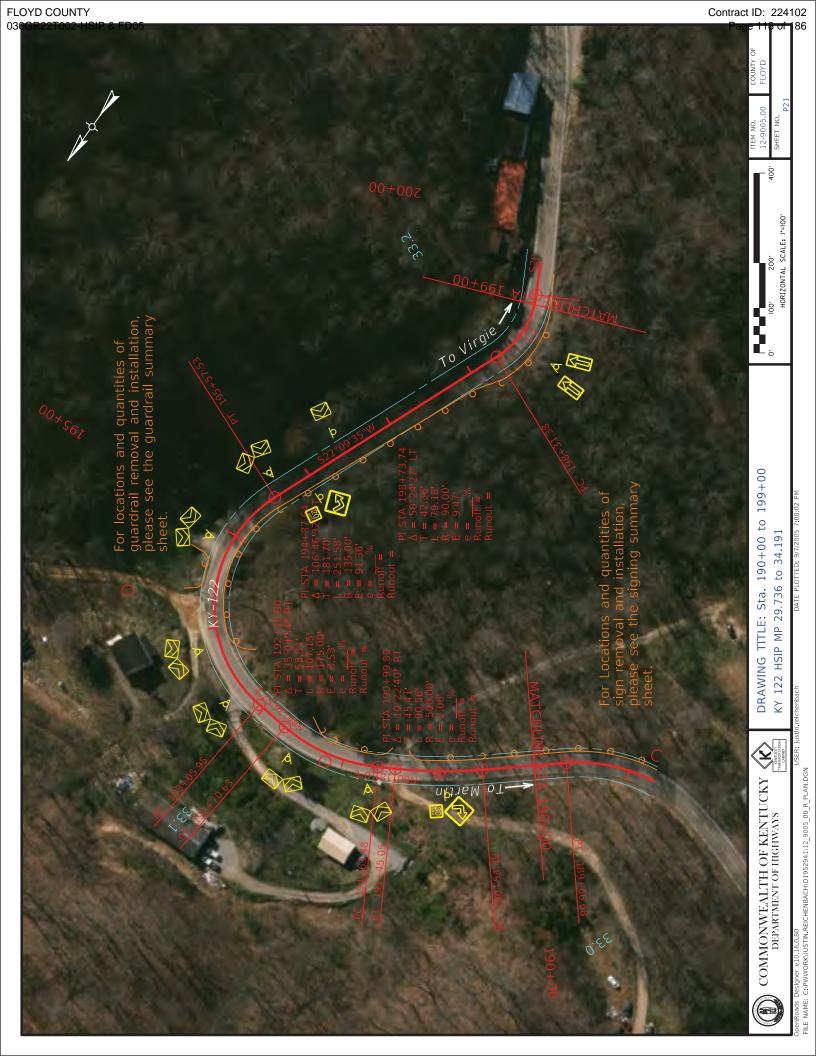






OpenRoads Designer v10.16.0.80 FILE NAME: C:\PWWORKJUSTIN.REICHENBACH\D1952941\12\_9005\_00\_R\_PLAN.DGN

KY 122 HSIP MP 29.736 to 34.191







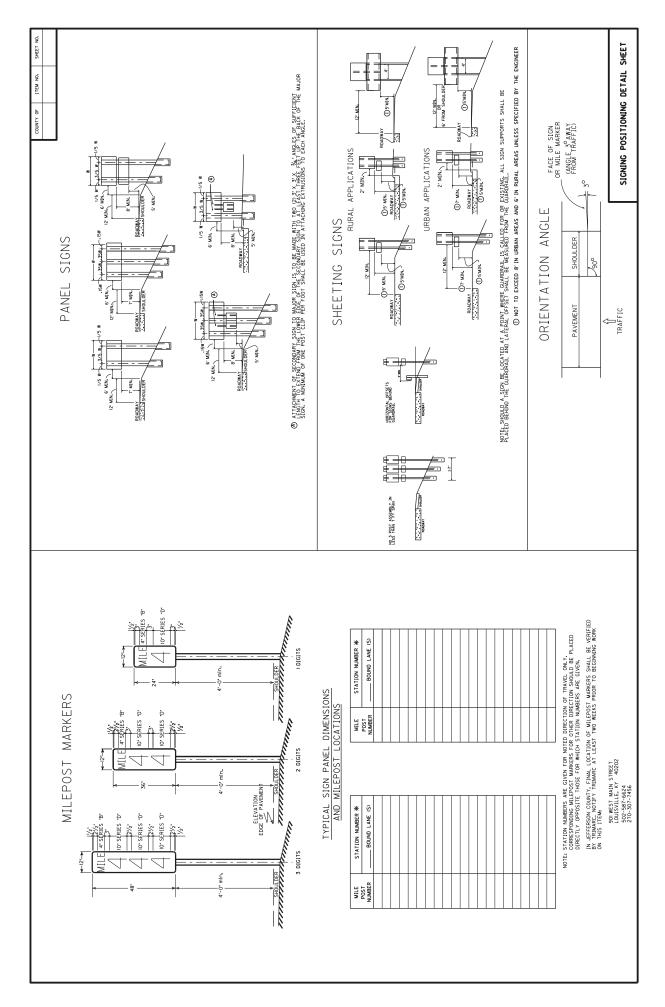


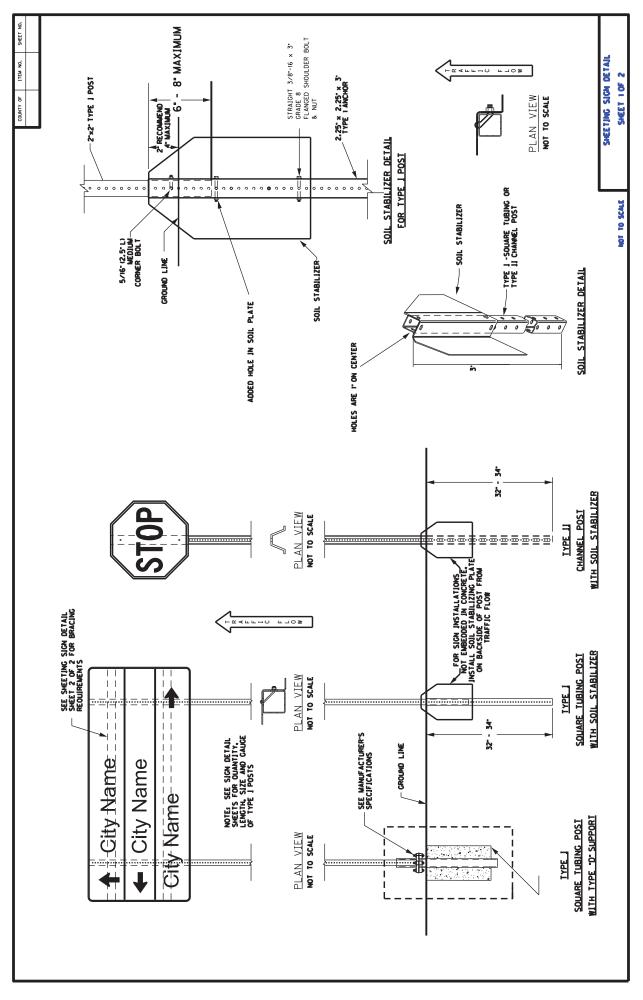


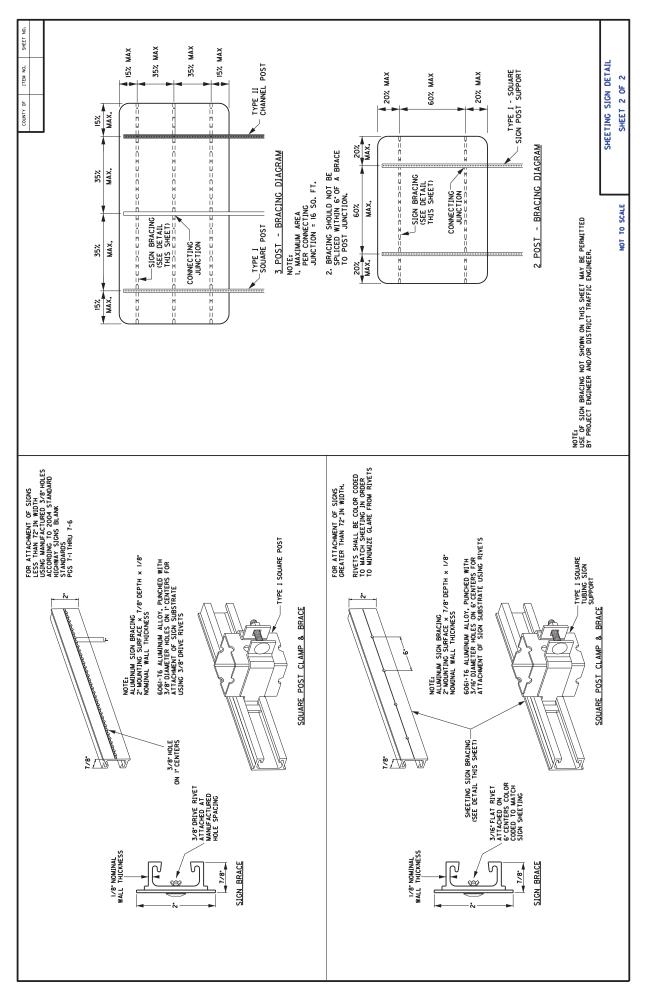


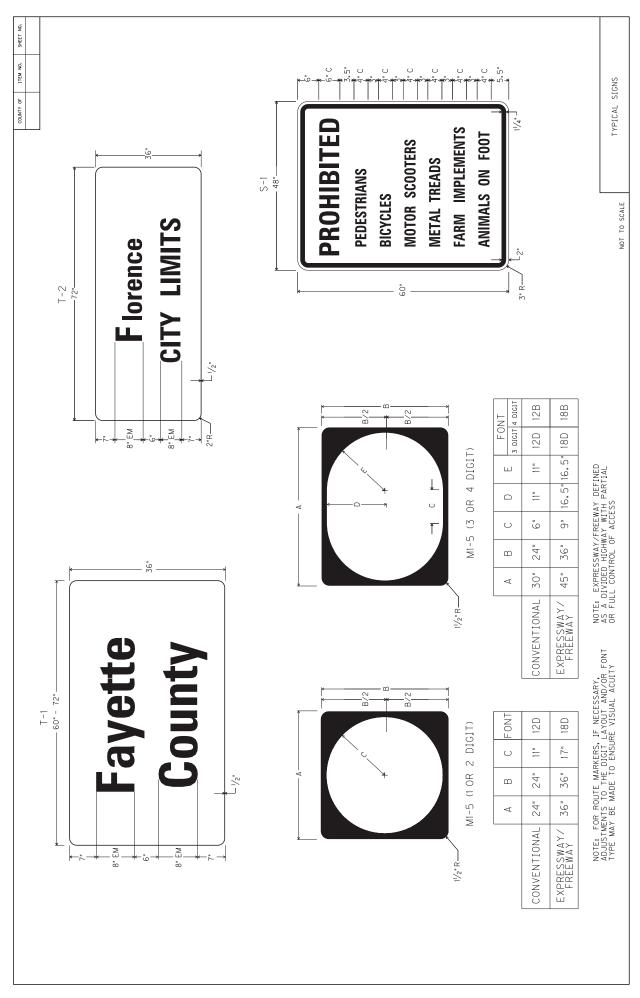


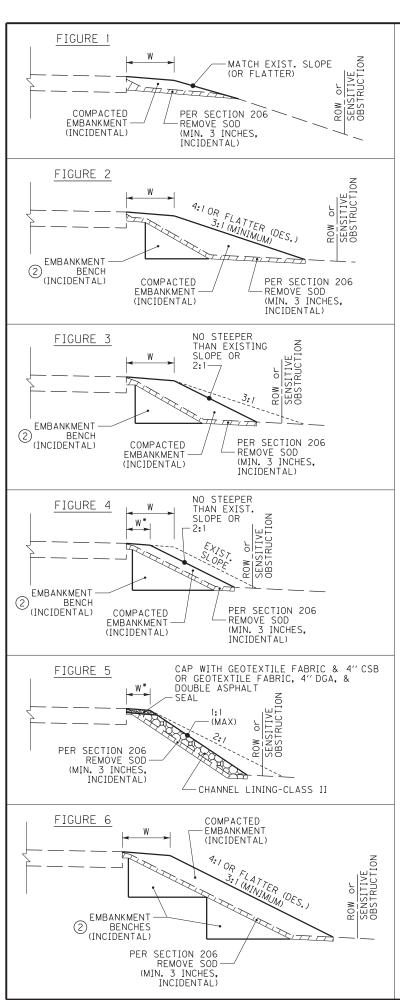
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~ NOTES ~

BID ITEM AND UNIT TO BID: 2575 - DITCHING & SHOULDERING - LF

2575 - DITCHING & SHOULDERING - LF
THE BID ITEM 'DITCHING & SHOULDERING' SHALL
CONSIST OF ANY AND ALL 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, AS DETAILED ON THE TYPICAL
SECTIONS. FINAL PAYMENT WILL BE BASED ON THE
ACTUAL LINEAR FEET OF DITCHING AND SHOULDERING
PERFORMED, AND WILL INCLUDE ALL WORK AND
INCIDENTALS NECESSARY TO PERFORM THE DITCHING
AND SHOULDERING ACCORDING TO THESE DETAILS,
NOTES, AND ANY OTHER INFORMATION FOUND ELSEWHERE
IN THE PROPOSAL OR STANDARD SPECIFICATIONS. IN
THE CASE OF A DISCREPANCY, REFER TO SECTION
IOS.OS OF THE STANDARD SPECIFICATIONS. DEPENDING
ON THE EXISTING CONDITIONS ENCOUNTERED, DITCHING
AND SHOULDERING 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

-EMBANKMENT BENCHING

- ② EMBANKMENT BENCHING WILL BE REQUIRED WHEN THE EXISTING GROUNDLINE HAS AN INCLINE GREATER THAN EXISTING GROUNDLINE HAS AN INCLINE GREATER THAN 15% (APPROX. 6:1). ANY AND ALL REQUIRED EMBANKMENT BENCHING SHALL BE INCIDENTAL TO THE BID ITEM 'DITCHING AND SHOULDERING'. THE FOLLOWING ARE GUIDELINES FOR EMBANKMENT BENCHING USED IN CONJUNCTION WITH THE BID ITEM 'DITCHING AND SHOULDERING':

  - ND SHOULDERING:
    -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.
- 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.
- 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 REMAIN WITHIN THE
  RIGHT-OF-WAY AND/OR AVOID SENSITIVE OBSTRUCTIONS.
- 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 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.
- AS SHOWN IN FIGURE 4, IF MATCHING THE EXISTING FILL SLOPE (WHICHEVER IS FLATTER) STILL RESULTS IN THE TOE OF SLOPE EXTENDING BEYOND THE RIGHT-OF-WAY OR STILL IMPACTS A SENSITIVE OBSTRUCTION, THEN THE PROPOSED EARTH SHOULDER WIDTH MAY BE REDUCED SO THAT THE RESULTING TOE OF SLOPE WILL REMAIN WITHIN THE RIGHT-OF-WAY AND/OR NOT IMPACT THE SENSITIVE OBSTRUCTION.
- SENSITIVE OBSTRUCTION.

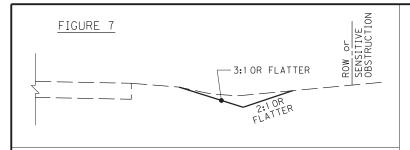
  AS SHOWN IN FIGURE 5, IF THE EXISTING FILL SLOPE
  IS STEEPER THAN 2:1 AND THERE IS NOT ENOUGH SPACE
  TO INSTALL A 2:1 FILL SLOPE WITHOUT EXTENDING
  BEYOND THE RIGHT-OF-WAY AND/OR IMPACTING A
  SENSITIVE OBSTRUCTION, THEN CLASS II CHANNEL
  LINING MAY BE INSTALLED ALONG THE STEEP EXISTING
  SLOPE IN ORDER TO ESTABLISH A WIDTH OF AGGREGATE
  SHOULDER. THESE LOCATIONS WILL BE NOTED
  ELSEWHERE IN THE PROPOSAL AS SLOPE PROTECTION.
  THE CHANNEL LINING IS TO BE CAPPED WITH
  GEOTEXTILE FABRIC TYPE IV AND 4" OF CRUSHED STONE
  BASE, OR 4" OF DGA WITH DOUBLE ASPHALT SEAL COAT.
  AS SHOWN IN FIGURE 6 AS THE HEIGHT OF THE FILL
- AS SHOWN IN FIGURE 6, AS THE HEIGHT OF THE FILL INCREASES, MULTIPLE EMBANKMENT BENCHES MAY BE REQUIRED.

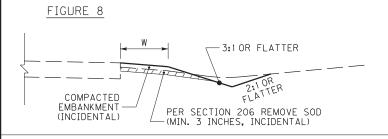
SEE SHEET 2 FOR NOTES 9 THRU 13

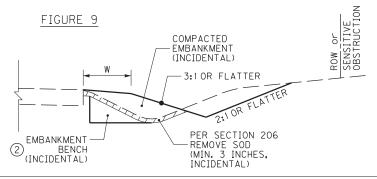
KENTUCKY DEPARTMENT OF HIGHWAYS

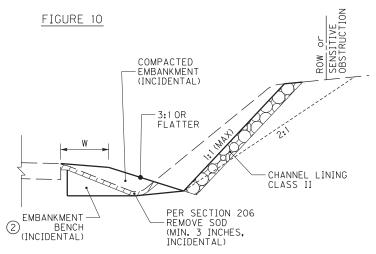
**DITCHING & SHOULDERING** AND EMBANKMENT BENCHING DETAILS (SHEET 1 OF 2)

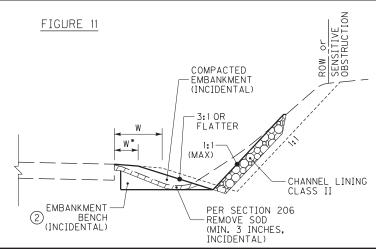
NOT TO SCALE











~ NOTES ~

BID ITEM AND UNIT TO BID: 2575 - DITCHING & SHOULDERING - LF

2575 - DITCHING & SHOULDERING - LF
THE BID ITEM 'DITCHING & SHOULDERING' SHALL
CONSIST OF ANY AND ALL 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, AS DETAILED ON THE TYPICAL
SECTIONS. FINAL PAYMENT WILL BE BASED ON THE
ACTUAL LINEAR FEET OF DITCHING AND SHOULDERING
PERFORMED, AND WILL INCLUDE ALL WORK AND
INCIDENTALS NECESSARY TO PERFORM THE DITCHING
AND SHOULDERING ACCORDING TO THESE DETAILS,
NOTES, AND ANY 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, DITCHING
AND SHOULDERING 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

-EMBANKMENT BENCHING

- EMBANKMENT BENCHING

  EMBANKMENT BENCHING WILL BE REQUIRED WHEN THE

  EXISTING GROUNDLINE HAS AN INCLINE GREATER THAN

  15% (APPROX. 6:1). ANY AND ALL REQUIRED

  EMBANKMENT BENCHING SHALL BE INCIDENTAL TO THE

  BID ITEM 'DITCHING AND SHOULDERING'. THE

  FOLLOWING ARE GUIDELINES FOR EMBANKMENT BENCHING

  USED IN CONJUNCTION WITH THE BID ITEM 'DITCHING

  AND SHOULDERING':

   THE TYPICAL HEIGHT (OR RISE) IS 1'TO 6'

  - ND SHOULDERING:
    -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.

#### SEE SHEET 2 FOR NOTES 3. THRU 8.

- 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 DIMENTIONS. 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.
- 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.
- II. 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 DITCH FORESLOPES BE 3:1 OR FLATTER AND DITCH
  BACKSLOPES BE 2:1 OR FLATTER.
- 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 OR IMPACTING A SENSITIVE OBSTRUCTION, THEN THE DITCH BACK SLOPE 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.
- AS SHOWN IN FIGURE II, IF USING A 1:1 DITCH
  BACKSLOPE STILL RESULTS IN THE TOP OF CUT
  EXTENDING BEYOND THE RIGHT-OF-WAY 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 TO AVOID A SENSITIVE OBSTRUCTION.

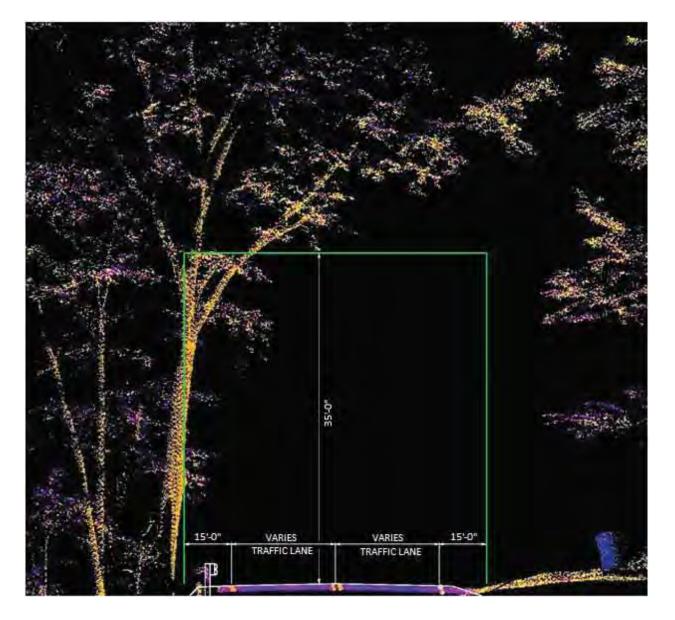
#### KENTUCKY DEPARTMENT OF HIGHWAYS

**DITCHING & SHOULDERING** AND EMBANKMENT BENCHING DETAILS (SHEET 2 OF 2)

NOT TO SCALE

# TREE CLEARING DETAIL

Clearing offset: 15 feet from edge of pavement, both sides, cutting with a vertical reach of 35 feet



FLOYD COUNTY 036GR22T002-HSIP & FD05

# **GUARDRAIL DELIVERY VERIFICATION SHEET**

Contract ID: 224102 Page 132 of 186

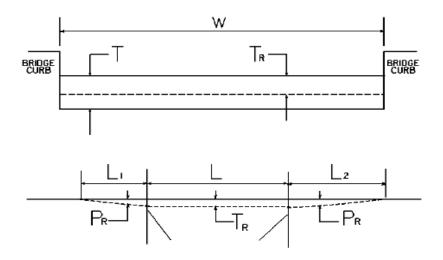
Contract Id:		Contractor:					
Section Engineer:		District & County:					
<u>DESCRIPTION</u>	<u>UNIT</u>	QTY LEAVING PROJECT	QTY RECEIVED@BB YARD				
GUARDRAIL (Includes End treatments & crash cushions) STEEL POSTS	LF EACH						
STEEL BLOCKS	EACH						
WOOD OFFSET BLOCKS	EACH						
BACK UP PLATES	EACH						
CRASH CUSHION	EACH						
NUTS, BOLTS, WASHERS	BAG/BCKT						
DAMAGED RAIL TO MAINT. FACILIT	ACILITY LF						
DAMAGED POSTS TO MAINT. FACIL	LITY EACH						
* <u>Required Signatures before</u>	Leaving Proje	<u>ct Site</u>					
Printed Section Engineer's Re	epresentative_		& Date				
Signature Section Engineer's	Representative	2	_& Date				
Printed Contractor's Represe	ntative		_& Date				
Signature Contractor's Repre	sentative		_& Date				
*Required Signatures after A guantity received column co			on truck must be counted & the				
Printed Bailey Bridge Yard Re	Printed Bailey Bridge Yard Representative						
Signature Bailey Bridge Yard	·	_& Date					
Printed Contractor's Represe		_& Date					
Signature Contractor's Repre	sentative		& Date				
	ent will not be	made for guardrail removal	antities shown in the Bailey Bridge until the guardrail verification sheets e Yard Representative.				

Completed Form Submitted to Section Engineer

Date: \_\_\_\_\_ By: \_\_\_\_

FD05 036 0122 026-032 MP 26.300 - 31.120

# CONSTRUCTION DETAIL FOR BRIDGE WITHIN LIMITS OF PAVING PROJECT FD05 036 0122 026-032



W = bridge width curb to curb

T = thickness of existing bituminous overlay

L = length of bridge

 $L_1$  &  $L_2$  = length of approach pavement to be removed

 $T_R$  = thickness to be removed and replaced on bridge

 $\mathbf{P}_{\mathbf{R}}$  = 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)
B00152N	26.665	44.00	0.00	0.00	0.00	0.00	200.00	0.00
B00153N	26.865	44.00	0.00	0.00	0.00	0.00	200.00	0.00
B00097N	31.100	21.00	0.00	0.00	0.00	0.00	30.00	0.00

# **PART II**

# SPECIFICATIONS AND STANDARD DRAWINGS

# **SPECIFICATIONS REFERENCE**

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

# SUPPLEMENTAL SPECIFICATIONS

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

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

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#### SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

#### 2.0 MATERIALS.

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

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

#### 2.2 Sign and Controls. All signs must:

- Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- Provide at least 40 preprogrammed messages available for use at any time.
   Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 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.
- 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:

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

\*Insert numerals as directed by the Engineer.

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

#### 2.3 Power.

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

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

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

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

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

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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:

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

#### SPECIAL NOTE FOR MICRO-SURFACING

1. **DESCRIPTION.** This work consists of constructing a cold-laid, polymer-modified, emulsified asphalt pavement course to fill ruts or provide an intermediate or surface course for existing pavements. The paving mixture is composed of a polymer-modified emulsified asphalt, crushed aggregate, mineral filler, water, and possibly other additives. Follow the requirements outlined in ASTM D 6372, Standard Practice for Design, Testing, and Construction of Microsurfacing, with modifications as found in this note. Apply this material according to the lines, grades, and typical cross-sections in the plans or as established by the Engineer.

Unless otherwise noted, Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition. All applicable portions of the Department's Standard Specifications apply unless specifically modified herein.

## 2. MATERIALS AND EQUIPMENT.

- **2.1 Mineral Filler.** Use Portland Cement, Type I, conforming to Section 801.
- **2.2 Aggregate.** Provide 100-percent crushed aggregate conforming to Sections 804 and 805. Contrary to Subsection 403.03.03, provide polish-resistant aggregate in the asphalt mixture conforming to one of the following requirements:

## Microsurfacing Type A

• 100 percent of total combined aggregate is Class A polish-resistant aggregate.

## **Microsurfacing Type B**

• 100 percent of total combined aggregate is Class B or Class A polish-resistant aggregate.

## Microsurfacing Type D

• No polish-resistant aggregate requirements

Contrary to ASTM D 6372, test sand equivalent according to AASHTO T 176, soundness according to Kentucky Method (KM) 64-610, and a maximum LA abrasion resistance of 35 percent when tested according to AASHTO T 96. Ensure all aggregates satisfy ASTM D 6372 for sand equivalent, soundness, and LA abrasion.

Do not use mineral aggregates that are inherently porous, such as blast-furnace slag, expanded shale, porous limestone, and lightweight aggregates, in this mixture.

**2.3 Water.** Conform to Section 803.

**2.4 Emulsified Asphalt.** The polymer-modified emulsion will be a CQS-1hP conforming to AASHTO M 316 and tested according to T59. Distill sample at 350 °F. In addition, ensure that the emulsified asphalt conforms to the following criteria:

Test
Ductility at 77 °F (AASHTO T 51)

Criteria
40 cm (min)

Ensure the asphalt supplied can be found on the List of Approved Materials.

**2.5 Equipment.** All equipment necessary for the satisfactory performance of the work shall be on hand and approved before the work is permitted to begin. All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition.

All trucks shall be covered immediately after loading with a cover of canvas or other suitable material. The cover shall lap down along the sides and rear of the truck bed a minimum of 6 in. and be secured by tie downs at a maximum of 5 ft. spacing along the sides and rear of the truck bed. All trucks must be equipped to meet the above requirements prior to commencing hauling operations.

**2.6 Mixing Equipment.** Produce the mixture in a self-propelled, front-feed, continuous-loading machine equipped with a conveyer-belt aggregate-delivery system and an interconnected, positive-displacement, water-jacketed gear pump and/or a variable displacement computerized rate control pump, to accurately proportion the aggregate and asphalt emulsion. Locate the mineral filler feed so the proper amount of mineral filler is dropped on the aggregate before discharge into the pug mill. Provide a spray bar to completely pre-wet the aggregate dropping down to the pug mill with additive and water before the introduction of the asphalt emulsion. Provide a twin-shaft, continuous-flow, multi-blade pug mill that is a minimum of 49 in. long. Ensure that the blade size and side clearances meet the equipment manufacturer's recommendations. Introduce the emulsion within the first one-third of the mixer length to ensure proper mixing of all materials before exiting the pug mill.

Equip the machine with opposite-side driving stations to allow full control of the machine from either side. Equip the mixer with a remote, forward-speed control at the rear mixing platform so the rear operator can control the forward speed and level of mixture in the paving or rut box. Provide material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time.

Equip the mixing machine with a water pressure system and nozzle-type spray bar to provide a water spray ahead of and outside the spreader box when required. Apply water at a rate that will dampen the surface but not create free-flowing water ahead of the spreader box.

The mixer shall be equipped with a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. The mixer shall be equipped with a back-up electronic materials counter that is capable of recording running count totals for each material being monitored. The mixer shall include an attached radar ground measuring device or comparable device. Each material control device shall be calibrated prior to each mix application and at the discretion of the Engineer. The computer system shall have the capability to record, display, and print the following information:

- Individual sensor counts for emulsion, aggregate, cement, water and additive
- Aggregate, emulsion, and cement output in pounds per minute
- Ground travel distance
- Spread rate in pounds per square yard
- Percentages of emulsion, cement, water and additive
- Cumulative totals of aggregate, emulsion, cement, water and additive
- Scale factor for all materials

The computer system shall be functional at the beginning of work, and throughout the entire work operation.

- **2.7 Aggregate Equipment.** In an effort to eliminate oversize materials in the finished mat, aggregate shall be screened directly into the trucks and weighed when removed from the stockpile and prior to delivery to the paver. The inspector shall view the screen for oversized aggregate and if it is found to have gaps, it shall be replaced or repaired before continuing to place the material.
- **2.8 Spreading Equipment.** If a leveling or surface course is specified, apply the mixture uniformly by means of a conventional spreader box.

If a rut-fill course is specified, apply the mixture with a 5-6ft width, "V-shaped" rut-filling spreader box. Equip the rut-filling spreader box with a steel strike-off device.

Attach either type of spreader box to the mixer, and equip it with augers mounted on an adjustable shaft to continually agitate and distribute the materials throughout the box. Ensure that the equipment provides sufficient turbulence to prevent the mix from setting in the box or causing excessive build-up or lumps. To prevent loss of the mixture from the box, attach flexible seals, front and rear, in contact with the road. Operate the spreading equipment in such a manner as to prevent the loss of the mixture on superelevated curves.

For surface courses, attach a secondary strike-off device to the spreader. Use neoprene rubber drags to obtain the desired finish. Replace drags having excessive buildup. Do NOT use burlap drags.

**2.9 Calibration Equipment.** Supply all of the equipment, materials, and scales necessary to perform the calibration according to Section 3.5 of this note.

### 3. CONSTRUCTION.

**3.1 Preparation and Proportioning of Mixture.** Submit a complete mix design to the Division of Construction and to the Division of Materials, Asphalt Branch and Aggregate Section. Mix design shall be prepared by an approved laboratory, to verify the compatibility of the aggregate, asphalt emulsion, mineral filler, and other additives. Perform the mix design with the same materials that will be used on the project.

Ensure the mix design has a residual asphalt content, by dry weight of aggregate, of 7.0 to 8.5 percent for leveling and surface courses and 6.5 to 8.0 percent for rut-filling mixes. Also ensure the mixture contains no reclaimed materials and a mineral filler content between 0.25 and 2.0 percent by dry weight of aggregate.

In addition to the mix design information required by KM 64-421, provide the following (all percentages are based on the dry weight of aggregate):

- minimum and maximum percentage of water; and
- percentage of mix-set additives, if required.

Provide test results from an accredited laboratory that conform to ASTM D 6372.

Submit the mix design and two full 5-gallon buckets of the aggregate blend for the mixture to the Division of Materials for verification according to Subsection 402.03 a minimum of four weeks prior to initial use for testing and approval.

When requested by the Engineer, the Contractor shall calculate the % asphalt content of the mixture from the equipment computer display readings. If no request is made by the Engineer, the Contractor shall calculate the % asphalt content of the mixture from the equipment computer display readings randomly, a minimum of 3 times a day. The quality control tolerances from the mix design is  $\pm 0.5\%$ .

- **3.2 Mixture Gradation.** Conform to the Type II requirements from ASTM D 6372 for surface courses and Type III requirements from ASTM D 6372 for leveling and rut-fill courses.
- **3.3 Weather Limitations.** In addition to the applicable requirements in ASTM D 6372, apply the mixture only when rain is not imminent and the existing pavement surface temperature is at least 50 °F. The ambient temperature shall be at least 45 °F and rising and no forecasted temperatures shall be below 32 °F within a 24 hour period after placement. Do not place the material between November 1 and May 1.

**3.4 Surface Preparation.** Before applying application, ensure the surface is clean and free from any debris

Remove pavement markers. Prior to application, fill depressions with microsurface material, asphalt material, or other approved material meeting the engineer's specifications.

Remove existing thermoplastic and/or excessive paint markings prior to application.

Contrary to Section 406, apply an approved tack coat material at rate of 0.03 to 0.06 gal/yd². Application rate shall be adjusted based on the surface texture and/or porosity. Do not apply tack coat on top of a rut fill or leveling course prior to placing surface course. Only apply tack coat to surfaces that will be covered by the application in the same day.

- **3.5** Calibration. Before mix production, calibrate the mixing equipment in the presence of the Engineer. Generate documentation for the Engineer, including individual calibrations of each material at various settings. Perform a new calibration if there is any change in the mix design. Following calibration and adjustments for changes in the mix design, do not make any further calibration adjustments to the mixing equipment without the Engineer's approval.
- **3.6 Application.** Apply the paving mixture in a manner to fill minor surface irregularities and achieve a uniform surface without causing streaking, drag marks, skips, lumps, or tears. Carry a sufficient amount of material in the spreader box at all times to ensure complete and uniform coverage. Avoid overloading the spreader box. Do not allow lumping, balling, or unmixed aggregate in the spreader box.

If a rut-fill course is specified, apply enough material to fill the wheel paths without excess crowning (overfilling). An excess crown is defined as 1/8 in. after 24 h of traffic compaction. Apply rut-fill courses in widths from 5 to 6 ft for each wheel path. If rut depth exceeds 1.0 inches, apply rut fill course in multiple layers. Provide a smooth, neat seam where two rut-fill passes meet. Restore the design profile of the pavement cross-section. Feather the edges of the rut-fill course to minimize the use of excess material. Rut fill course shall not exhibit drag marks or tears greater than 1 inch wide, ½ inch in depth and greater than 12 inches in length. Rut fill course shall not exhibit excessive flushing or excessive roughness.

If a leveling course is specified, ensure the material covers the entire surface area. The leveling course may exhibit minor raveling upon opening to traffic but shall not exhibit any continued raveling after the first four hours to traffic. Leveling course shall not exhibit drag marks or tears greater than ½ inch wide, ¼ inch in depth and greater than 12 inches in length. Leveling course shall not exhibit flushing or excessive roughness.

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If a leveling course is specified, apply the paving mixture at a dry aggregate rate of  $18\pm 2$  lb/yd². If a surface course is specified over a leveling or rut-fill course, apply the paving mixture at a dry aggregate rate of  $18\pm 2$  lb/yd². If a surface course only is specified, apply the paving mixture at a dry aggregate rate of  $24\pm 2$  lb/yd². For leveling course provide an even layer creating a neat center seam with no overlap where two passes meet. For surface courses, provide a smooth, neat center seam with a maximum overlap of 2 inches where two passes meet.

Construct surface courses wide enough to cover the outside edges of rut-fill and leveling courses. Maintain straight edge lines along curbs and shoulders. Do not allow runoff in these areas. Ensure that lines at the intersections are straight. Immediately remove excess material from the ends of each run.

Use squeegees and lutes to spread the mixture in areas inaccessible to the spreader box and areas requiring hand-spreading. With the Engineer's approval, adjust the mix-set additive to provide a slower setting time if hand-spreading is needed. Do not adjust the water content. If hand-spreading, pour the mixture in a small windrow along one edge of the surface to be covered, and spread it uniformly by a hand squeegee or lute.

Ensure the material cures at a rate that will permit traffic on the pavement within one hour of placement or time specified by the engineer.

If the final surface is not uniform in texture, free from streaks, drag marks, lumps, or tears, stop applying mixture and correct the problem. Do not resume work until the engineer is satisfied the problem has been corrected. If surface correction is necessary, due to traffic, rain, or other causes during construction of the project, repair areas of the surface.

### 3.7 Acceptance and Verification.

**3.7.1** Proportion and Spread Rate. Maintain continuous control of the emulsified asphalt-to-dry aggregate proportion to conform to the approved mix design within a tolerance of  $\pm 2$  gal/ton. Ensure the spread rate satisfies the specified quantity of aggregate per square yard on a dry-weight basis.

When requested by the Engineer, the Contractor shall calculate the yield of the course being placed from the equipment computer display readings. If no request is made by the Engineer, the Contractor shall calculate the yield of the course being placed from the equipment computer display readings randomly, a minimum of 3 times a day. The quality control tolerance from the specified application rate is  $\pm 2$  lbs/sy.

The Department will base acceptance of the emulsified asphalt-to-dry aggregate proportion and the spread rate on the Engineer's summary of daily quantities. The Department will accept a day's application of Microsurfacing provided the Engineer's summary indicates conformance with the requirements for proportion and spread rate.

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- **3.7.2 Emulsified Asphalt.** Submit samples of the polymer-modified emulsion to the Division of Materials for testing at a frequency of one sample per lot.
- **3.7.3 Mixture Gradation.** Perform combined-gradation determinations on the aggregates used in the Microsurfacing at a frequency of one per day of production. The Department will allow the tested gradation to vary within the tolerances given in ASTM D 6372 provided the percent passing any sieve remains within the master gradation limits from ASTM D 6372.

The Department will perform combined-gradation determinations on the aggregates used in the Microsurfacing at a frequency of one per four days of production and compare those results with the contractor's combined-gradation results according to Subsection 402.03.03.

- **3.8 Documentation.** The Contractor shall maintain a daily report including the following information:
  - Aggregate used, ton (dry)
  - Microsurfacing emulsion used, ton
  - Bituminous Materials for Tack Coat, ton
  - Cement used, ton
  - Water used in mixture, gallons
  - Additive used in mixture, gallons
- **3.9 Test Strip Construction.** Prior to production application, the Contractor shall place a test section 1,000 ft. in length and one lane wide. The test strip shall demonstrate the mix and set time of the material and the ability to perform under traffic. If handwork will be required on the project, include handwork in the test strip. The test strip shall be placed at the same general time of day as paving is to take place (night or day), and under similar ambient conditions. The test strip shall be able to carry normal traffic within 60 minutes. If normal traffic cannot be carried, the emulsion or mixture must be adjusted and another test strip will be required. Upon approval of the test strip, the Contractor can begin application. Payment will only be made for the first test strip.
- **4. MEASUREMENT.** The Department will pay for surface and leveling Microsurfacing courses by the number of square yards, complete and accepted in place. The Department will pay for Microsurfacing rut-fill course by the number of tons of dry aggregate used, complete and accepted in place. The weight of the dry aggregate used will be based on the calibrated weight of aggregate provided by the paving machine.

The Department will base the width of the pavement course on the width shown on the plans or as directed by the Engineer. The Department will measure the length along the centerline of each roadway or ramp.

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The Department will not measure the surface preparation or tack coat for payment and will consider them incidental to the Microsurfacing.

**5. PAYMENT.** The Department will consider the unit bid price per square yard to include all labor, materials, and equipment necessary to complete the work. The Department will make payment for the completed and accepted quantities according to the following:

Emulsified Asphalt Price Adjustment Schedule										
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay				
CQS-1hP										
Viscosity, 77 ° F (SFS)			15 - 17	12 – 14	9 - 11	≤8				
AASHTO T 59	20 - 100	18 - 110	111 - 120	121 - 130	131 - 140	≥ 141				
Residue Penetration, 77 °F			34 - 36	31 - 33	28 - 30	≤ 27				
AASHTO T 59	40 - 90	37 - 98	99 - 108	109 - 120	121 - 130	≥ 131				
Softening Point, AASHTO T 53	≥ 135	≥ 130	127 - 134	128 - 129	126 - 127	≤ 125				
Distillation Residue, % AASHTO T 59, 350°F	≥ 62.0	≥ 60.0	59.5	59.0	58.5	≤ 58.4				
Sieve, % AASHTO T 59	≤ 0.1	≤ 0.3	0.31 - 0.45	0.46 - 0.60	0.61 - 0.75	$\geq 0.76$				
Residue Elastic Recovery @ 50 ° F, % AASHTO T 301	≥ 60.0	≥ 58.0	57.0	56.0	55.0	≤ 54.9				
Residue Ductility @ 77 ° F, cm	≥ 40	≥ 38	37	36	35	≥ 34				

<u>Pay Item</u>	<u>Pay Unit</u>
Micro Surfacing-Surface Course	Square Yard
Micro Surfacing-Leveling Course	Square Yard
Micro Surfacing-Rut Fill Course	Ton
	Micro Surfacing-Surface Course Micro Surfacing-Leveling Course

May 24, 2018

### SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

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

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

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

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

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

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

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

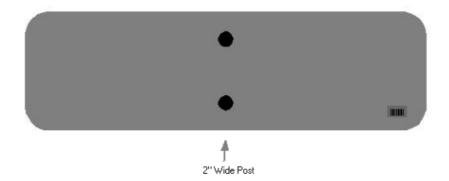
The installation of the permanent sign will be measured in accordance to Section 715.

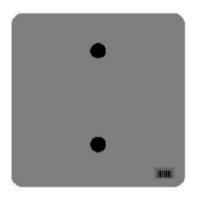
**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

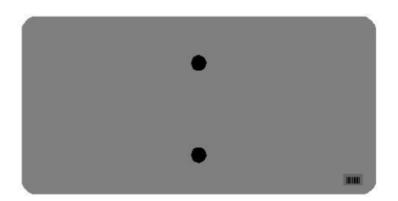
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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

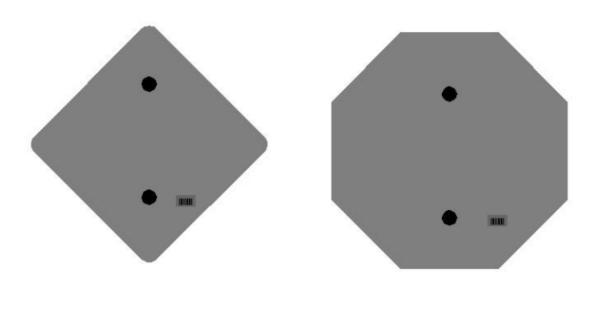
# One Sign Post

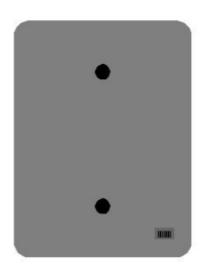


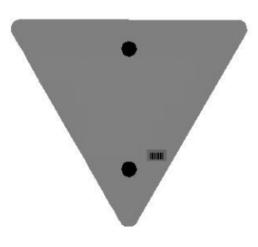




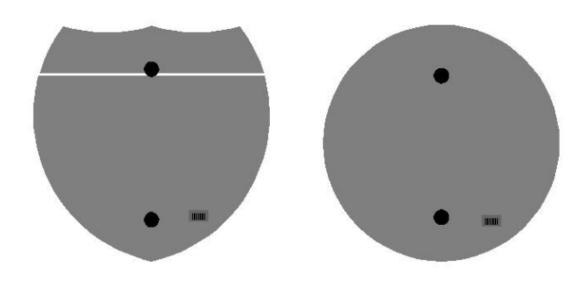
# One Sign Post

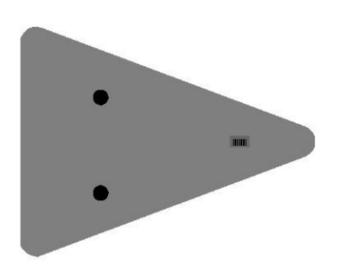




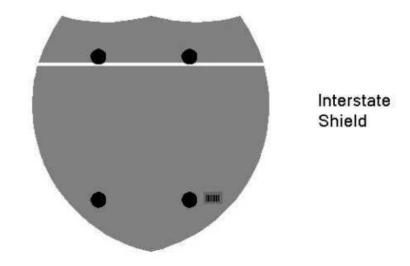


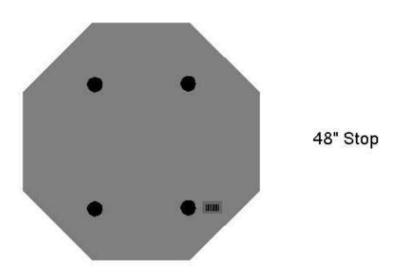
One Sign Post





# Double Sign Post

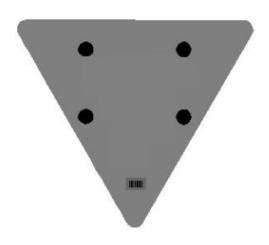




# 2 Post Signs







### 2020 STANDARD DRAWINGS THAT APPLY

ROADWAY	
~ BARRIERS ~	
TYPICAL BARRIER INSTALLATIONS	
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### **PART III**

# EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### **ATTACHMENTS**

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

### I. GENERAL

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

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

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

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

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

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

### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

### 6. Training and Promotion:

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

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

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

### **III. NONSEGREGATED FACILITIES**

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

### 1. Minimum wages

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

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

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

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding

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

### 3. Payrolls and basic records

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

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

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3:
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

### 10. Certification of eligibility.

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

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

### VII. SAFETY: ACCIDENT PREVENTION

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

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

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

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

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

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

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

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

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

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

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

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

### 1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

\* \* \* \* \*

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

### KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

### KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

### Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

### **EXECUTIVE BRANCH CODE OF ETHICS**

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

### KRS 11A.040 (7) provides:

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

### KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

General Decision Number: KY20220107 01/07/2022

Superseded General Decision Number: KY20210107

State: Kentucky

Construction Type: Highway

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

### HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number Publication Date

01/07/2022

### **SUKY2015-047** 10/20/2015

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

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

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

Group 4......\$ 22.70 12.36
GROUP 1: Aging and Curing of Concrete (Any Mode or Method),
Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt
Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason
Tenders, Cleaning of Machines, Concrete Laborers, Demolition
Laborers, Dredging Laborers, Drill Tender, Environmental
Laborer - Nuclear, Radiation, Toxic and Hazardous Waste Level D, Flagmen, Grade Checkers, All Hand Digging and Hand
Back Filling, Highway Marker Placers, Landscaping Laborers,
Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap
and Grouters, Right of Way Laborers, Sign, Guard Rail and
Fence Installers (All Types), Signalmen, Sound Barrier
Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck
Spotters and Dumpers, Wrecking of Concrete Forms, General
Cleanup

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

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

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

### PAINTER

All Excluding Bridges\$ 19.92 Bridges\$ 23.92	9.57 10.07
PLUMBER\$ 22.52	7.80
POWER EQUIPMENT OPERATOR:  Group 1\$ 29.95  Group 2\$ 29.95  Group 3\$ 27.26	14.40 14.40 14.40

Group 4.....\$ 26.96 GROUP 1: Auto Patrol, Batcher Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, (French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill

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

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

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

SHEET METAL WORKER\$	20.40	7.80
TRUCK DRIVER		
Driver (3 Tons and Over),		
Driver (Truck Mounted		
Rotary Drill)\$	23.74	14.50
Driver (3 Tons and Under),		
Tire Changer and Truck		
Mechanic Tender\$	23.53	14.50
Driver (Semi-Trailer or		
Pole Trailer), Driver		
(Dump Truck, Tandem Axle),	22 40	14 50
Driver of Distributor\$  Driver on Mixer Trucks	23.40	14.50
(All Types)\$	23 45	14.50
Driver on Pavement Breakers.\$		14.50
Driver, Euclid and Other	23.33	11.50
Heavy Earth Moving		
Equipment and Low Boy\$	24.31	14.50
Driver, Winch Truck and A-		
Frame when used in		
Transporting Materials\$	23.30	14.50
Greaser on Greasing		
Facilities\$		14.50
Truck Mechanic\$	23.50	14.50
Truck Tender and		
Warehouseman\$	23.20	14.50

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

\_\_\_\_\_\_

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

### Union Rate Identifiers

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

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

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

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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 Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

### TO: EMPLOYERS/EMPLOYEES

### PREVAILING WAGE SCHEDULE:

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

### **OVERTIME:**

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

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

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
2.5%	6.9%

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

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

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

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

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

### **PART IV**

### **INSURANCE**

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

current edition

# **PART V**

# **BID ITEMS**

Page 1 of 3

224102

### **PROPOSAL BID ITEMS**

**Report Date** 12/26/21

Section: 0001 - PAVING

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
010	00001	DGA BASE (FOR HSIP)	80.00	TON		\$	
020	00190	LEVELING & WEDGING PG64-22 (FOR FD05)	300.00	TON		\$	
030	00190	LEVELING & WEDGING PG64-22 (FOR HSIP)	303.00	TON		\$	
040	00221	CL2 ASPH BASE 0.75D PG64-22 (FOR HSIP)	131.00	TON		\$	
050	00301	CL2 ASPH SURF 0.38D PG64-22 (FOR HSIP)	292.00	TON		\$	
060	00356	ASPHALT MATERIAL FOR TACK (FOR FD05)	3.00	TON		\$	
070	02562	TEMPORARY SIGNS (FOR FD05)	230.00	SQFT		\$	
080	02650	MAINTAIN & CONTROL TRAFFIC (FOR FD05)	1.00	LS		\$	
090	02676	MOBILIZATION FOR MILL & TEXT (FOR HSIP)	1.00	LS		\$	
100	02677	ASPHALT PAVE MILLING & TEXTURING (FOR HSIP)	292.00	TON		\$	
)110	02697	EDGELINE RUMBLE STRIPS (FOR FD05)	37,700.00	LF		\$	
120	02697	EDGELINE RUMBLE STRIPS (FOR HSIP)	18,800.00	LF		\$	
130	06510	PAVE STRIPING-TEMP PAINT-4 IN (FOR FD05)	118,000.00			\$	
140	06542	PAVE STRIPING-THERMO-6 IN W (FOR FD05)	51,000.00	LF		\$	
150	06543	PAVE STRIPING-THERMO-6 IN Y (FOR FD05)	51,000.00	LF		\$	
160	06569	PAVE MARKING-THERMO CROSS-HATCH (FOR FD05)		SQFT		\$	
170	06574	PAVE MARKING-THERMO CURV ARROW (FOR FD05)		EACH		\$	
	20458ES403	CENTERLINE RUMBLE STRIPS (FOR FD05)	6,600.00			\$	
		PAVE MARK THERMO CONE CAP-SOLID YELLOW				*	
190	21417ES717	(FOR FD05) MICROSURFACING-LEVELING COURSE	110.00	SQFT		\$	
200	21652EN	(FOR FD05)	77,466.00	SQYD		\$	
210	21652EN	MICROSURFACING-LEVELING COURSE (FOR HSIP)	21,000.00	SQYD		\$	
220	23071EN	OVERBAND CRACK SEALING (FOR FD05)	10,000.00	LB		\$	
230	23071EN	OVERBAND CRACK SEALING (FOR HSIP)	2,400.00	LB		\$	
240	24878EC	ASPHALT EMULSION FOR FOG SEAL (FOR FD05)	5.00	TON		\$	
		MICROSURFACING-SURFACE COURSE - TYPE D					

Contract ID: 224102 Page 185 of 186

### **PROPOSAL BID ITEMS**

224102

**Report Date** 12/26/21

Page 2 of 3

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0260	24958EC	MICROSURFACING-SURFACE COURSE - TYPE D (FOR HSIP)	21,000.00	SQYD		\$	
0270	24970EC	ASPHALT MATERIAL FOR TACK NON- TRACKING (FOR HSIP)	2.40	TON		\$	

Section: 0002 - ROADWAY

LINE	<b>BID CODE</b>	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
0280	02460		REMOVE TREES OR STUMPS (FOR HSIP)	8.00	EACH		\$	
0290	02575		DITCHING AND SHOULDERING (FOR HSIP)	1,550.00	LF		\$	
0300	02650		MAINTAIN & CONTROL TRAFFIC (FOR HSIP)	1.00	LS		\$	
0310	02671		PORTABLE CHANGEABLE MESSAGE SIGN (FOR HSIP)	3.00	EACH		\$	
0320	02726		STAKING (FOR HSIP)	1.00	LS		\$	
0330	03269		TRIM & REMOVE TREES & BRUSH (FOR HSIP)	3,900.00	LF		\$	
0340	06510		PAVE STRIPING-TEMP PAINT-4 IN (FOR HSIP)	65,000.00	LF		\$	
0350	06542		PAVE STRIPING-THERMO-6 IN W (FOR HSIP)	18,800.00	LF		\$	
0360	06543		PAVE STRIPING-THERMO-6 IN Y (FOR HSIP)	18,800.00	LF		\$	
0370	21415ND		EROSION CONTROL (FOR HSIP)	1.00	LS		\$	
0380	24189ER		DURABLE WATERBORNE MARKING-6 IN W (FOR HSIP)	13,640.00	LF		\$	
0390	24190ER		DURABLE WATERBORNE MARKING-6 IN Y (FOR HSIP)	13,640.00	LF		\$	

Section: 0003 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FΡ	<b>AMOUNT</b>
0400	02562		TEMPORARY SIGNS (FOR HSIP)	230.00	SQFT		\$	
0410	06406		SBM ALUM SHEET SIGNS .080 IN (FOR HSIP)	560.00	SQFT		\$	
0420	06407		SBM ALUM SHEET SIGNS .125 IN (FOR HSIP)	296.00	SQFT		\$	
0430	06410		STEEL POST TYPE 1 (FOR HSIP)	1,500.00	LF		\$	
0440	21373ND		REMOVE SIGN (FOR HSIP)	25.00	EACH		\$	
0450	24631EC		BARCODE SIGN INVENTORY (FOR HSIP)	190.00	EACH		\$	

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PROPOSAL BID ITEMS

**Report Date** 12/26/21

Section: UUU4 - GUARDRAIL

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0460	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE (FOR HSIP)	206.00	EACH		\$	
0470	02351	GUARDRAIL-STEEL W BEAM-S FACE (FOR HSIP)	9,849.00	LF		\$	
0480	02360	GUARDRAIL TERMINAL SECTION NO 1 (FOR HSIP)	23.00	EACH		\$	
0490	02367	GUARDRAIL END TREATMENT TYPE 1 (FOR HSIP)	16.00	EACH		\$	
0500	02369	GUARDRAIL END TREATMENT TYPE 2A (FOR HSIP)	1.00	EACH		\$	
0510	02371	GUARDRAIL END TREATMENT TYPE 7 (FOR HSIP)	12.00	EACH		\$	
0520	02381	REMOVE GUARDRAIL (FOR HSIP)	11,350.00	LF		\$	
0530	02391	GUARDRAIL END TREATMENT TYPE 4A (FOR HSIP)	7.00	EACH		\$	
0540	02399	EXTRA LENGTH GUARDRAIL POST (FOR HSIP)	1,000.00	EACH		\$	

Section: 0005 - DEMOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC FP	AMOUNT
0550	02569	DEMOBILIZATION	1.00	LS	\$	