



CALL NO. 203

CONTRACT ID. 202169

LAWRENCE COUNTY

FED/STATE PROJECT NUMBER 064GR20P044 - ER & HSIP

DESCRIPTION KY 1 (ONE PROJECT) & US 23 (TWO PROJECTS)

WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE

PRIMARY COMPLETION DATE 8/1/2021

LETTING DATE: November 20,2020

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN STANDARD TIME November 20,2020. Bids will be publicly announced at 10:00 am EASTERN STANDARD TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 7.50%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 12

CONTRACT ID - 202169

064GR20P044 - ER & HSIP

COUNTY - LAWRENCE

PCN - MP06400012001

ER 9020 (263)

FALLSBURG-WEBBVILLE (KY 1) (MP 0.052) WASHOUT 0.059 MILES NORTH OF KY 3 (MP 0.066), A DISTANCE OF 0.01 MILES.

GEOGRAPHIC COORDINATES LATITUDE 38:10:52.00 LONGITUDE 82:42:40.00

PCN - MP06400232001

ER 9020 (228)

COUNTRY MUSIC HIGHWAY (US 23) (MP 18.540) WASHOUT 0.130 MILES NORTH OF KY 3 (MP 18.545), A DISTANCE OF 0.01 MILES.

GEOGRAPHIC COORDINATES LATITUDE 38:07:42.00 LONGITUDE 82:37:43.00

PCN - MP06400232004

HSIP 0231(165)

COUNTRY MUSIC HIGHWAY (US 23) (MP 18.410) FROM KY 3 EXTENDING NORTH TO 920 FEET NORTH OF KY 3 (MP 18.584), A DISTANCE OF 0.17 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 12-09004.10.

GEOGRAPHIC COORDINATES LATITUDE 38:07:40.00 LONGITUDE 82:37:43.00

COMPLETION DATE(S):

COMPLETED BY 09/30/2021	SPECIFIED COMPLETION DATE - BOTH US 23 PROJECTS
COMPLETED BY 08/01/2021	SPECIFIED COMPLETION DATE - KY 1
COMPLETED BY 03/31/2021	SPECIFIED COMPLETION DATE - CUT OR TRIM BUSHES 5" OR GREATER

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

April 30, 2018

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office 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:

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

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

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

Office of Civil Rights and Small Business Development
6th 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)

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

NATIONAL HIGHWAY

Be advised US 23 is on the NATIONAL HIGHWAY SYSTEM.

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 US 23 – HSIP 0231 (165)

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. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.

STATIONING

The contractor is advised that the planned locations of work were established from a beginning station number which is STA 100+00.00 just east of the intersection of KY 3 with US 23. The end construction station is 109+20, which is located north of the KY 3/US 23 intersection along the northbound side of US 23.

SURVEY DATA

All survey information was obtained from either available KYTC Aerial LIDAR data or field located ground data. All information 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 project. 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. The contractor shall be responsible for all encroachments onto private lands.

CONTROL

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

General Notes & Description of
Work Page 2 of 2

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:

US 23/KY 3 Northbound Acceleration Lane. The project involves the construction of a northbound acceleration lane from KY 3 to US 23. This improvement uses the existing shoulder along US 23 within the project limits for installation of the acceleration lane. Due to impacts to existing roadways, maintenance of traffic signing, lane closures, and other coordination will be required. The proposed typical section for this improvement is included to show detailed information on pavement thicknesses and types. No right of way acquisition is expected to be required with this improvement. Utilities are located within the project limits; however, no utility relocations are expected with the project. The contractor is fully responsible for protection of all utilities. Please see the Utility Impact notes for more information.

Guardrail Replacement. Existing guardrail within the project will be replaced. Refer to the project plans for the approximate locations for guardrail replacement. The work will include removal of the existing guardrail and construction of the proposed typical section and side slopes to accommodate installation of the new guardrail and end treatments, double asphalt seal coat and asphalt seal aggregate, and any required earthwork. See the Special Note for Guardrail for more information on this work.

Intersection and Acceleration Lane striping. Bid items are provided for the installation of thermoplastic arrows, text, and lane striping on KY 3 and along the acceleration lane as it adjoins US 23. District 12 Traffic representatives are to be contacted prior to installation of striping items in order to assure compliance with district policies and standards.

Adjoining culvert repair project. Design plans have been developed for a culvert repair project near Milepoint 18.53 on US 23. This project is included in a separate section of this Contract. The outlet of this culvert has been damaged due to flooding events and is to be repaired according to the plans. Repairs to the culvert will involve slope excavation, embankment installation, removing guardrail, and other construction activities. This work will impact the proposed acceleration lane construction activities and timeline. Refer to the culvert repair notes and plans for more information.

SPECIAL NOTES FOR US 23 CULVERT REPLACEMENT ER 9028 (228)

I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's 2019 Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Section references are to the Standard Specifications. Furnish all labor, equipment, materials, and incidentals for the following work:

(1) Site Preparation and Erosion Control; (2) Designing, furnishing, and constructing Structural Plate Pipe; (3) Removing and Resetting Guardrail; (4) Excavation and Backfill with Channel Lining; (4) Maintaining and controlling traffic; and (5) any other work as specified by this contract.

II. MATERIALS

The Department will sample and test all materials in accordance with the Department's Sampling Manual. Unless specified otherwise in these notes, make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for.

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

B. Erosion Control. See Special Notes for Erosion Control Plan.

C. Steel Structural Plate Pipe. See Sections 612.02.01(2) and 809.01. Design the pipe for fill cover height of 10 feet and pH Range L with a paved invert. Consider the drawings in the proposal to be conceptual and preliminary only. Prior to fabrication, verify fill cover height and pipe arch lengths and submit to the Engineer and obtain approval of the manufacturer's designs and shop drawings prepared by a Professional Engineer licensed in Kentucky. Include with each shipment of the structural plates and accessories a certification that all materials furnished comply with the applicable specifications and these special notes.

D. Steel Structural Plate Pipe Invert Paving. See Section 612.03.07.

E. Steel Reinforcement. Use Grade 40, 50, or 60 deformed bars meeting the requirements of Section 811.02.01. The Department will allow field bending.

F. Concrete. Use Class A concrete according to Sections 601.02 and 601.03.03.

G. Foundation Preparation. Use Crushed Limestone Size No. 57 wrapped in Class 2 Geotextile Fabric.

H. Culvert Backfill. Use granular backfill according to Section 701.02.05.

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I. Geotextile Fabric Class 2. Furnish Geotextile Fabric Class 2 according to Section 843.

J. Channel Lining Class II. See Section 805.13.04.

K. Channel Lining Class III. See Section 805.13.01.

L. Seeding and Protection. See Special Note for Erosion Control.

III. CONSTRUCTION METHODS

Except as provided herein, construct Structural Plate Pipe according to Sections 603, 612, and 701 as applicable or as directed by the Engineer.

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

B. Erosion Control. See Special Notes for Erosion Control.

C. Site Preparation. Be responsible for all site preparation, including, but not limited to: clearing and grubbing and tree and stump removal; structure, common, solid rock, and special excavation; structural granular backfill, embankment, borrow, and embankment in place; removal of existing culverts, obstructions or any other items; disposal of materials, waste, and debris; cleaning inlet and outlet ditches; restoration, clean up, and final dressing. Limit clearing and grubbing to the absolute minimum required to construct the culvert, roadway approaches, and guardrail. Obtain the Engineer's prior approval before removing any trees. Perform all site preparation only as approved or directed by the Engineer.

D. Excavation and Removal of Existing Structures. Completely remove the existing headwall and culvert as shown on the plans according to Section 701.03.10 and 703.03.11 or as directed by the Engineer; including masonry (stone and/or concrete), if present. Be responsible for all excavation (structure, common, rock, and unclassified) required for foundation preparation and all other excavation required by the work. Excavate any rock in the channel as required to allow for construction of foundation and installation of culvert with the designed fill cover height. Waste excess and unsuitable excavation off the right of way obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow). Provide positive drainage of slopes and ditches at all times during and upon completion of construction. Perform all excavation only as approved or directed by the Engineer.

E. Foundation Preparation and Bedding. Prepare foundation with a minimum depth of 18 inches of No. 57 crushed limestone wrapped in Class 2 Geotextile. Prepare bedding for the Structural Plate according to Section 701.03.03(B).

F. Structural Plate Pipe. Construct Pipe as shown on the plans according to Sections 612 and 701.03.04 or as directed by the by the Engineer. Pave the pipe invert according Section 612.03.07. Provide positive drainage of slopes and ditches at all times during and upon

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completion of construction. Stockpile excavation within the right of way for reuse in constructing embankments. Obtain the Engineer's approval of the suitability of excavated materials before reusing in the embankments. Use excess suitable excavation to flatten slopes as approved or directed by the Engineer. Waste unsuitable and remaining excess excavation and other removed materials at sites off the right of way obtained by the Contractor at no additional cost to the Department (See Special Note for Waste and Borrow). Perform all excavation and removal of existing structure only as approved or directed by the Engineer.

Without regard to the materials encountered, consider all roadway, drainage, solid rock, and special excavation to be unclassified. It shall be distinctly understood that any reference to rock, earth, or any other material on the plans or cross sections, whether in numbers, words, letters, or lines, is solely for the Department's information and is not to be taken as an indication of classified excavation or the quantity of either rock, earth, or any other material involved. The bidder must draw his own conclusions as to the conditions to be encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the materials encountered are not in accord with the classification shown.

G. Reinforced Concrete Toe Wall. See plan detail Sheet R2 Note 1.

H. Backfill and Embankments. Complete the remainder of the backfill and embankments according to Section 701.03.06 or as directed by the Engineer at the time of construction with approved suitable excavation and/or embankment in place. Use excess suitable excavation to flatten slopes as approved or directed by Engineer. Warp finished slopes to match existing slopes and ditches. Provide positive drainage of slopes and ditches at all times during and upon completion of construction.

I. Channel Lining. Place Class II and Class III Channel Lining with Class 2 Geotextile Fabric to protect culvert ends, slopes, and ditches as directed by the Engineer. In addition to the requirements of section 703, the Engineer may require additional hand placement.

J. Guardrail. See Special Notes for Guardrail.

K. Final Dressing and Clean Up. After all work is completed, completely remove all waste and debris from the construction worksite. Backfill all excavated areas and compact as directed by the Engineer. Perform Class A Final Dressing on all disturbed areas, both on and off the right of way. Sow all disturbed earthen areas according to the Special Note for Erosion Control.

L. On-Site Inspection. Make a thorough inspection of the site prior to submitting bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made. The Department will not consider any claims resulting from site conditions.

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M. Right-of-Way Limits. The Department has not determined exact Right-of-Way limits. Limit work activities and operations to obvious existing Right-of-Way, Permanent Easements, and work areas obtained by the Department through consent and release of the adjacent property owners. Be responsible for encroachments onto private lands.

N. Utilities. Locate all underground and overhead utilities prior to construction. Be responsible for repairing all utility damage that occurs as a result of the Contractor's operations at no additional cost to the Department.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING UTILITIES RELOCATED FOR ANY ACCESS ROAD CONSTRUCTED FOR THE CONTRACTOR'S CONVENIENCE AT NO ADDITIONAL COST TO THE DEPARTMENT. THE CONTRACTOR SHALL REIMBURSE THE UTILITY COMPANY FOR ANY COST ASSOCIATED WITH ANY SUCH RELOCATIONS. ANY ADDITIONAL TIME REQUIRED FOR THESE RELOCATIONS SHALL BE AT THE DISCRETION OF THE ENGINEER.

O. Restoration. Be responsible for all damage to public and/or private property resulting from the work. Remove and replace all damaged or disturbed roadway features in like kind materials and design at no additional cost to the Department.

P. Disposal of Waste. Dispose of all removed pipe, stone masonry, concrete and reinforcing steel, pavement, debris, unsuitable and excess excavation, and other waste off the right-of-way at sites obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow).

Q. Caution. Consider the information shown on the plans and the type of work listed herein as approximate only and do not take the information as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw his own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for if the conditions encountered are not in accordance with the information shown.

R. 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 and/or the manufacturer and design modifications proposed by the Contractor or Manufacturer 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 of and within the limits of, or adjacent to, the project. Conduct work activities and operations in cooperation with such other parties so that interference with such other work will be reduced to a minimum. The Department will consider submission of a bid as Contractor's agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the

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completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

S. Staking. See Special Note for Staking.

IV. METHOD OF MEASUREMENT

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

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

B. Site Preparation. The Department will measure Site Preparation as one lump sum. The Department will not measure site preparation, including, but not limited to: clearing and grubbing and tree and stump removal; structure, common, solid rock, and special excavation; structural granular backfill, embankment, borrow, and embankment in place; removal of existing culverts, obstructions or any other items; disposal of materials, waste, and debris; cleaning inlet and outlet ditches; restoration, clean up, and final dressing for separate payment but shall be incidental to Site Preparation.

C. Erosion Control. See Special Notes for Erosion Control.

D. Foundation Preparation. See Section 603.04.03.

E. Structural Plate Pipe. The Department will measure the Structural Plate Pipe in linear feet along the culvert bottom centerline. The Department will not measure structural plate pipe design, bedding, backfill, bolts and other hardware, and furnishing the manufacturer's technical representative for separate payment, but shall be incidental to the Structural Plate Pipe.

E. Structural Plate Pipe Invert Paving. Contrary to Section 612.04.01, the Department will measure the Structural Plate Pipe Invert Paving in linear square yards.

G. Roadway Excavation. The Department will field measure Excavation in cubic yards according to Section 204.04.08.

H. Channel Lining Class II and Class III. See Section 703.04.05.

I. Geotextile Fabric Class 2. See Section 214.04. The Department will field measure the quantity in square yards of finished in place area. The Department will not measure laps, seams, cut offs, excess, or waste.

I. Guardrail. See Special Notes for Guardrail.

J. Staking. See Section 201.04.01

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V. BASIS OF PAYMENT

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

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

B. Site Preparation. Accept payment at the Contract unit price as full compensation for all materials, labor, equipment, and incidentals for all site preparation, including, but not limited to: clearing and grubbing and tree and stump removal; structure, common, solid rock, and special excavation; structural granular backfill, embankment, borrow, and embankment in place; removal of existing culverts, obstructions or any other items; disposal of materials, waste, and debris; cleaning inlet and outlet ditches; restoration, clean up, and final dressing.

C. Erosion Control. See Special Note for Erosion Control.

D. Foundation Preparation. See Section 603.05.

E. Structural Plate Pipe. Accept payment at the contract unit prices per linear foot as full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified on the plans, in these notes, and the Standard Specifications for structural plate pipe design, furnishing and installing the structural plate pipe and furnishing the manufacturer's technical representative; however, contrary to Section 612.04.01, the Department will measure the paving the invert.

F. Structural Plate Pipe Invert Paving. Accept payment at the contract unit price per square yard as full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified in these notes and the Standard Specifications for constructing the invert paving.

G. Roadway Excavation. See Section 204.05.

H. Channel Lining Class II and Class III. See Section 703.04.05.

I. Geotextile Fabric Class 2. Accept payment at the Contract unit price as full compensation for all materials, labor, equipment, and incidentals for furnishing and installing the Geotextile Fabric Type 2.

J. Guardrail. See special notes for guardrail.

K. Staking. Accept payment at the contract lump sum unit price as full compensation for all materials, equipment, labor, and incidentals, necessary to complete the staking according to the Special Note for Staking, Section 201, and these notes.

SPECIAL NOTES FOR EMBANKMENT REPAIR KY 1

I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's 2019 Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. Perform the following work:

(1) Maintain and Control Traffic; (2) Site Preparation; (3) Erosion Control; (4) Excavation; (5) Place geotextile fabric and backfill with Channel Lining Class IV; (6) Reconstruct shoulders; (7) Construct guardrail; (8) Restoration and final dressing; and (9) All other work required by the contract.

II. MATERIALS EQUIPMENT

Except as provided herein or as directed by the Engineer, the Department will sample and test all materials in accordance with the Department's Sampling Manual. 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 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 IV. See Section 204.03.07(A).

D. Dense Graded Aggregate. Furnish Dense Graded Aggregate (DGA) according to Section 302.02. Do not furnish Crushed Stone Base in lieu of DGA.

E. Seeding and Protection. See Special Note for Erosion Control.

F. Geotextile Fabric. Furnish Geotextile Fabric Class 2 according to Section 843.

G. Guardrail. See Special Note for Guardrail.

III. CONSTRUCTION METHODS

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

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

Embankment Repair
KY 1
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C. Site Preparation. Be responsible for all site preparation, including but not limited to, clearing and grubbing, excavation, embankment, and removal of all obstructions or any other items; regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; temporary pollution and erosion control; disposal, of excess and waste materials and debris; and final dressing, cleanup, and seeding and protection. The Department has not determined the area to be Cleared and Grubbed and the bidder must draw his own conclusions. If roadway signs are in the embankment repair area, be responsible for removing, storing, protecting, and resetting the signs. Cover any remaining signs that are not applicable during construction. Replace signs damaged by Contractor's operations or negligence at no additional cost to the Department.

D. Excavation and Backfill for Embankment Repair. Excavate as necessary to remove failed and unsuitable material. Do not damage the existing pavement. Place Geotextile Fabric Class 2 and backfill with Class IV Channel Lining. Construct backfill up to approximately 3 inches below the existing pavement elevation. Prepare the shoulder with DGA up to the approximate existing pavement elevation and width of the surrounding adjacent typical section. Do not pond water on the shoulder area or at the shoulder edge. Reconstruct the shoulder before installing guardrail. If required, asphalt paving will be by others.

E. Guardrail. See Special Note for Guardrail.

F. Restoration, Final Dressing, Seeding and Protection. Do not use excavated spoil material from the site as fill material. Warp and tie slopes into adjacent undisturbed slopes and ditches. Provide positive drainage upon completion of construction. Apply Final Dressing Class A to all disturbed earthen areas, both on and off the right-of-way. Sow according to the Special Note for Erosion Control.

G. Disposal of Waste. Waste debris from tree and brush removal and excavation on the Right-of-Way at locations designate by the Engineer. Do not use excavation from the site as fill material or waste in flood prone areas or streams. If suitable locations do not exist dispose of the debris at sites off the Right-of-Way obtained by the Contractor at no additional cost to the Department. Dispose of all removed concrete and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See Special Note for Waste and Borrow.

H. On-Site Inspection. Make a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with the existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider s submission of a bid evidence of this inspection having been made.

Embankment Repair
KY 1
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I. Right of Way Limits. The Department has not established exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.

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

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

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

IV. METHOD OF MEASUREMENT

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

B. Site Preparation. The Department will measure Site Preparation as a single Lump Sum. The Department will not measure Clearing and Grubbing, Final Dressing, Seeding and Protection, and Waste Disposal, but shall be incidental to Site Preparation.

C. Erosion Control. See Special Note for Erosion Control.

D. Excavation. The Department will field measure Excavation in cubic yards according to Section 204.04.08.

E. Geotextile Fabric Class 2. The Department will field measure the quantity in square yards of finished in place area. The Department will not measure laps, seams, cut offs, excess, or waste.

Embankment Repair
KY 1
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F. Channel Lining Class IV. The Department will measure Channel Lining Class IV in cubic yards. Contrary to Section 204.04.11, the Department will not measure borrow or other excavation to obtain the Channel Lining but shall be incidental to Channel Lining Class IV.

G. Dense Graded Aggregate. The Department will measure DGA in tons according to Section 302.04.

V. BASIS OF PAYMENT

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

B. Site Preparation. Accept payment at the Contract Lump Sum unit price as full compensation for all materials, labor, and equipment for all site preparation, including but not limited to, clearing and grubbing, excavation, embankment, and removal of all obstructions or any other items, disposal, of excess and waste materials and debris; and final dressing, cleanup, and seeding and protection.

C. Erosion Control. See Special Note for Erosion Control.

D. Excavation. Accept payment at the Contract unit price as full compensation for all materials, labor, equipment, and incidentals for excavating the failed embankments.

E. Geotextile Fabric Class 2. Accept payment at the Contract unit price as full compensation for all materials, labor, equipment, and incidentals for furnishing and installing the Geotextile Fabric Type 2.

F. Channel Lining Class IV. Accept payment at the Contract unit price as full compensation for all materials, labor, equipment, and incidentals for furnishing and placing the Channel Lining Class IV.

G. Dense Graded Aggregate. See Section 302.05.

SPECIAL NOTE FOR STAKING
US 23 – HSIP 0231 (165)

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

1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
2. Verify the dimensions, elevations, and quantities of the culvert pipes, entrance pipes, box culverts, and/or structural plate as listed and detailed in the proposal, and determine flow line elevations and slopes necessary to provide positive drainage. Revise as necessary to accommodate the existing site conditions; to provide proper alignment of the drainage structures with existing and/or proposed ditches, stream channels, swales, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
3. Prior to incorporating into the work, obtain the Engineers approval of all revision determined by the Contractor.
4. Produce and furnish to the Engineer "As Built" information for the drainage improvements. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures constructed. Final elevation data of the drainage improvements is not necessary.
5. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the striping and/or pavement markings.
6. Perform any and all other staking operations required to control and construct the work.

**SPECIAL NOTE FOR STAKING
US 23 CULVERT REPLACEMENT
ER9028 (228)**

In addition to the requirements of Section 201, perform the following:

1. Perform items 1 and 2 usually performed by the Engineer; and
2. Verify the Structural Plate Pipe section and skew and revise alignments as necessary to provide proper alignment of culverts with stream channel and the roadway lines and grades, and provide positive drainage upon completion of construction; and
3. Verify Structural Plate Pipe fill cover height and design. Prior to incorporating into the work, obtain the Engineers approval of all designs and revisions to be provided by the Contractor; and
4. Establish typical section cross slopes, transitions, and tapers to align the work to match existing roadway alignment and to insure positive drainage upon completion of the work; and
5. Establish proper slope elevations and ratios, shoulder widths, existing ditch profiles, and final ditch profiles to insure positive drainage during and upon completion of construction.
6. Produce and furnish to the Engineer "As Built" plans; and
7. Perform any and all other staking operations required to control and construct the work.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

COORDINATION OF WORK WITH OTHERS

Be advised, there may be active project(s) adjacent to or within this project. These may be KYTC administered contracts, work being performed as part of a KYTC issued encroachment permit, or work being performed by Department forces. The Engineer will coordinate the work of any other Contractors, permit holders, or the Department' forces. See Sections 105.06, 107.06 and 107.14 of the 2019 Standard Specifications.

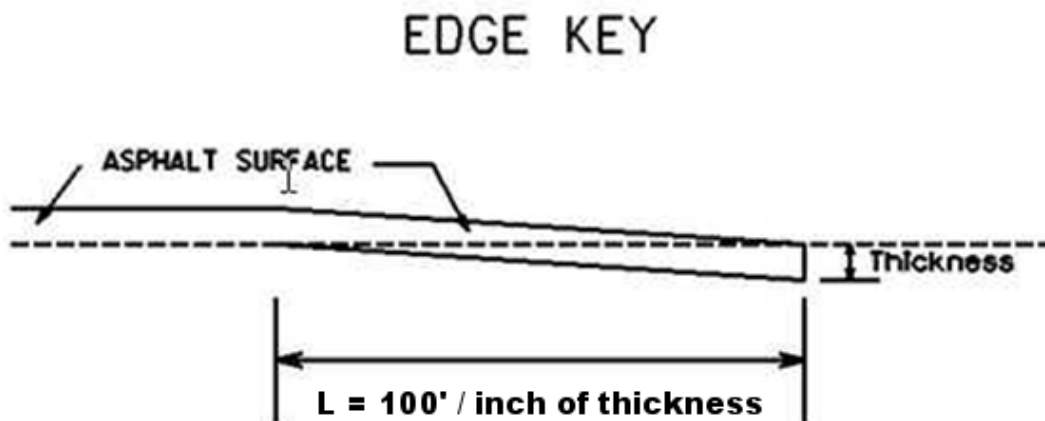
**SPECIAL NOTE FOR SHOULDER PREPARATION
KY 1 & US 23 CULVERT REPLACEMENT**

Grade, shape, and compact shoulder as shown on the typical section and as directed by the Engineer to provide proper template and foundation for the guardrail. The Department will not measure grading, shaping, and compacting shoulders for separate payment, but shall be incidental to the DGA placed on the shoulders.

1-3245 Shoulder Preparation Contractor
01/02/2012

SPECIAL NOTE FOR EDGE KEY US 23 ACCELERATION LANE

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at intersections with ramps, as applicable. Unless specified in the Contract or directed by the Engineer, do not construct edge keys at intersecting streets, roads, alleys, or entrances. Cut out the existing asphalt surface to the required depth and width shown on the drawing and heel the new surface into the existing surface. The Department will measure the Edge Key at the joint as the width of the pavement perpendicular to the centerline in linear feet. The Department will pay for this work at the Contract unit price per linear foot, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.



Thickness = 1.25 Inches

L = 125 LF

L = Length of Edge Key

SPECIAL NOTES FOR GUARDRAIL US 23 – HSIP 0231 (165)

I. DESCRIPTION

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

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

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

II. MATERIALS

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

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

III. CONSTRUCTION METHODS

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

Guardrail
US 23 – HSIP 0231 (165)
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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 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. DGA.** Place and compact DGA along and under the guardrail as shown on the Typical Section(s). Place a Double Asphalt Seal Coat over the entire width of the DGA along and under the guardrail. See the Special Note for Double Asphalt Seal Coat.
- E. Delineators for Guardrail.** Construct Delineators for Guardrail according to Standard Drawing RBR-055 – Delineators for Guardrail, current edition.
- F. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.
- G. Coordination with Utility Companies.** Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. In the event that it is discovered that the work requires 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.

Guardrail
US 23 – HSIP 0231 (165)
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- H. Right of Way Limits.** The Department has not established the exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.
- I. Clean Up, Disposal of Waste.** Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- J. Final Dressing, Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- K. Erosion Control.** See the Special Note for Erosion Control.

IV. METHOD OF MEASUREMENT

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

V. BASIS OF PAYMENT

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

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

SPECIAL NOTES FOR GUARDRAIL KY 1 & US 23 CULVERT REPLACEMENT

I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's 2019 Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications.

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

(1) Site Preparation; (2) Remove and Reset Guardrail; (3) Furnish and install new guardrail system; (4) Furnish and install 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, the Department will sample and test all materials in accordance with the Department's Sampling Manual. 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 (KY 1). Furnish guardrail system components according to Section 814 and the Standard and Sepia Drawings; except use steel posts only, no alternates.

C. Delineators for Guardrail. Furnish Delineators for Guardrail according to Standard Drawing RBR-055-01.

D. Erosion Control. See Special Notes 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, excavation, embankment, and removal of all obstructions or any other items; regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; filling voids left as the result of removing existing guardrail and guard posts with dry sand; temporary pollution and erosion control; disposal, of excess and waste materials and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the Engineer.

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C. Remove and Reset Guardrail (US 23 Culvert Replacement). Except as specified herein, remove guardrail according to Section 719 as shown on the plans or as directed by the Engineer. Store and protect removed guardrail out of the clear zone at sites approved by the Engineer.

If not protected by a lane closure, do not leave the blunt end facing oncoming traffic exposed where it would be hazardous to the public by providing 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.

Reset the guardrail at its existing location as directed by the Engineer by any method approved by the Engineer that allows construction of the guardrail to the true grade without apparent sags. Replace any lost, damaged, or missing components at no additional cost to the Department.

D. Guardrail (KY 1). Except as specified herein, construct guardrail system according to Section 719 and the Standard Drawings. Locations listed on the summaries and/or shown on the drawings are approximate only. The Engineer will determine the exact termini for individual guardrail installations at the time of construction. Unless directed otherwise by the Engineer, provide a minimum three (3) foot shoulder width on KY 1. Construct radii at entrances and road intersections as directed by the Engineer.

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

When installing new guardrail, do not leave the blunt ends exposed where they 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.

E. Delineators for Guardrail. Install delineators for guardrail according to Standard Drawing RBR-055-01.

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

G. Coordination with Utility Companies. Locate all underground, above ground and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated

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that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of guardrail operations at no additional cost to the Department.

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

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

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

K. Erosion Control. See Special Notes for Erosion Control.

IV. METHOD OF MEASUREMENT

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

B. Site preparation (KY 1). Other than the bid items listed, the Department will measure Site Preparation as one Lump Sum.

C. Site Preparation (US 23 Culvert Replacement). The Department will not measure Site Preparation for separate payment, but shall be incidental to the applicable items of work.

D. Remove and Reset Guardrail (US 23 Culvert Replacement). The Department will measure Remove and Reset Guardrail in linear feet.

E. Guardrail (KY 1). See Section 719.04.

F. Delineators for Guardrail. See Standard Drawing RBR-055-01.

G. Erosion Control. See Special Notes for Erosion Control.

V. BASIS OF PAYMENT

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

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B. Site Preparation (KY 1). Accept payment at the Contract Lump Sum price as full payment for all Labor, Materials, Equipment, and incidentals for all site preparation, including but not limited to, clearing and grubbing, excavation, embankment, and removal of all obstructions or any other items; regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; temporary pollution and erosion control; disposal, of excess and waste materials and debris; and final dressing, cleanup, and seeding and protection.

C. Remove and Reset Guardrail (US 23 Culvert Replacement). Accept payment at the Contract price per linear foot as full compensation for all labor, materials, equipment and incidentals for removing, storing, protecting, and resetting removed guardrail and accessories.

D. Guardrail (KY 1). See Section 719.05.

E. Delineators for Guardrail. See Standard Drawing RBR-055-01.

F. Erosion Control. See Special Notes for Erosion Control.

**SPECIAL NOTE FOR
ASPHALT MILLING AND TEXTURING**

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

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

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

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 US 23 – HSIP 0231 (165)

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:

Thanksgiving Weekend	Thursday, November 26, 2020 – Sunday, November 29, 2020
Easter Weekend	Friday, April 2, 2021 – Sunday, April 4, 2021
Memorial Day Weekend	Friday, May 29, 2021 – Monday, May 31, 2021
Independence Day Weekend	Friday, July 2, 2021 – Monday, July 5, 2021
Labor Day Weekend	Friday, September 3, 2021 – Monday, September 6, 2021

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 unless approved by the Engineer.

TEMPORARY SIGNS

Sign posts 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. Signs, including any splices, shall be installed according to manufacturer’s specifications and installation recommendations. Contrary to section 112.04.02, only long-term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term

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signs (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

The Contractor shall assist in the placement and setup of the portable changeable message signs. The Engineer will determine placement locations and the messages to be displayed.

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.

The Department will measure barricades used for road closures and to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades 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 barricades, or any barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of construction.

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

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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.

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
- Nor 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 signs 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 thief (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
-

Standard Abbreviations

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

<u>Word</u>	<u>Abbrev.</u>	<u>Example</u>
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 DELWAYS 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

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

TYPICAL MESSAGES

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

Reason/Problem

Action

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ACCIDENT	ALL TRAFFIC EXIT RT
ACCIDENT/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	DETOUR XX MILES
BRIDGE/(SLIPPERY, ICE, ETC.)	DO NOT PASS
CENTER/LANE/CLOSED	EXPECT DELAYS
DELAY(S), MAJOR/DELAYS	FOLLOW ALT ROUTE
DEBRIS AHEAD	KEEP LEFT
DENSE FOG	KEEP RIGHT
DISABLED/VEHICLE	MERGE XX MILES
EMER/VEHICLES/ONLY	MERGE LEFT
EVENT PARKING	MERGE RIGHT
EXIT XX CLOSED	ONE-WAY TRAFFIC
FLAGGER XX MILES	PASS TO LEFT
FOG XX MILES	PASS TO RIGHT
FREEWAY CLOSED	PREPARE TO STOP
FRESH OIL	REDUCE SPEED
HAZMAT SPILL	SLOW
ICE	SLOW DOWN
INCIDENT AHEAD	STAY IN LANE
LANES (NARROW, SHIFT, MERGE, ETC.)	STOP AHEAD
LEFT LANE CLOSED	STOP XX MILES
LEFT LANE NARROWS	TUNE RADIO 1610 AM
LEFT 2 LANES CLOSED	USE NN ROAD
LEFT SHOULDER CLOSED	USE CENTER LANE
LOOSE GRAVEL	USE DETOUR ROUTE
MEDIAN WORK XX MILES	USE LEFT TURN LANE
MOVING WORK ZONE, WORKERS IN ROADWAY	USE NEXT EXIT
NEXT EXIT CLOSED	USE RIGHT LANE
NO OVERSIZED LOADS	WATCH FOR FLAGGER
NO PASSING	
NO SHOULDER	
ONE LANE BRIDGE	
PEOPLE CROSSING	
RAMP CLOSED	
RAMP (SLIPPERY, ICE, ETC.)	
RIGHT LANE CLOSED	
RIGHT LANE NARROWS	
RIGHT SHOULDER CLOSED	
ROAD CLOSED	
ROAD CLOSED XX MILES	
ROAD (SLIPPERY, ICE, ETC.)	
ROAD WORK	
ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)	
ROAD WORK XX MILES	
SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)	
NEW SIGNAL XX MILES	
SLOW 1 (OR 2) - WAY TRAFFIC	
SOFT SHOULDER	
STALLED VEHICLES AHEAD	
TRAFFIC BACKUP	
TRAFFIC SLOWS	
TRUCK CROSSING	

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TRUCKS ENTERING
TOW TRUCK AHEAD
UNEVEN LANES
WATER ON ROAD
WET PAINT
WORK ZONE XX MILES
WORKERS AHEAD

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TRAFFIC CONTROL PLAN FOR SLIDE CORRECTION US 23 CULVERT REPLACEMENT

TRAFFIC CONTROL GENERAL

Except as specified herein, maintain and control traffic in accordance with the 2019 Standard and Supplemental Specifications; Special Notes and Special Provisions; Standard and Sepia Drawings, current editions; the plans; and/or as directed by the Engineer. Except for the roadway and traffic control bid items listed, furnish all other items necessary to maintain and control traffic incidental to the Contract lump sum price Maintain and Control Traffic.

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices, at the beginning of the work and maintain the devices in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

The Department may specify days and hours when lane or shoulder closures will not be allowed. Prior to beginning work, informally partner with the Engineer and develop a proposed lane closure and work schedule for approval of the Engineer. The Department will provide public notification. Notify the Engineer immediately and obtain prior approval of any proposed deviations from the approved schedule.

LANE & SHOULDER CLOSURES

Do not store equipment or materials on closed lanes at any time. Do not store equipment or materials on closed shoulders during non-working hours.

At any time when guardrail is removed and not reset and a lane closure is not required, protect the work zone with a shoulder closure.

CHANGEABLE MESSAGE SIGNS

Provide changeable message signs in advance of and within the project at locations determined by the Engineer. Place changeable message signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens, relocate or provide additional changeable message signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number

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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 replacements for damaged Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

ARROW PANELS

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of 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 Arrow Panels 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 replacements for damaged Arrow Panels or for panels signs the Engineer directs be replaced due to poor condition or readability for payment. Retain possession of the Arrow Panels upon completion of the work.

SIGNS

The Engineer may require additional signing and/or traffic control devices in addition to the items shown on the Standard Drawings. Sign posts 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. Signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, the Department will measure only long term signs (signs intended to be continuously in place for more than 3 days) for payment. The Department will not measure; short term signs (signs intended to be left in place for 3 days or less) for payment, but shall be incidental to Maintain and Control Traffic. Contrary to Section 112.04.02, the Department will measure individual signs only once for payment, regardless of how many times they are erected or relocated. The Department will not measure replacements for damaged signs directed by the Engineer to be replaced due to poor condition or reflectivity.

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.

PAVEMENT STRIPING

Place six (6) inch Removable Lane Tape whenever a long term lane closure is in place as directed

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by the Engineer. Upon completion of all other work, place six (6) inch permanent striping for the lane and edgeline throughout the project area as directed by the Engineer.

PAVEMENT EDGE DROP-OFFS

Greater than 4" – Protect drop-offs greater than 4 inches within 10 feet of traffic with a lane or shoulder closure.

BICYCLISTS AND PEDESTRIANS

Protect bicyclists and pedestrians 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
- Nor 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 signs 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 thief (if necessary)
- Do not place in sags or just beyond crest
- Check for reflection of sun to prevent the blinding of motorist
- Should be turned ~3 degrees outward from perpendicular to the edge of pavement
- Bottom of sign should be 7 feet above the elevation of edge of roadway
- Should be removed when not in use
-

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Standard Abbreviations

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

<u>Word</u>	<u>Abbrev.</u>	<u>Example</u>
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 DELWAYS I75/USE ALT RTE
Mile	MI	ACCIDENT 3 MI AHEAD/ USE

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Minor Minutes Northbound	MNR MIN N-BND	ALT RTE ACCIDENT 3 MI MNR DELAY ACCIDENT 3 MI/30 MIN DELAY N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/USE I275 NEXT RIGHT
Parking Parkway	PKING PKWY	EVENT PKING NEXT RGT CUM PKWAY TRAF/DETOUR EXIT 60
Prepare Right Road Roadwork	PREP RGT RD RDWK	ACCIDENT 3 MIL/PREP TO STOP EVENT PKING NEXT RGT HAZMAT IN RD/ALL TRAF EXIT 25 RDWK NEXT 4 MI/POSSIBLE DELAYS
Route Shoulder Slippery Southbound	RTE SHLDR SLIP S-BND	MAJ DELAYS I75/USE ALT RTE SHLDR CLOSED NEXT 5 MI SLIP COND POSSIBLE/ SLOW SPD S-BND I75 CLOSED/DETOUR EXIT 50
Speed Street Traffic	SPD ST TRAF	SLIP COND POSSIBLE/ SLOW SPD MAIN ST CLOSED/USE ALT RTE 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>	<u>Intended Word</u>	<u>Word Erroneously Given</u>
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

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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>Reason/Problem</u>	Action
ACCIDENT	ALL TRAFFIC EXIT RT
ACCIDENT/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	DETOUR XX MILES
BRIDGE/(SLIPPERY, ICE, ETC.)	DO NOT PASS
CENTER/LANE/CLOSED	EXPECT DELAYS
DELAY(S), MAJOR/DELAYS	FOLLOW ALT ROUTE
DEBRIS AHEAD	KEEP LEFT
DENSE FOG	KEEP RIGHT
DISABLED/VEHICLE	MERGE XX MILES
EMER/VEHICLES/ONLY	MERGE LEFT
EVENT PARKING	MERGE RIGHT
EXIT XX CLOSED	ONE-WAY TRAFFIC
FLAGGER XX MILES	PASS TO LEFT
FOG XX MILES	PASS TO RIGHT
FREEWAY CLOSED	PREPARE TO STOP
FRESH OIL	REDUCE SPEED
HAZMAT SPILL	SLOW
ICE	SLOW DOWN
INCIDENT AHEAD	STAY IN LANE
LANES (NARROW, SHIFT, MERGE, ETC.)	STOP AHEAD
LEFT LANE CLOSED	STOP XX MILES
LEFT LANE NARROWS	TUNE RADIO 1610 AM
LEFT 2 LANES CLOSED	USE NN ROAD
LEFT SHOULDER CLOSED	USE CENTER LANE
LOOSE GRAVEL	USE DETOUR ROUTE
MEDIAN WORK XX MILES	USE LEFT TURN LANE
MOVING WORK ZONE, WORKERS IN ROADWAY	USE NEXT EXIT
NEXT EXIT CLOSED	USE RIGHT LANE
NO OVERSIZED LOADS	WATCH FOR FLAGGER
NO PASSING	
NO SHOULDER	
ONE LANE BRIDGE	
PEOPLE CROSSING	
RAMP CLOSED	
RAMP (SLIPPERY, ICE, ETC.)	

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RIGHT LANE CLOSED
RIGHT LANE NARROWS
RIGHT SHOULDER CLOSED
ROAD CLOSED
ROAD CLOSED XX MILES
ROAD (SLIPPERY, ICE, ETC.)
ROAD WORK
ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)
ROAD WORK XX MILES
SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)
NEW SIGNAL XX MILES
SLOW 1 (OR 2) - WAY TRAFFIC
SOFT SHOULDER
STALLED VEHICLES AHEAD
TRAFFIC BACKUP
TRAFFIC SLOWS
TRUCK CROSSING
TRUCKS ENTERING
TOW TRUCK AHEAD
UNEVEN LANES
WATER ON ROAD
WET PAINT
WORK ZONE XX MILES
WORKERS AHEAD

TRAFFIC CONTROL PLAN FOR SLIDE CORRECTION KY 1

TRAFFIC CONTROL GENERAL

Except as specified herein, maintain and control traffic in accordance with the 2019 Standard and Supplemental Specifications, Special Notes and Special Provisions, and the Standard and Sepia Drawings, current editions. Except for the roadway and traffic control bid items listed, furnish all other items necessary to maintain and control traffic incidental to the Contract lump sum price Maintain and Control Traffic.

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices, at the beginning of the work and maintain the devices in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

At the discretion of the Engineer, the Department may specify days and hours when lane or shoulder closures will not be allowed. Prior to beginning work, provide a proposed lane closure and work schedule for the approval of the Engineer. The Department will provide public notification. Notify the Engineer immediately and obtain prior approval of any proposed deviations from the approved schedule.

Maintain alternating one-way traffic during construction. Unless directed otherwise by the Engineer, provide a minimum clear lane width of nine (9) feet. If traffic is stopped due to construction operations, and a school bus on an official run arrives on the scene, immediately make provisions for the passage of the bus.

LANE & SHOULDER CLOSURES

Do not leave lane closures in place during non-working hours

Do not store equipment or materials on shoulders during non-working hours.

CHANGEABLE MESSAGE SIGNS

If deemed necessary by the Engineer, the Department will furnish, operate, and maintain Changeable Message Signs.

Traffic Control Plan for Slide Correction
KY 1
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SIGNS

The Engineer may require additional signing and/or traffic control devices in addition to the items shown on the Standard Drawings. Sign posts 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. Signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, the Department will measure only long term signs (signs intended to be continuously in place for more than 3 days) for payment. The Department will not measure; short term signs (signs intended to be left in place for 3 days or less) for payment, but shall be incidental to Maintain and Control Traffic. Contrary to Section 112.04.02, the Department will measure individual signs only once for payment, regardless of how many times they are erected or relocated. The Department will not measure replacements for damaged signs directed by the Engineer to be replaced due to poor condition or reflectivity.

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. The Department will measure Barricades used for protection of pavement and shoulder removal areas according to Section 112.04.04. Retain possession of the barricades upon completion of the work.

PAVEMENT EDGE DROP-OFFS

Do not allow a difference in elevation of a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation greater than 1½". Place warning signs ((MUTCD W8-9, W8-9A, or W8-11) in advance of and at 1500 feet intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge transverse transitions between that traffic may cross with asphalt mixture for leveling and wedging or DGA.

Treat 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. The Engineer will allow cones to be used in lieu of plastic drums, panels, and barricades during daylight working hours only. Wedge drop-offs within 10 feet of traffic with DGA or asphalt mixture for leveling and wedging as directed or approved by the Engineer with a 1:1 or flatter slope in daylight working hours, or 3:1 or flatter slope during nighttime hours or when work is not active in the drop-off area.

Traffic Control Plan for Slide Correction

KY 1

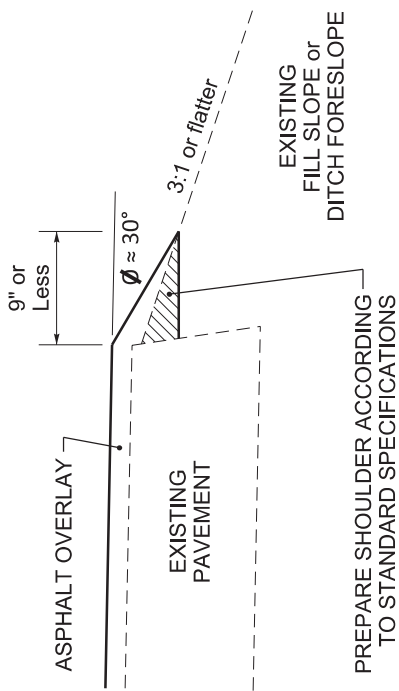
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Greater than 4" – Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs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

Bicyclists and Pedestrians – Protect bicyclists and pedestrians as directed by the Engineer.

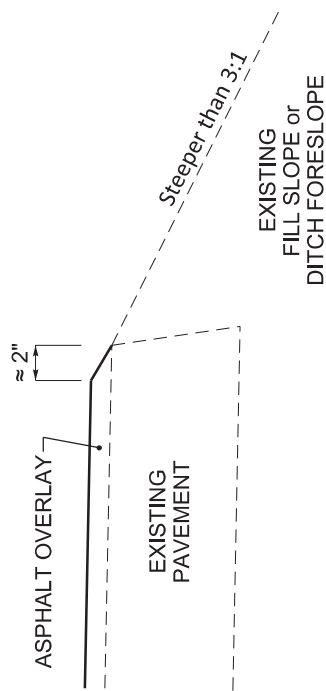
DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to fill slope or ditch foreslope that is 3:1 or less)



DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to fill slope or ditch foreslope that is steeper than 3:1)



NOTES

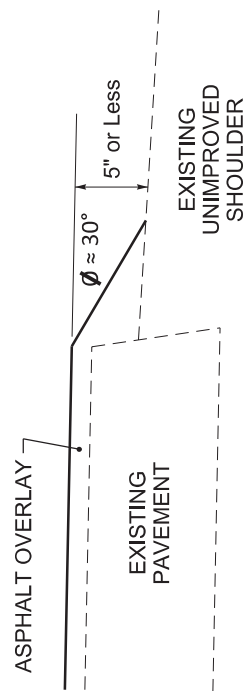
1. DETAILS DO NOT APPLY TO OVERLAYS LESS THAN 1 INCH THICK.
2. THE DURABLE PAVEMENT EDGE DEVICE MAY BE DISENGAGED AT DRIVEWAYS, SIDE STREETS, HIGH SHOULDERS, AND OTHER LOCATIONS NOT FEASIBLE TO CONSTRUCT, AS APPROVED BY THE ENGINEER.

DURABLE PAVEMENT EDGE DETAILS

DRAWING NOT TO SCALE

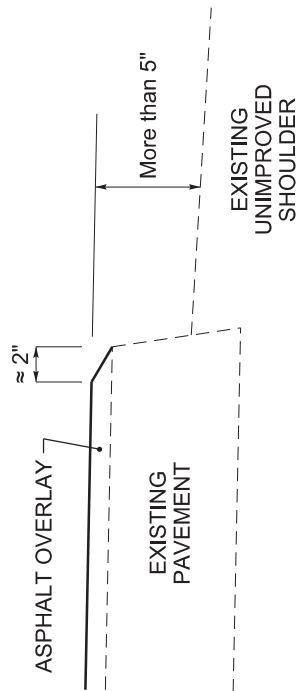
DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to low shoulder with dropoff of 5 inches or less)



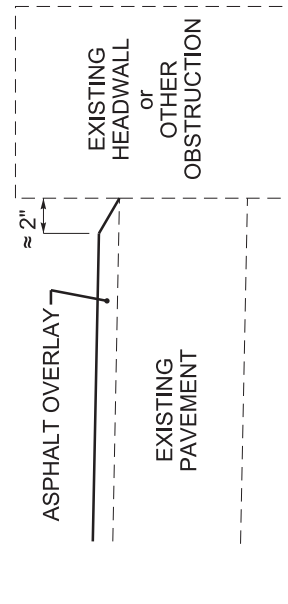
DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to low shoulder with dropoff of more than 5 inches)



DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to an obstruction, such as an existing headwall)



SPECIAL NOTE FOR EROSION CONTROL US 23 ACCELERATION LANE

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 stream.

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

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

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

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

The use of Temporary Mulch is encouraged.

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

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

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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 EROSION CONTROL KY 1 & US 23 CULVERT REPLACEMENT

I. DESCRIPTION

Perform all erosion and water pollution control work in accordance with the Department's Standard and Interim Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions, and 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-RI) 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, and applicable Special Provisions and Special Notes, and 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 Plan 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, and the construction phasing, methods and 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

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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 and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. 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 Special Note for Waste and Borrow).

As work progresses, add or remove erosion control measures as required by the BMP applicable to the Contractor's project phasing and 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.

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

IV. MEASUREMENT

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

Erosion Control
KY 1 & US 23 Culvert Replacement
Page 3 of 4

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 Channel Lining according to Sections 703.04.04-703.04.07.

Erosion Control. Contrary to Sections 212.04, 213.04, and 703.04 other than Erosion Control Blankets, 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-RI 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 Blankets 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.

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-RI 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;

Erosion Control
KY 1 & US 23 Culvert Replacement
Page 4 of 4

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.

1-561 Erosion Control Note for Maintenance Projects
02/20/2017

**SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES
US 23 ACCELERATION LANE**

The ultimate fixed completion date for this project will be September 30, 2021. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

Trees and/or bushes that are 5 inches or greater (diameter at breast height) shall not be cut or trimmed between April 1ST and October 14th. Any trees and/or bushes that are cut or trimmed between April 1ST and October 14th will NOT receive payment at the contract unit price. 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.


All liquidated damages will be applied

accumulatively. All other applicable portions of

Section 108 apply.

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES RIGHT OF WAY CERTIFICATION	TC 62-226 Rev. 01/2016 Page 1 of 1
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<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION		
ITEM #	COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
12-9004.10	Lawrence		FD52 064 0023 018-019		HSIP 0231(165)	
PROJECT DESCRIPTION						
MILEPOINT 18.4 LANE FROM KY 3 TO US23 CONSTRUCT NORTHBROUND ACCELERATION						
<input checked="" type="checkbox"/> No Additional Right of Way Required						
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.						
<input type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)						
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.						
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)						
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract						
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)						
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.						
Total Number of Parcels on Project		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION		
Number of Parcels That Have Been Acquired						
Signed Deed	0					
Condemnation	0					
Signed ROE	0					
Notes/ Comments (Use Additional Sheet if necessary)						
LPA RW Project Manager			Right of Way Supervisor			
Printed Name			Printed Name	Joe Tackett		
Signature			Signature	Joe Tackett		
Date			Date	9-3-2020		
Right of Way Director			FHWA			
Printed Name			Printed Name	No Signature Required as per FHWA-KYTC Current Stewardship Agreement		
Signature	DM Loy		Signature			
Date			Date			

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES RIGHT OF WAY CERTIFICATION	TC 62-226 Rev. 01/2016 Page 1 of 1
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<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION		
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)			
	Lawrence		ER 9020 (228)			
PROJECT DESCRIPTION						

Slide Repair/Culvert Repair US 23

No Additional Right of Way Required

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

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

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

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

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

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

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

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

Notes/ Comments (Use Additional Sheet if necessary)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Joe Tackett
Signature		Signature	Joe Tackett <small>Digitally signed by Joe Tackett Date: 2020.04.22 12:56:21 -04'00'</small>
Date		Date	4-21-2020
Right of Way Director		FHWA	
Printed Name		Printed Name	No Signature Required as per FHWA-KYTC Current Stewardship Agreement
Signature	DM Loy <small>Digitally signed by DM Loy Date: 2020.04.22 13:35:36 -04'00'</small>	Signature	
Date		Date	

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES RIGHT OF WAY CERTIFICATION	TC 62-226 Rev. 01/2016 Page 1 of 1
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<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
		Lawrence				ER 9020 (263)	
PROJECT DESCRIPTION							
Lawrence County KY 1 MP 0.052 Slide Repair ER 9020 (263)							
<input checked="" type="checkbox"/> No Additional Right of Way Required							
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.							
<input type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)							
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)							
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)							
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project				EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired							
Signed Deed		0					
Condemnation		0					
Signed ROE		0					
Notes/ Comments (Use Additional Sheet if necessary)							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name				Printed Name		Joe Tackett	
Signature				Signature		Joe Tackett <small>Digitally signed by Joe Tackett Date: 2020.05.13 10:34:05 -04'00'</small>	
Date				Date		5-13-2020	
Right of Way Director				FHWA			
Printed Name				Printed Name		No Signature Required as per FHWA-KYTC Current Stewardship Agreement	
Signature		DM Loy <small>Digitally signed by DM Loy Date: 2020.05.14 09:56:48 -04'00'</small>		Signature			
Date				Date			

UTILITIES AND RAIL CERTIFICATION NOTE

Lawrence County
PERFORM LOW COST SAFETY IMPROVEMENTS ON KY 3 TO US 23 ACCELERATION LANE IN LOUISA
KENTUCKY
ITEM NUMBER: 12-9004.10

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, 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

UTILITIES AND RAIL CERTIFICATION NOTE

Lawrence County
**PERFORM LOW COST SAFETY IMPROVEMENTS ON KY 3 TO US 23 ACCELERATION LANE IN LOUISA
KENTUCKY**
ITEM NUMBER: 12-9004.10

than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

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

City Of Louisa Water/Sewer has a sewer and waterline which run just behind the existing guardrail. Any replacement of surface could affect these lines. Contractor will be responsible for any damage to these lines. KY Power Company, AT & T KY, KY Wired, Foothills Telephone & Cable have existing overhead lines which if damaged will be the responsibility of the contractor.

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

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

Not Applicable

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

Not Applicable

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

UTILITIES AND RAIL CERTIFICATION NOTE

Lawrence County
PERFORM LOW COST SAFETY IMPROVEMENTS ON KY 3 TO US 23 ACCELERATION LANE IN LOUISA
KENTUCKY
ITEM NUMBER: 12-9004.10

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement Rail Involved Rail Adjacent

AREA UTILITIES CONTACT LIST AS PROVIDED BY KY 811

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
1. City of Louisa Water/Sewer	Martin Wright	(606) 483-2051
2. Kentucky Power Co.	Bill Johnson	(606) 437-3823
3. AT& T KY	Jack Salyers	(606) 874-2715
4. Foothills Telephone	Ryan Literal	(606) 792-1660
5. Foothills Cable	Ryan Literal	(606) 792-1660
6. Kentucky Wired	Gary Lady	(859) 619-0166

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

Lawrence County

**Restore Damaged Roadway on US 23 at Milepoint 18.540
ER 9020 (228)**

PROJECT NOTES ON UTILITIES

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

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

Lawrence County
Restore Damaged Roadway on US 23 at Milepoint 18.540
ER 9020 (228)

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

AT&T - KY – Telephone – If needed, AT&T KY will require 10 working days to relocate their lines after KY Power is completed.

Foothills Cable & Telephone – If needed, Foothills will require 10 working days to relocate their lines after KY Power is completed.

KY Power Company – If needed, KY Power will require 30 working days to relocate poles and wires after project is awarded.

City of Louisa water/sewer – The City has a 1 inch water and 1¼ inch sewer line service running along US 23. The City has informed the KYTC the lines were dug-in at a depth of 4-5 feet to top of line. Line is approximately 5 feet from existing guardrail. Lines shall be exposed by contractor prior to any work being done near the lines to establish exact location.

Contractor is responsible for any damage to utility lines.

Any time associated with utilities having to be relocated will be determined by the Engineer. If any additional time is needed to relocate Utilities past the 30 working days, the contractor shall request additional time be added to the contract. It will be the responsibility of the Engineer to approve this time.

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

Lawrence County
Restore Damaged Roadway on US 23 at Milepoint 18.540
ER 9020 (228)

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

N/A

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

N/A

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement **Rail Involved** **Rail Adjacent**

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T - KY - Telephone	29 Willis Branch Prestonsburg KY 41653	Jack Salyer	606-424-9328	js2299@att.com
Foothills Telephone & Cable	Paintsville, KY	Ryan Litteral	606-297-9151	ryanl@foothills.coop
KY Power Company	12333 Kevin Ave, Ashland, KY 41102	Pat Thovson	606-929-1474	pathovson@aep.com
City Of Louisa Water & Sewer	Louisa, KY	Harold Slone	606-624-8368	louisawater@louisawater.com

UTILITIES AND RAIL CERTIFICATION NOTE

Lawrence County
KY 1 M.P. 0.052

PROJECT NOTES ON UTILITIES

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, 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.

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

UTILITIES AND RAIL CERTIFICATION NOTE

Lawrence County
KY 1 M.P. 0.052

Contractor is responsible for any damage to utility lines. Any time associated with utilities having to be relocated will be determined by the Lawrence County Maintenance or Resident Engineer.

AT&T - KY - Telephone

Foothills Cable & Telephone

KY Power Company

Big Sandy Water District -There is an active waterline on adjacent side of road from embankment failure. Line runs in existing ditchline then crosses back over KY 1. Caution should be used when working in this area.

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

N/A

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

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

Lawrence County
KY 1 M.P. 0.052

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement **Rail Involved** **Rail Adjacent**

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T - KY - Telephone	102 Walters Road, Pikeville, KY	Jack Salyer	606-424-9328	js2299@att.com
Foothills Telephone & Cable	Paintsville, KY	Ryan Litteral	606-297-9151	ryanl@foothills.coop
KY Power Company	12333 Kevin Avenue Ashland, KY 41102	Pat Thovson	606-929-1474	pathovson@aep.com
Big Sandy Water District	18200 State Route 3, Catlettsburg, KY 41129	Rusty Austin	606-939-6732	bdistrict@windstream.net

UTILITIES AND RAIL CERTIFICATION NOTE

Lawrence County
KY 1 M.P. 0.052

PROJECT NOTES ON UTILITIES

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, 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.

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

UTILITIES AND RAIL CERTIFICATION NOTE

Lawrence County
KY 1 M.P. 0.052

Contractor is responsible for any damage to utility lines. Any time associated with utilities having to be relocated will be determined by the Lawrence County Maintenance or Resident Engineer.

AT&T - KY - Telephone

Foothills Cable & Telephone

KY Power Company

Big Sandy Water District -There is an active waterline on adjacent side of road from embankment failure. Line runs in existing ditchline then crosses back over KY 1. Caution should be used when working in this area.

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

N/A

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

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

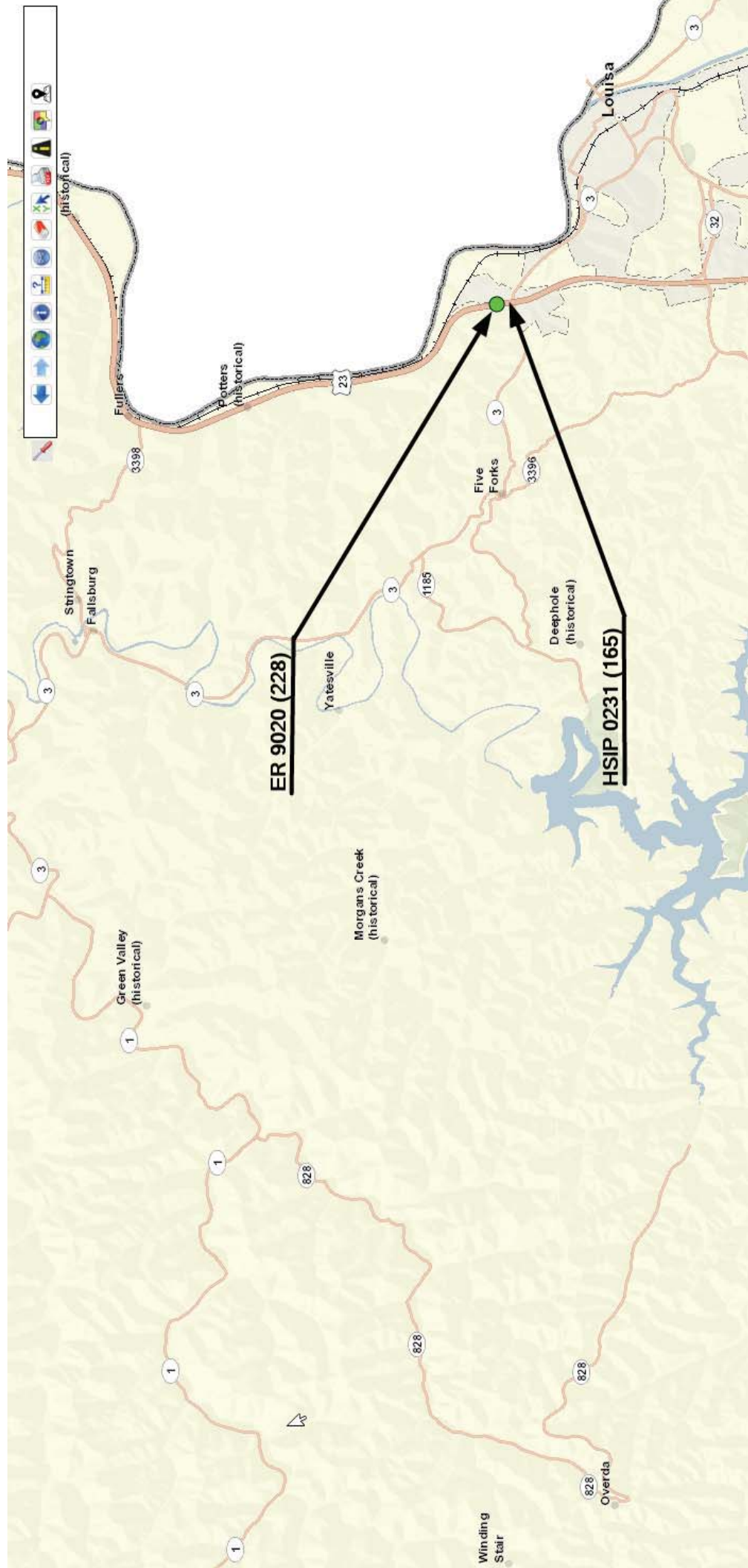
Lawrence County
KY 1 M.P. 0.052

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement **Rail Involved** **Rail Adjacent**

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
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MATERIAL SUMMARY

CONTRACT ID: 202169

064GR20P044 - ER & HSIP

MP06400012001

FALLSBURG-WEBBVILLE (KY 1) WASHOUT 0.059 MILES NORTH OF KY 3 SLOPE STABILIZATION, A DISTANCE OF .01 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE - (KY 1)	10.00	TON
0010	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	3.00	EACH
0015	02351	GUARDRAIL-STEEL W BEAM-S FACE	75.00	LF
0020	02371	GUARDRAIL END TREATMENT TYPE 7	2.00	EACH
0025	02488	CHANNEL LINING CLASS IV - (KY 1)	600.00	CUYD
0030	02562	TEMPORARY SIGNS	150.00	SQFT
0035	02603	FABRIC-GEOTEXTILE CLASS 2 - (KY 1)	333.00	SQYD
0040	02650	MAINTAIN & CONTROL TRAFFIC - (KY 1)	1.00	LS
0045	20257NC	SITE PREPARATION - (KY 1)	1.00	LS
0050	21415ND	EROSION CONTROL - (KY 1)	1.00	LS
0055	21554EN	EXCAVATION - (KY 1)	400.00	CUYD
0060	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 202169**064GR20P044 - ER & HSIP****MP06400232001**

COUNTRY MUSIC HIGHWAY (US 23) WASHOUT 0.130 MILES NORTH OF KY 3 SLOPE STABILIZATION, A DISTANCE OF .01 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0065	01310	REMOVE PIPE - (13 FOOT DIAMETER)	10.00	LF
0070	02165	REMOVE PAVED DITCH	15.00	SQYD
0075	02200	ROADWAY EXCAVATION - (US 23 - ER)	192.00	CUYD
0080	02381	REMOVE GUARDRAIL - (US 23 - ER)	75.00	LF
0085	02483	CHANNEL LINING CLASS II - (REPLACE PAVED DITCH)	20.00	TON
0090	02484	CHANNEL LINING CLASS III	936.00	TON
0095	02562	TEMPORARY SIGNS - (US 23 - ER)	126.90	SQFT
0100	02603	FABRIC-GEOTEXTILE CLASS 2	396.00	SQYD
0105	02625	REMOVE HEADWALL	1.00	EACH
0110	02650	MAINTAIN & CONTROL TRAFFIC - (US 23 - ER)	1.00	LS
0115	02653	LANE CLOSURE - (US 23 - ER)	1.00	EACH
0120	02671	PORTABLE CHANGEABLE MESSAGE SIGN - (US 23 - ER)	2.00	EACH
0125	02726	STAKING - (US 23 - ER)	1.00	LS
0130	02775	ARROW PANEL - (US 23 - ER)	1.00	EACH
0135	06550	PAVE STRIPING-TEMP REM TAPE-W	1,250.00	LF
0140	06585	PAVEMENT MARKER TY IVA-MW TEMP	50.00	EACH
0145	08003	FOUNDATION PREPARATION	1.00	LS
0150	20257NC	SITE PREPARATION - (US 23 CULVERT REPLACEMENT)	1.00	LS
0155	21415ND	EROSION CONTROL - (US 23 - ER)	1.00	LS
0160	24423EC	TEMPORARY SHORING	1.00	LS
0165	25094ES612	STEEL STRUCTURAL PLATE PIPE - 13 FOOT DIAMETER	24.00	LF
0170	25095EC	STRUCTURAL PLATE PIPE INVERT PAVING	28.00	SQYD
0175	02569	DEMOBILIZATION	1.00	LS

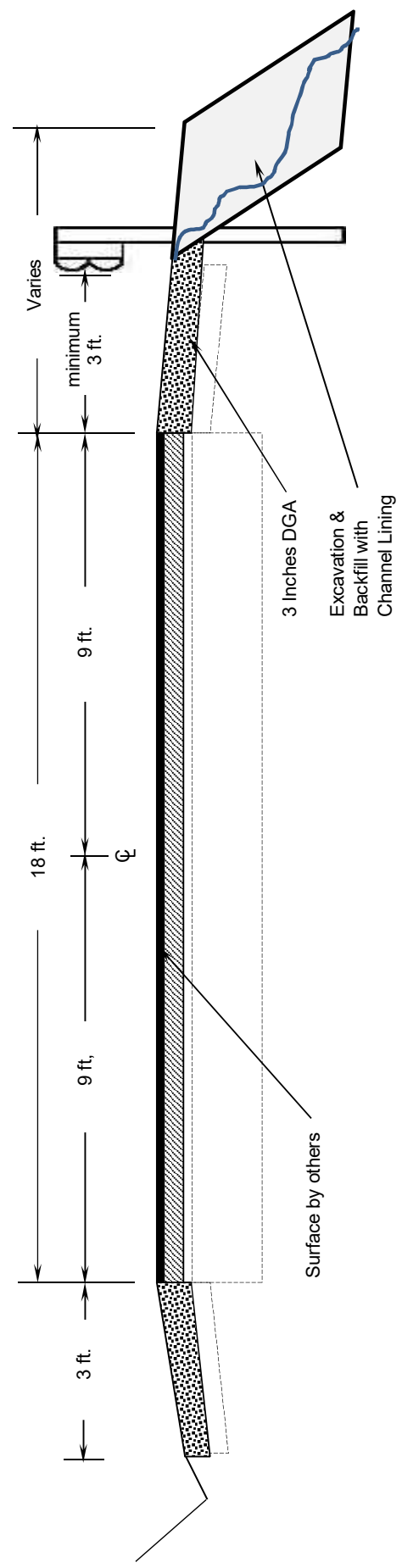
MATERIAL SUMMARY

CONTRACT ID: 202169**064GR20P044 - ER & HSIP****MP06400232004**

COUNTRY MUSIC HIGHWAY (US 23) FROM KY 3 EXTENDING NORTH TO 920 FEET NORTH OF KY 3 GRADE & DRAIN WITH ASPHALT SURFACE, A DISTANCE OF .17 MILES.

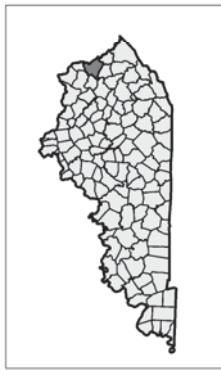
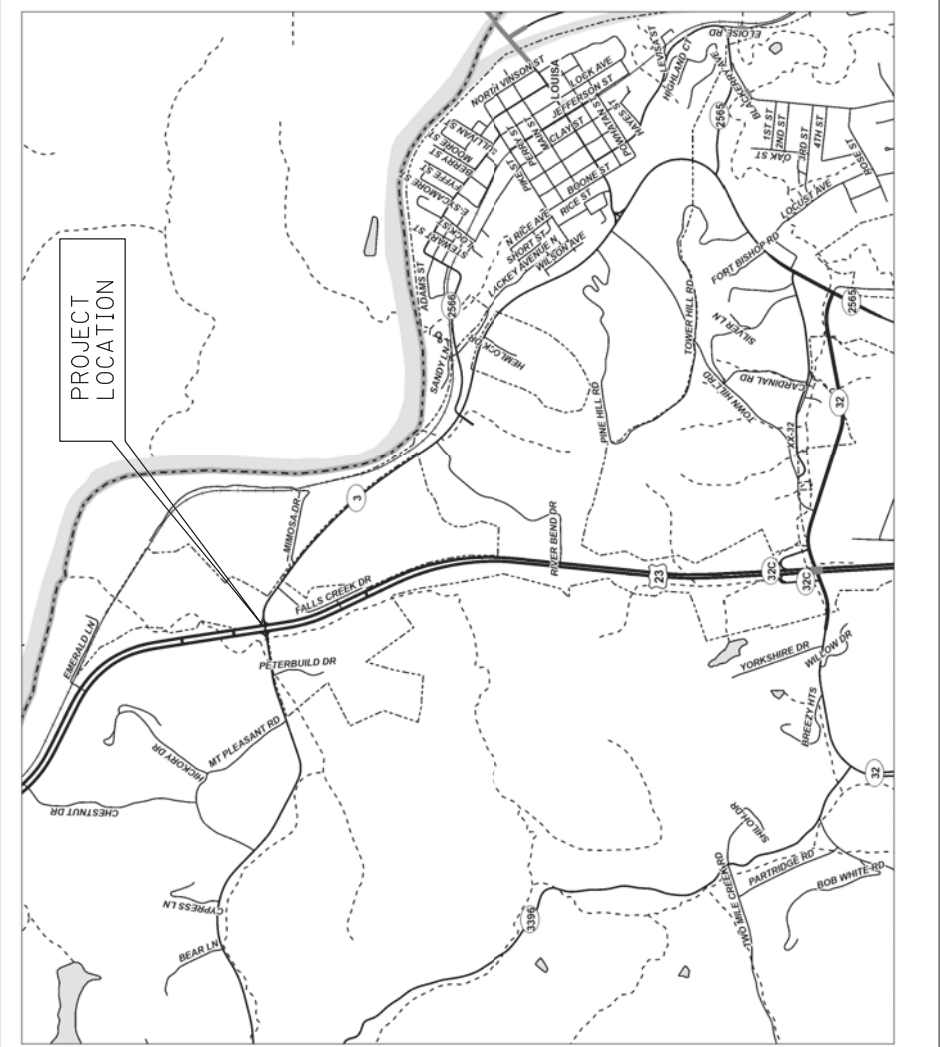
Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0180	00001	DGA BASE	314.00	TON
0185	00100	ASPHALT SEAL AGGREGATE	4.10	TON
0190	00103	ASPHALT SEAL COAT	.50	TON
0195	00214	CL3 ASPH BASE 1.00D PG64-22	155.00	TON
0200	00356	ASPHALT MATERIAL FOR TACK	.10	TON
0205	00388	CL3 ASPH SURF 0.38B PG64-22	114.00	TON
0210	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS
0215	02677	ASPHALT PAVE MILLING & TEXTURING	102.00	TON
0220	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	5.00	EACH
0225	02230	EMBANKMENT IN PLACE - (US 23 - HSIP)	80.00	CUYD
0230	02369	GUARDRAIL END TREATMENT TYPE 2A	1.00	EACH
0235	02381	REMOVE GUARDRAIL	365.00	LF
0240	02391	GUARDRAIL END TREATMENT TYPE 4A	1.00	EACH
0245	02562	TEMPORARY SIGNS - (US 23 - HSIP)	184.90	SQFT
0250	02585	EDGE KEY	31.30	LF
0255	02604	FABRIC-GEOTEXTILE CLASS 1A	611.00	SQYD
0260	02650	MAINTAIN & CONTROL TRAFFIC - (US 23 - HSIP)	1.00	LS
0265	02653	LANE CLOSURE - (US 23 - HSIP)	1.00	EACH
0270	02671	PORTABLE CHANGEABLE MESSAGE SIGN - (US 23 - HSIP)	2.00	EACH
0275	02696	SHOULDER RUMBLE STRIPS	920.00	LF
0280	02726	STAKING - (US 23 - HSIP)	1.00	LS
0285	02775	ARROW PANEL	1.00	EACH
0290	06542	PAVE STRIPING-THERMO-6 IN W	1,840.00	LF
0295	06569	PAVE MARKING-THERMO CROSS-HATCH - (WHITE)	204.20	SQFT
0300	06574	PAVE MARKING-THERMO CURV ARROW	2.00	EACH
0305	06576	PAVE MARKING-THERMO ONLY	1.00	EACH
0310	21289ED	LONGITUDINAL EDGE KEY	770.00	LF
0315	21415ND	EROSION CONTROL - (US 23 - HSIP)	1.00	LS
0320	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	400.00	LF
0325	02569	DEMOBILIZATION	1.00	LS

TYPICAL SECTION KY 1



- NOTES:** 1. Typical Right or Left.
2. N.T.S.

COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	R1



Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS

PLANS OF PROPOSED PROJECT LAWRENCE COUNTY

FD52 064 0023 018-019
 HSIP 0231 (165)
 CONSTRUCT NORTHBOUND ACCELERATION
 LANE FROM KY 3 TO US23

SHEET NO.	DESCRIPTION
R1	LAYOUT SHEET
R2	TYPICAL SECTION
R3	GENERAL AND PAVEMENT SUMMARY
R4	PROJECT SHEET
R5	PROJECT SHEET
R6-R8	MAINTENANCE OF TRAFFIC
R9	COORDINATE CONTROL
X1-X4	CROSS-SECTIONS

Layout Sheet

COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	R3

GENERAL SUMMARY

ITEM	DESCRIPTION	UNIT
02230	EMBANKMENT IN PLACE	CU. YD.
02726	STAKING	LS
02381	REMOVE GUARDRAIL	LN.FT.
02604	FABRIC-GEOTEXTILE CLASS 1A	SO. YD.
21415ND	EROSION CONTROL	LS
21802EN	C/R STEEL W BEAM-S FACE (7 FT POST)	LN. FT.
01982	DELINATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	EACH
02369	GUARDRAIL END TREATMENT TYPE 2A	EACH
02391	GUARDRAIL END TREATMENT TYPE 4A	EACH
21289ED	LONGITUDINAL EDGE KEY	LN. FT.
02562	SIGNS	SO.FT.
02650	MAINTAIN & CONTROL TRAFFIC	LS
02569	DEMobilIZATION	LS
06574	PAVEMENT MARKING-THERMO CURVE ARROW	EACH
06576	PAVEMENT MARKING-THERMO ONLY	EACH
06542	PAVEMENT STRIPING-THERMO-6 INCH WHITE	LN. FT.
06569	PAVEMENT MARKING-THERMO CROSS HATCH	SO. FT.
02585	EDGE KEY	LN. FT.
02696	SHOULDER RUMBLE STRIPS	LN. FT.
02775	ARROW PANEL	EACH
02653	LANE CLOSURE	EACH
02671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH

NOTES

① 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 "EMBANKMENT IN PLACE". THE FOLLOWING ARE GUIDELINES FOR EMBANKMENT BENCHING USED IN EARTHWORK ACTIVITIES:
 -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.

② APPROX. 10% OF TOTAL ISLAND AREA OF 2042 SQ. FT.

ALL ASPHALT MIXTURES SHALL BE ESTIMATED AT 110 LB/SY PER INCH OF DEPTH UNLESS NOTED OTHERWISE:

③ ESTIMATED AT 115 LBS/SY PER INCH OF DEPTH

④ ESTIMATED AT 2.4 LBS/SY, 2 FT FROM EDGE OF SHOULDER (TWO APPLICATIONS)

⑤ ESTIMATED AT 20 LBS/SY, 2 FT FROM EDGE OF SHOULDER (TWO APPLICATIONS)

⑥ ESTIMATED AT 0.84 LBS/SY

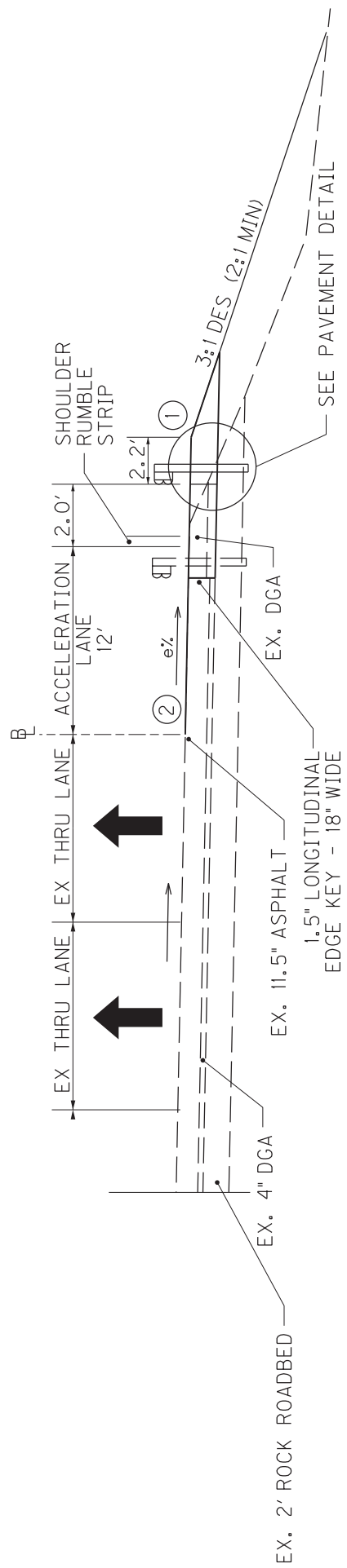
PAVING SUMMARY

ITEM CODE	ITEM	UNIT	TOTAL PROJECT
00388	CL3 ASPH SURF 0.388 PG64-22	TON	114
00214	CL3 ASPH BASE 1.000 PG64-22	TON	155
00001	DGA BASE	TON	314
00103	ASPHALT SEAL COAT	TON	0.5
00100	ASPHALT SEAL AGGREGATE	TON	4.1
02677	ASPHALT PAVE MILLING & TEXTURING	TON	102
00356	ASPHALT MATERIAL FOR TACK	TON	0.1
02676	MOBILIZATION FOR MILLING & TEXTURING	LS	1

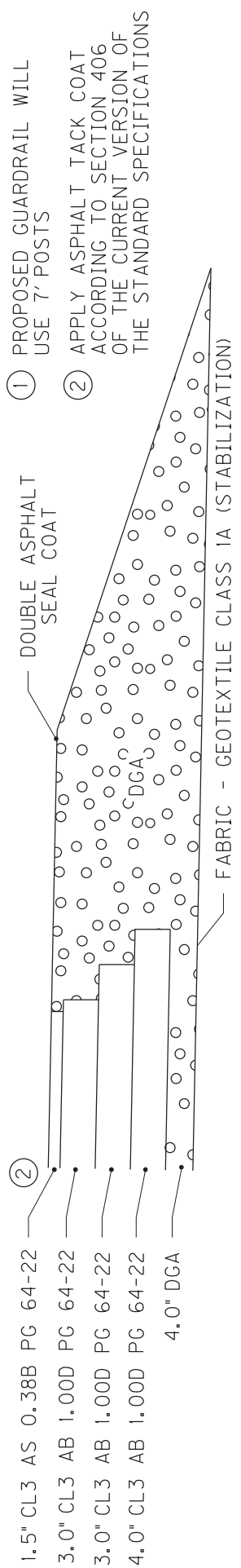
COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	R2

ACCELERATION LANE ADDITION

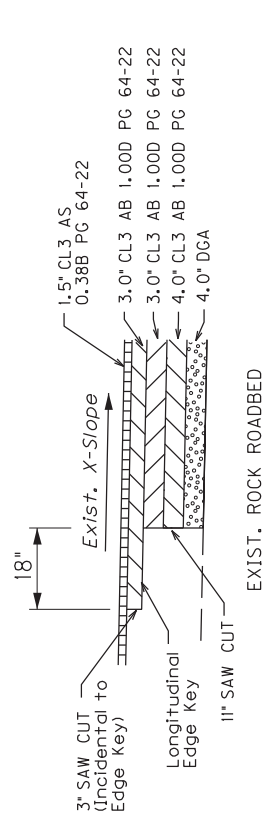
TYPICAL SECTION



PROPOSED NB ACCELERATION LANE

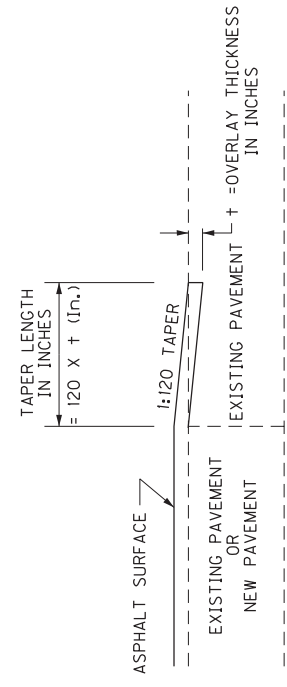


PAVEMENT DETAIL



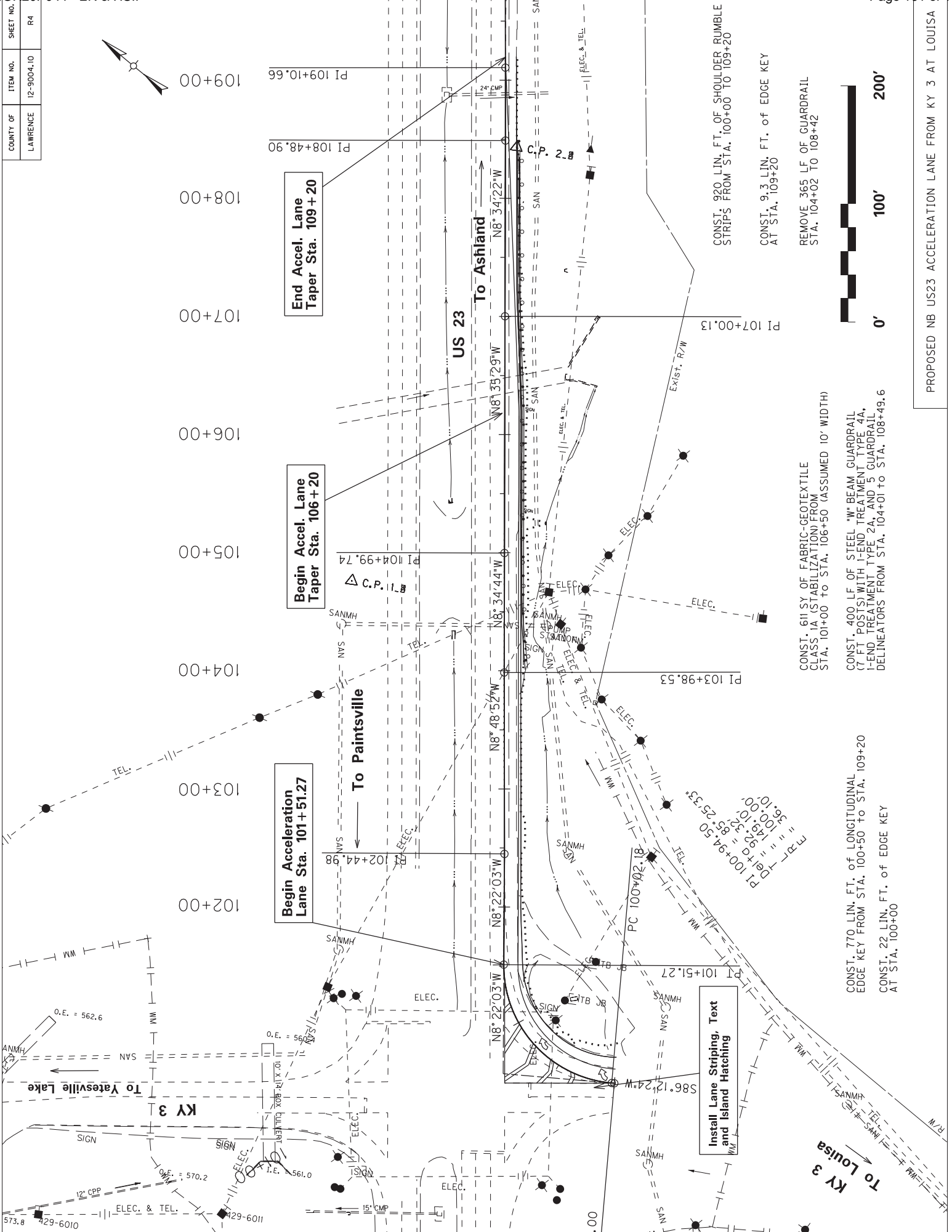
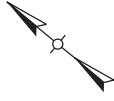
LONGITUDINAL EDGE KEY DETAIL

TAPERING OF OVERLAYS ON LOW SPEED FACILITIES (< 45 MPH)



US 23 NB AT KY 3
PROPOSED ACCELERATION LANE
STA. 100+00 TO STA. 109+20

COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	R4



End Accel. Lane
Taper Sta. 109+20

Begin Accel. Lane
Taper Sta. 106+20

Begin Acceleration
Lane Sta. 101+51.27

Install Lane Striping, Text
and Island Hatching



CONST. 920 LIN. FT. OF SHOULDER RUMBLE STRIPS FROM STA. 100+00 TO 109+20
CONST. 9.3 LIN. FT. OF EDGE KEY AT STA. 109+20
REMOVE 365 LF OF GUARDRAIL STA. 104+02 TO 108+42

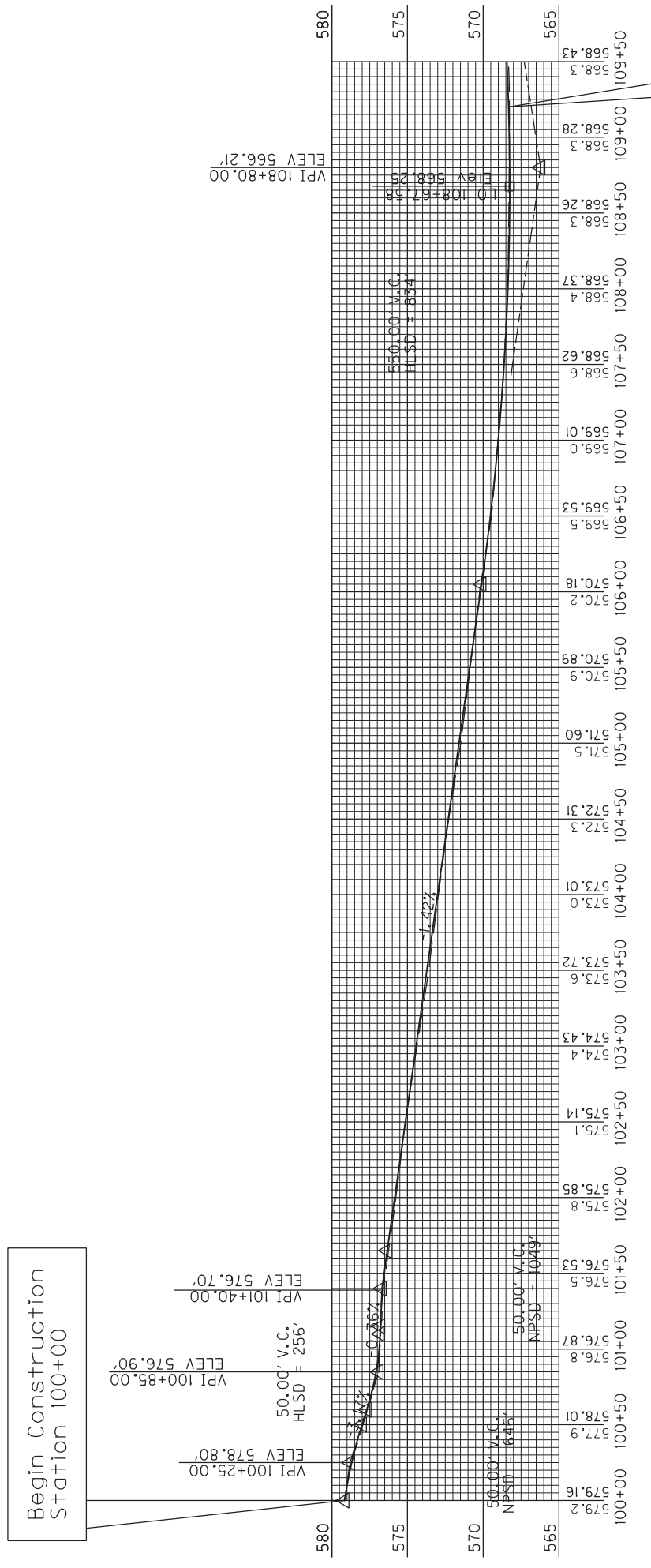
CONST. 611 SY OF FABRIC-GEOTEXTILE CLASS 1A (STABILIZATION) FROM STA. 101+00 TO STA. 106+50 (ASSUMED 10' WIDTH)
CONST. 400 LF OF STEEL "W" BEAM GUARDRAIL (7 FT POSTS) WITH J-END TREATMENT TYPE 4A, I-END TREATMENT TYPE 2A, AND 5 GUARDRAIL DELINEATORS FROM STA. 104+01 TO STA. 108+49.6

CONST. 770 LIN. FT. OF LONGITUDINAL EDGE KEY FROM STA. 100+50 TO STA. 109+20
CONST. 22 LIN. FT. OF EDGE KEY AT STA. 100+00

PROPOSED NB US23 ACCELERATION LANE FROM KY 3 AT LOUISA

COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	R5

Scales: V: 1"=10'
H: 1"=100'



End Construction
Station 109+20

PROPOSED ACCELERATION LANE PROFILE

COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004-10	R6

GENERAL NOTES

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE STANDARD DRAWINGS, CURRENT EDITIONS.
2. 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" AS SET FORTH IN THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION UNLESS OTHERWISE PROVIDED FOR IN THESE NOTES. THE LUMP SUM BID TO "MAINTAIN AND CONTROL TRAFFIC" SHALL ALSO INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING ITEMS AND OPERATIONS:
 - A. ALL GRADING AND NECESSARY DRAINAGE (UNLESS A BID ITEM FOR DETOUR CONSTRUCTION IS INCLUDED) FOR THE TEMPORARY ROADWAY AND REMOVAL THEREOF, WHEN IT IS NO LONGER NEEDED. IF A BID ITEM FOR DETOUR CONSTRUCTION IS INCLUDED, GRADING AND DRAINAGE WILL BE PAID FOR IN THE BID ITEM "DETOUR CONSTRUCTION".
 - B. ALL LABORS AND MATERIALS NECESSARY FOR CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND MARKINGS.
 - C. ALL FLAGPERSONS AND TRAFFIC CONTROL DEVICES SUCH AS, BUT NOT LIMITED TO, FLASHERS, SIGNS, BARRICADES AND VERTICAL PANELS. PLASTIC DRUMS (STEEL DRUMS WILL NOT BE PERMITTED) AND CONES NECESSARY FOR THE CONTROL AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC AS SPECIFIED IN THESE NOTES, THE PLANS, THE MUTCD OR THE ENGINEER.
3. ANY TEMPORARY TRAFFIC CONTROL ITEMS, DEVICES, MATERIALS AND INCIDENTALS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR WHEN NO LONGER NEEDED.
4. THE CONTRACTOR SHALL COMPLETELY COVER ANY SIGNS, EITHER EXISTING, PERMANENT OR TEMPORARY, WHICH DO NOT PROPERLY APPLY TO THE CURRENT TRAFFIC PHASING, AND SHALL MAINTAIN THE COVERING UNTIL THE SIGNS ARE APPLICABLE OR ARE REMOVED.
5. IN GENERAL, ALL TRAFFIC CONTROL DEVICES SHALL BE PLACED STARTING AND PROCEEDING IN THE DIRECTION OF THE FLOW OF TRAFFIC AND REMOVED STARTING AND PROCEEDING IN THE DIRECTION OPPOSITE THE FLOW OF TRAFFIC.
6. THE ENGINEER AND THE CONTRACTOR, OR THEIR AUTHORIZED REPRESENTATIVES, SHALL REVIEW THE SIGNING BEFORE TRAFFIC IS ALLOWED TO USE ANY OF THE CLOSURES, CROSSOVERS OR DETOURS. ALL SIGNING SHALL BE APPROVED BY THE ENGINEER BEFORE WORK CAN BE STARTED BY THE CONTRACTOR.
7. IF THE CONTRACTOR DESIRES TO DEVIATE FROM THE TRAFFIC CONTROL SCHEME AND CONSTRUCTION SCHEDULE OUTLINED IN THESE PLANS AND THIS PROPOSAL, HE SHALL PREPARE AN ALTERNATE PLAN AND PRESENT IT IN WRITING TO THE ENGINEER. THIS ALTERNATE PLAN CAN BE USED ONLY AFTER REVIEW AND APPROVAL OF THE ENGINEER. TRAFFIC, DESIGN AND CONSTRUCTION, AND THE FEDERAL HIGHWAY ADMINISTRATION, WHERE APPLICABLE.
8. IF TRAFFIC SHOULD BE STOPPED DUE TO CONSTRUCTION OPERATIONS AND AN EMERGENCY VEHICLE ON AN OFFICIAL EMERGENCY RUN ARRIVES AT THE SCENE, THE CONTRACTOR SHALL MAKE THE PROVISIONS FOR THE PASSAGE OF THAT VEHICLE AS QUICKLY AS POSSIBLE.

PAVEMENT DROP-OFF

- A PAVEMENT EDGE THAT TRAFFIC IS NOT EXPECTED TO CROSS, EXCEPT ACCIDENTALLY, SHOULD BE TREATED AS FOLLOWS:
- LESS THAN TWO INCHES - NO PROTECTION REQUIRED. WARNING SIGNS SHOULD BE PLACED IN ADVANCE AND THROUGHOUT THE DROP-OFF AREA.
 - TWO TO FOUR INCHES - PLASTIC DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MPH OR GREATER. CONES MAY BE USED IN PLACE OF PLASTIC DRUMS, PANELS AND BARRICADES. PLASTIC DRUMS, PANELS AND BARRICADES SHOULD BE PLACED EVERY 50 FEET ON CURVED SECTIONS FOR SPEEDS OF 50 MPH AND FOR CURVES. DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING OF DEVICES ON TAPERED SECTIONS SHOULD BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
 - GREATER THAN FOUR INCHES - POSITIVE SEPARATION OR WEDGE WITH 3:1 OR GREATER SLOPE TO THE DRAINAGE SIDE OF THE ROADWAY SHALL BE MAINTAINED BETWEEN THE EDGE OF THE PAVEMENT AND THE DROP-OFF. THEN DRUMS, PANELS OR BARRICADES MAY BE USED. IF THE DROP-OFF IS GREATER THAN 12 INCHES, POSITIVE SEPARATION IS STRONGLY ENCOURAGED. IF CONCRETE BARRIERS ARE USED, SPECIAL REFLECTIVE DEVICES OR STEADY BURN LIGHTS SHOULD BE USED FOR OVERNIGHT INSTALLATIONS.
- FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN FOUR INCHES MAY BE PROTECTED WITH PLASTIC DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
- LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.
- PAYMENT WILL BE ALLOWED FOR TRAFFIC BOUND BASE USED FOR WEDGING.

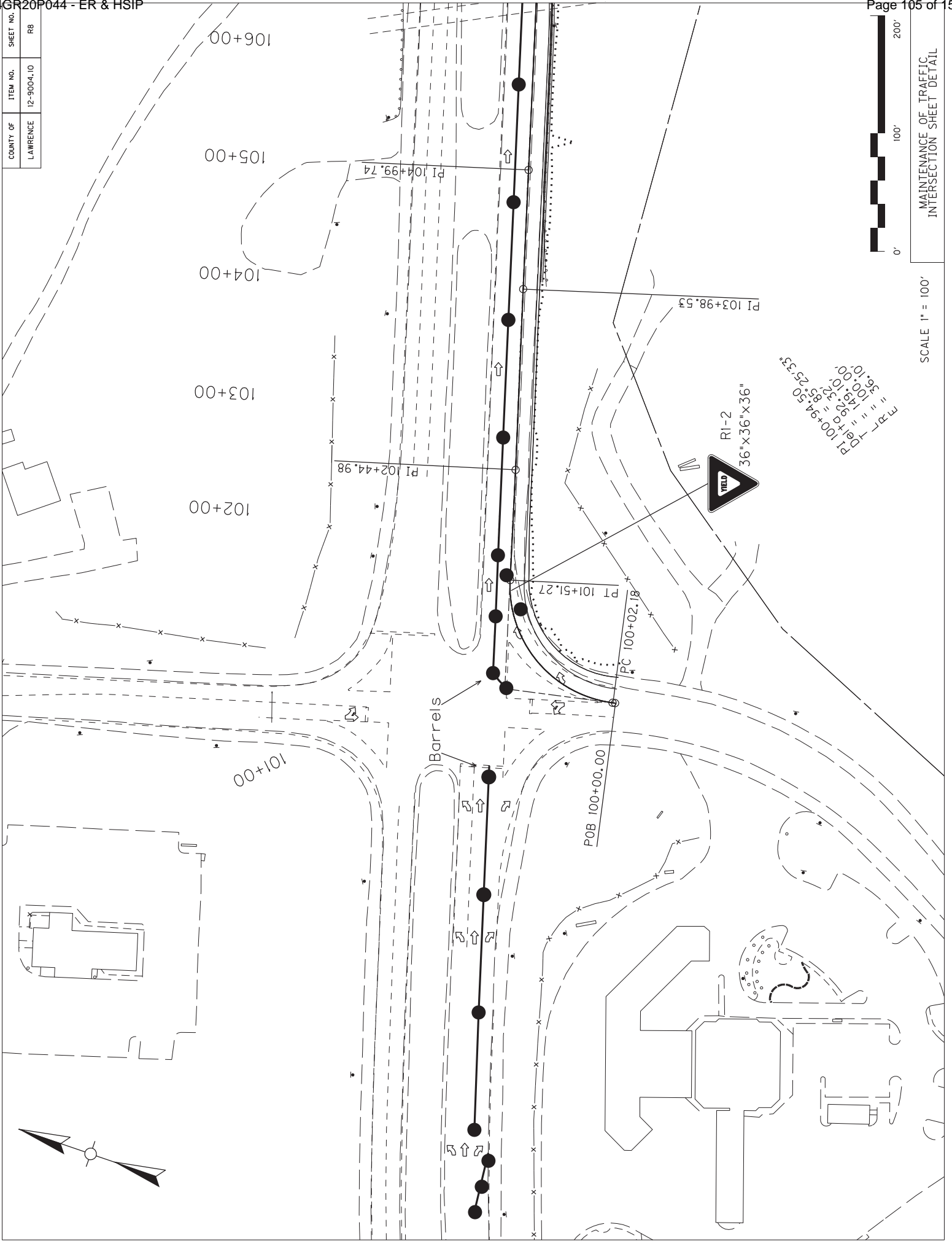
THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR REVIEW AND APPROVAL OF PROPOSED ROAD CLOSURES AND SCHEDULING/DURATION OF CLOSURES PRIOR TO CLOSING ANY PORTIONS OF EXISTING ROADS.

FOR MAINTENANCE OF
TRAFFIC ONLY

REASONABLE MEANS OF INGRESS AND EGRESS SHALL BE MAINTAINED TO ALL PROPERTIES ADJACENT TO THE PROJECT. FIRE HYDRANTS MUST ALSO BE MAINTAINED AT ALL TIMES.

MAINTENANCE OF TRAFFIC NOTES

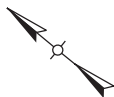
COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	R8



SCALE 1" = 100'

MAINTENANCE OF TRAFFIC
INTERSECTION SHEET DETAIL

COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	R9



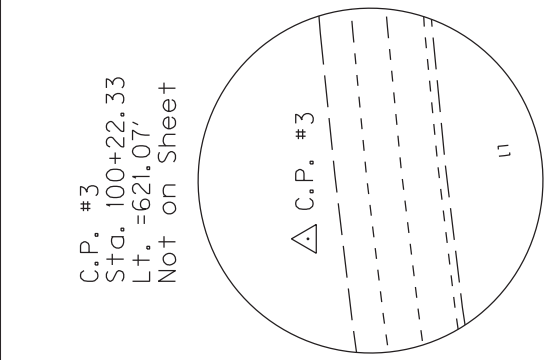
COORDINATE CONTROL POINTS

POINT	DESCRIPTION	State Plane Coordinates			STATION and OFFSET
		NORTH (Y)	EAST (X)	ELEV. (Z)	
C.P. #1	Survey Nail in Asphalt	3949288.906	5818698.235	571.225	104+75.80, 129.16' LT
C.P. #2	Survey Nail in Asphalt	3949673.047	5818780.502	567.864	108+43.38, 9.51' RT
C.P. #3	I.P. w/ Aluminum Cap	3948287.387	5818876.273	586.00	100+22.33, 621.07 LT

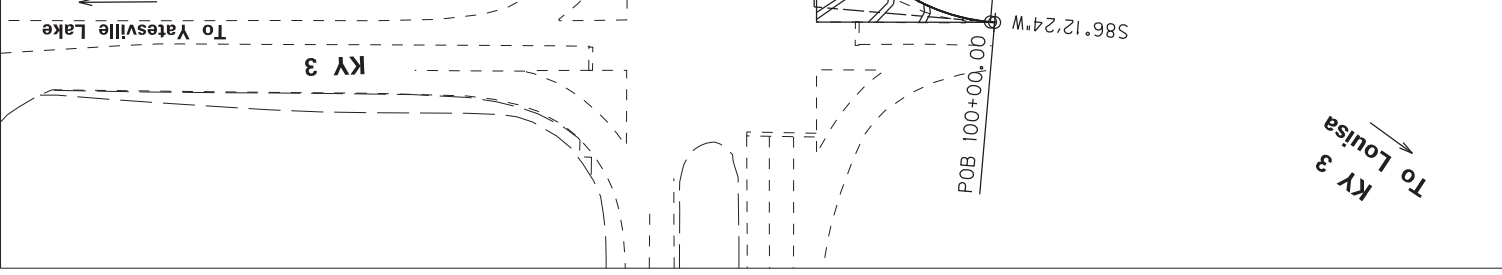
BASIS OF HORIZONTAL COORDINATES

Coordinates for Horizontal survey control were obtained from GPS-Static methods and adjusted to the National NAD83/2011 Horizontal Datum.

Coordinates are based on the Kentucky State Plane Coordinate System, Single Zone (KY Zone 1600) and are in U.S. Survey Feet.



C.P. #3
Sta. 100+22.33
Lt. =621.07'
Not on Sheet



← To Paintsville

US 23

To Ashland

To Louisa

CENTERLINE DATA

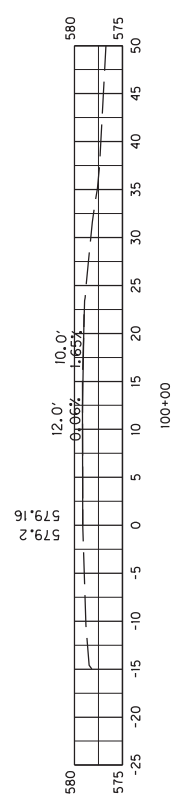
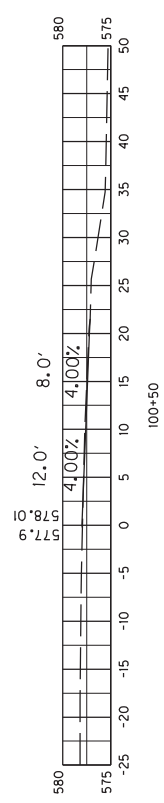
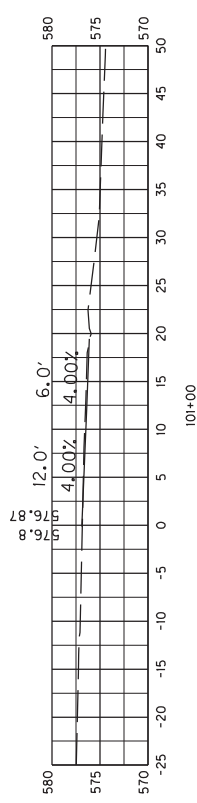
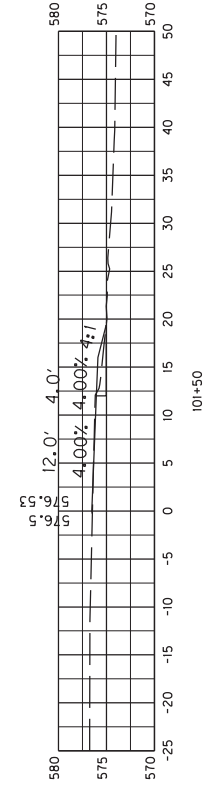
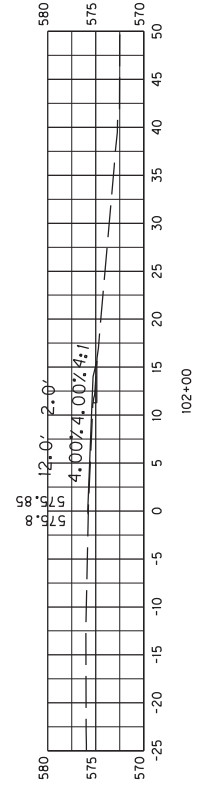
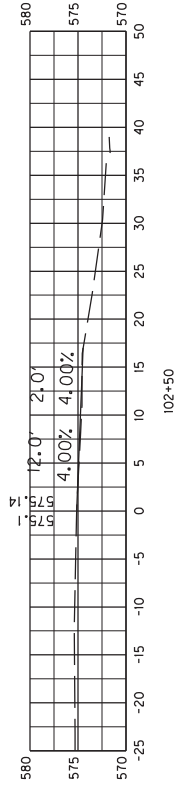
POINT	State Plane Coordinates		STATION
	NORTH (Y)	EAST (X)	
POB	3948902.23	5818982.37	100+00.00
PC	3948902.08	5818980.20	100+02.18
PI	3948895.98	5818888.08	100+94.50
PT	3948987.31	5818874.65	101+51.27
PI	3949080.02	5818861.01	102+44.98
PI	3949231.75	5818837.48	103+98.53
PI	3949331.83	5818822.38	104+99.74
PI	3949529.98	5818792.45	107+00.13
PI	3949677.08	5818770.27	108+48.90
POE	3949738.13	5818760.88	109+10.66



Scale: 1"=100'

PROPOSED NB US23 ACCELERATION LANE COORDINATE CONTROL

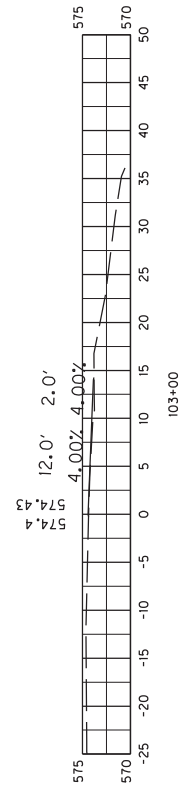
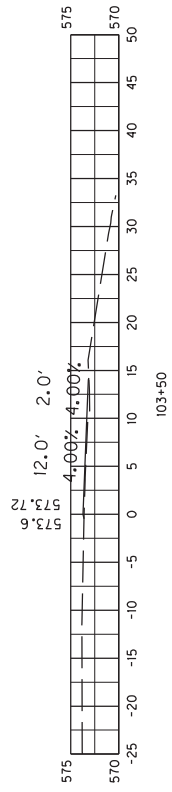
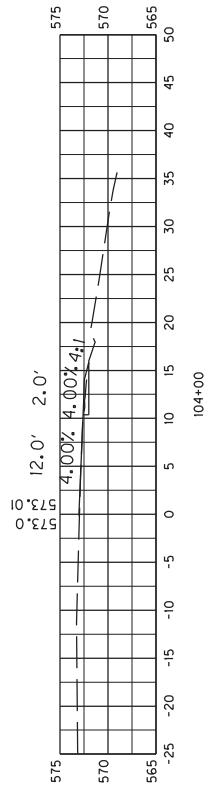
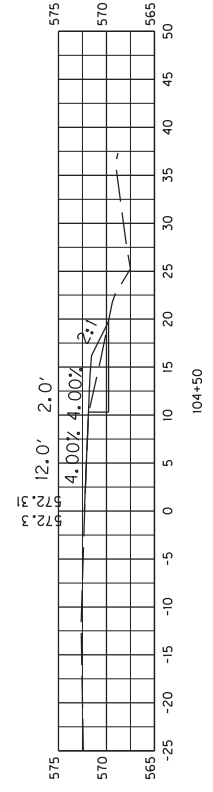
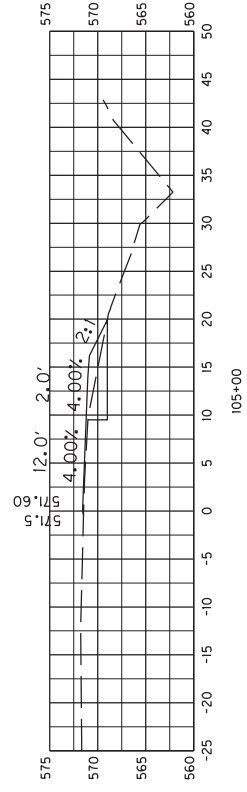
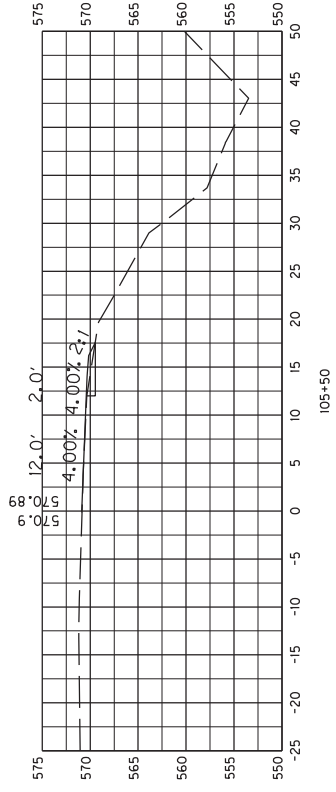
COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	XI



SCALE 1" = 20'

ACCELERATION LANE CROSS SECTIONS

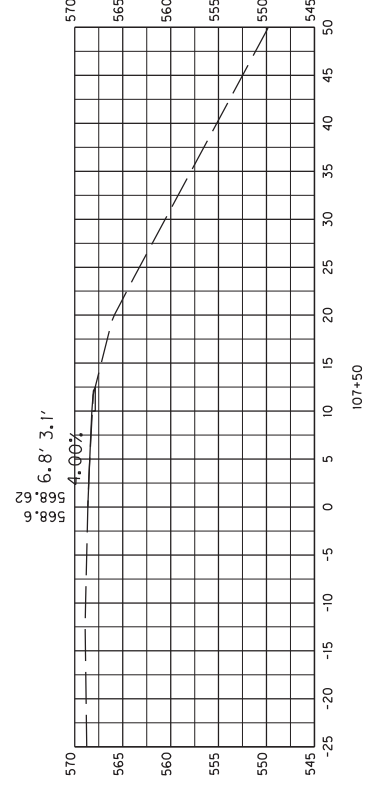
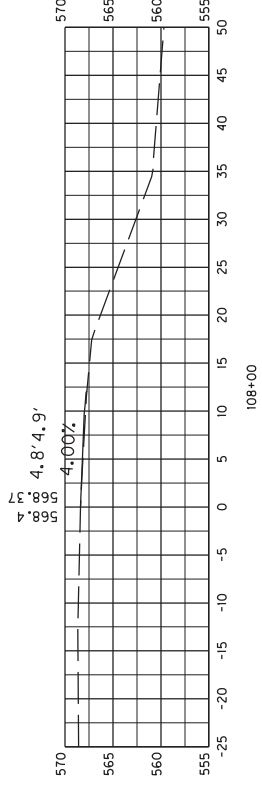
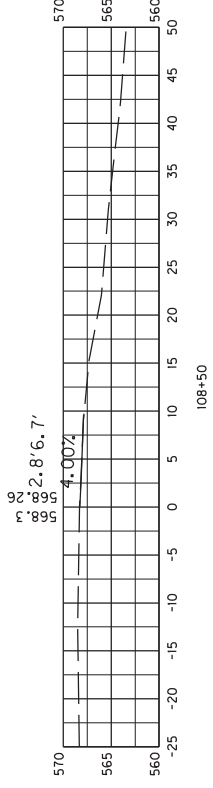
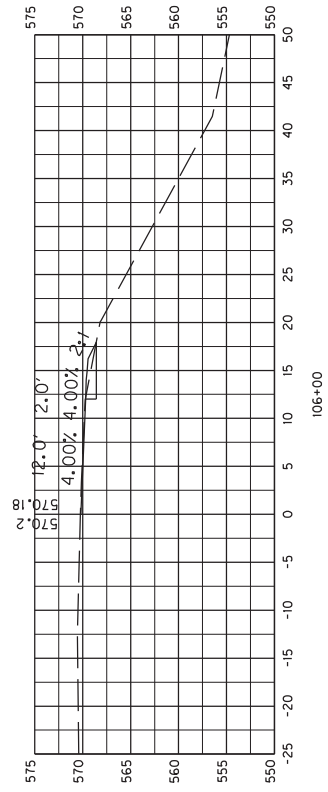
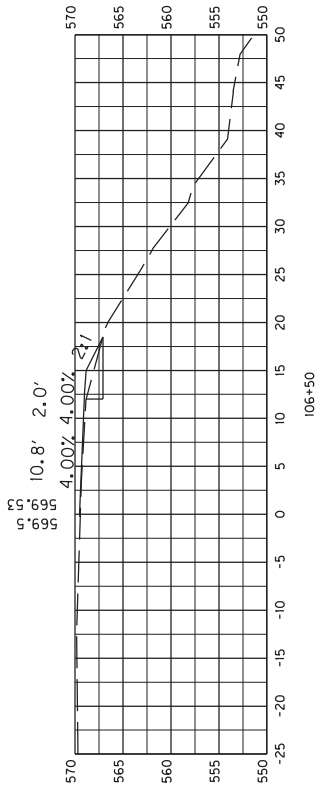
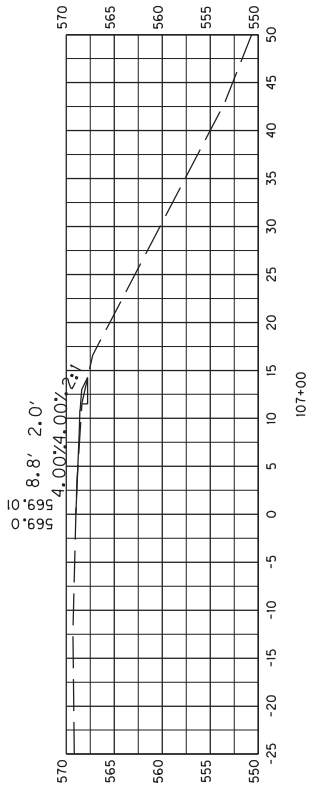
COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	X2



SCALE 1" = 20'

ACCELERATION LANE CROSS SECTIONS

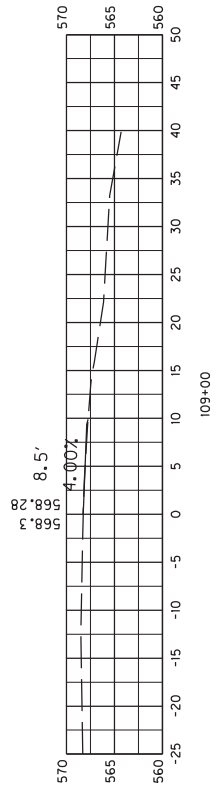
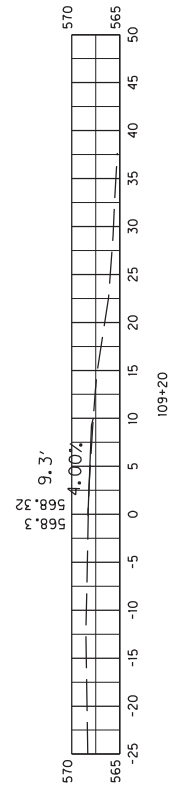
COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE	12-9004.10	X3



SCALE 1" = 20'

ACCELERATION LANE CROSS SECTIONS

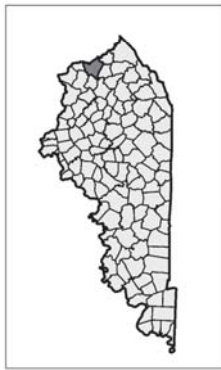
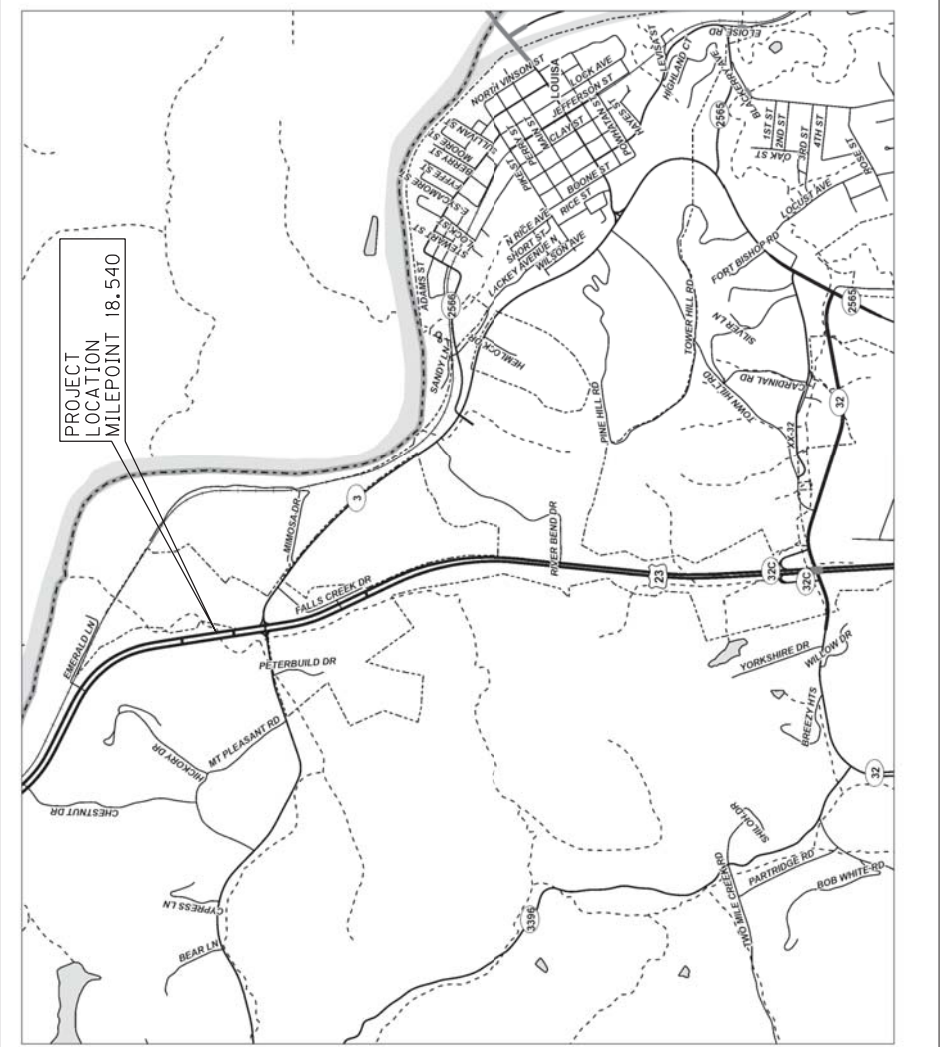
COUNTY OF LAWRENCE	ITEM NO. 12-9004.10	SHEET NO. X4
-----------------------	------------------------	-----------------



SCALE 1" = 20'

ACCELERATION LANE CROSS SECTIONS

COUNTY OF LAWRENCE	ITEM NO.	SHEET NO. R1
-----------------------	----------	-----------------



Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS

PLANS OF PROPOSED PROJECT LAWRENCE COUNTY

ER 9020 (228)
RESTORE DAMAGED ROADWAY ON US 23
AT MILEPOINT 18.540

INDEX OF SHEETS

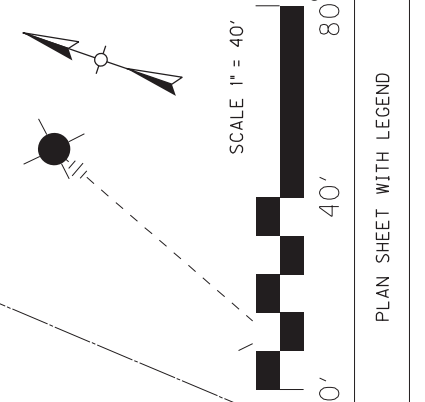
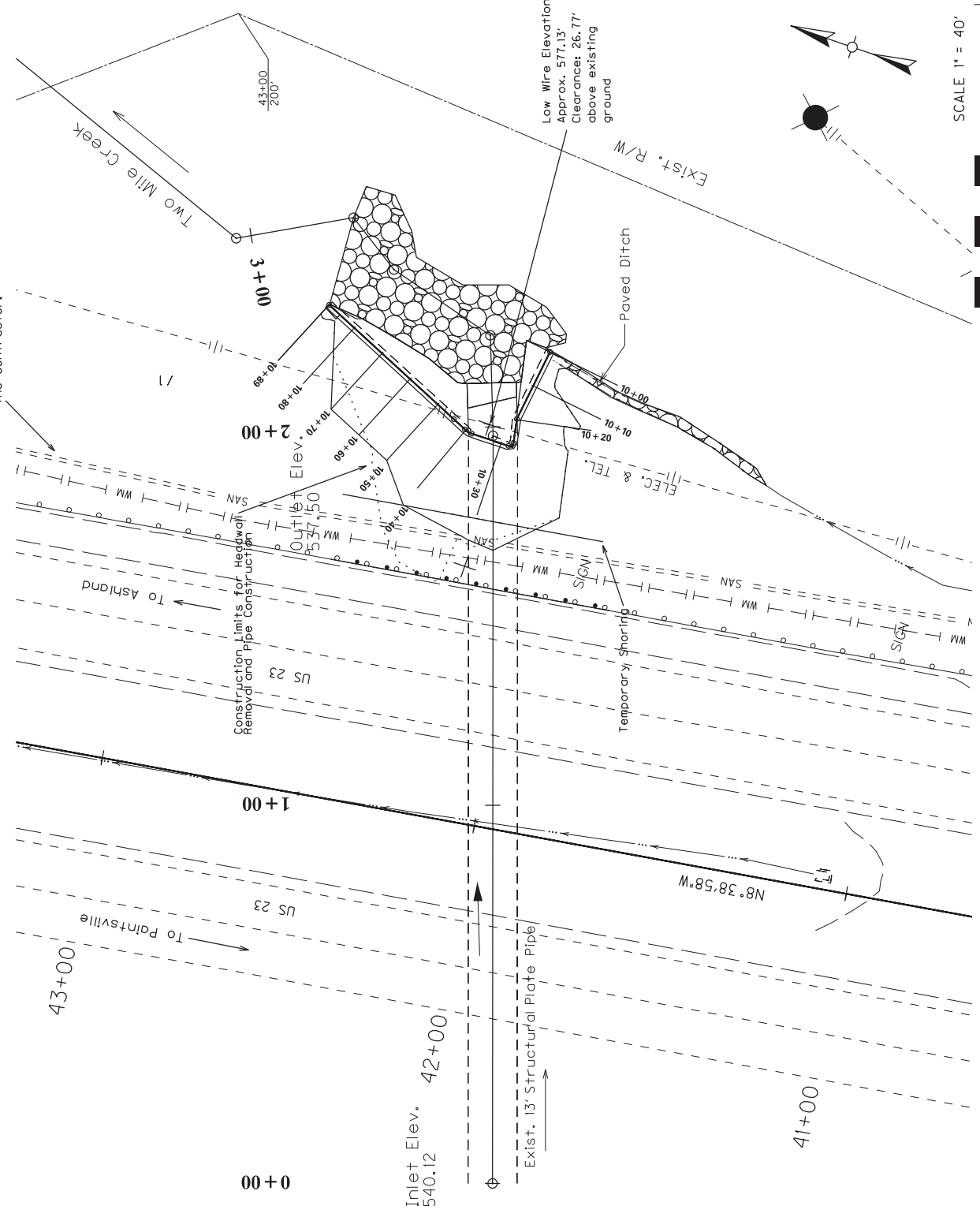
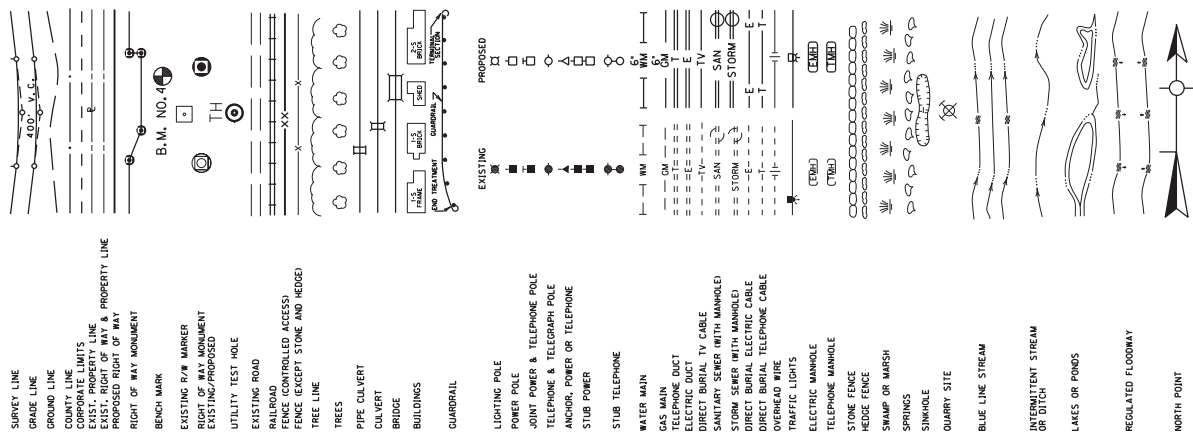
SHEET NO.	DESCRIPTION
R1	LAYOUT SHEET
R2	GENERAL AND PIPE SUMMARY
R3	PLAN SHEET WITH LEGEND
R4	CROSS SECTION
R5	MAINTENANCE OF TRAFFIC
X1 - X2	CROSS SECTIONS

ITEM NO.	COUNTY OF	SHEET NO.
R3 <td>LAWRENCE</td> <td>R3</td>	LAWRENCE	R3

11/4" PE Water and Sewer Line
Location Approximate.
Depth Unknown-Likely
Bored under roadway slope.
Any damage to the lines is
the responsibility of
the contractor.

No.	North	East	Elev.	Description	Existing US 23 Centerline Station	North	East	Existing US 23 Centerline Station
1	3949288.906	5818698.235	571.225	Nail in Pvmt.	38+00.00	3949065.04	5818813.18	
2	3949673.047	5818780.502	567.864	Nail in Pvmt.	48+00.00	3950053.66	5818662.79	

CONVENTIONAL SIGNS



US 23 Sta. 42+02.8 to 42+63.3
Remove Headwall

US 23 Sta. 41+43.6 to 42+02.8
Remove 15 Sq. Yd. of Paved Ditch, Const. 20 Tons Class II Channel Lining and 15 Sq. Yd. of Geotextile Fabric Type II

US 23 Sta. 41+75 to 42+50
Remove and Reset 75 LF of Guardrail

US 23 Sta. 41+80 to 42+50
Construct Temporary Shoring (To be Designed and Submitted by the Contractor)

PLAN SHEET WITH LEGEND

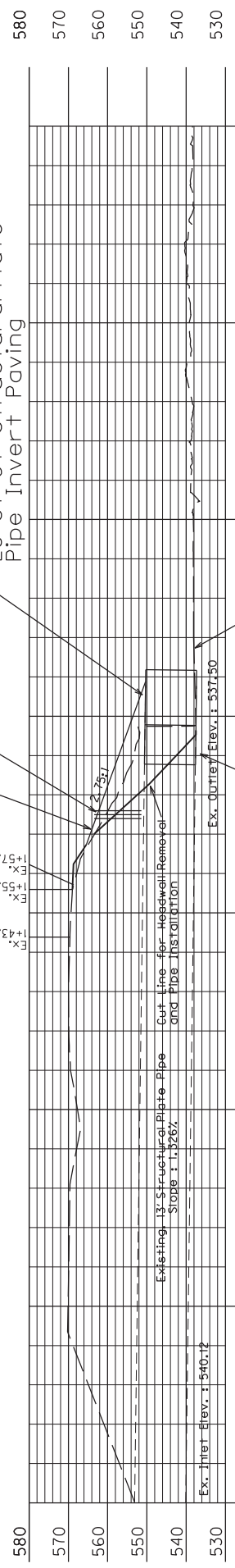
COUNTY OF LAWRENCE	ITEM NO.	SHEET NO. R4
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NOTE: Modify slope as directed by the Engineer in order to properly construct fill slopes around the end of the proposed structural plate pipe.

Slope Repair with Class III Channel Lining

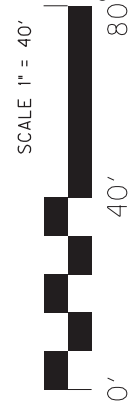
Proposed Temporary Shoring
 (to be designed by the contractor)
 Construct 24' of 13' Structural
 Plate Pipe-No Headwall and
 28 SY of Structural Plate
 Pipe Invert Paving

Ex. Lone Line
 +43.85
 Ex. Shoulder
 +55.96
 Ex. Guardrail
 +57.12



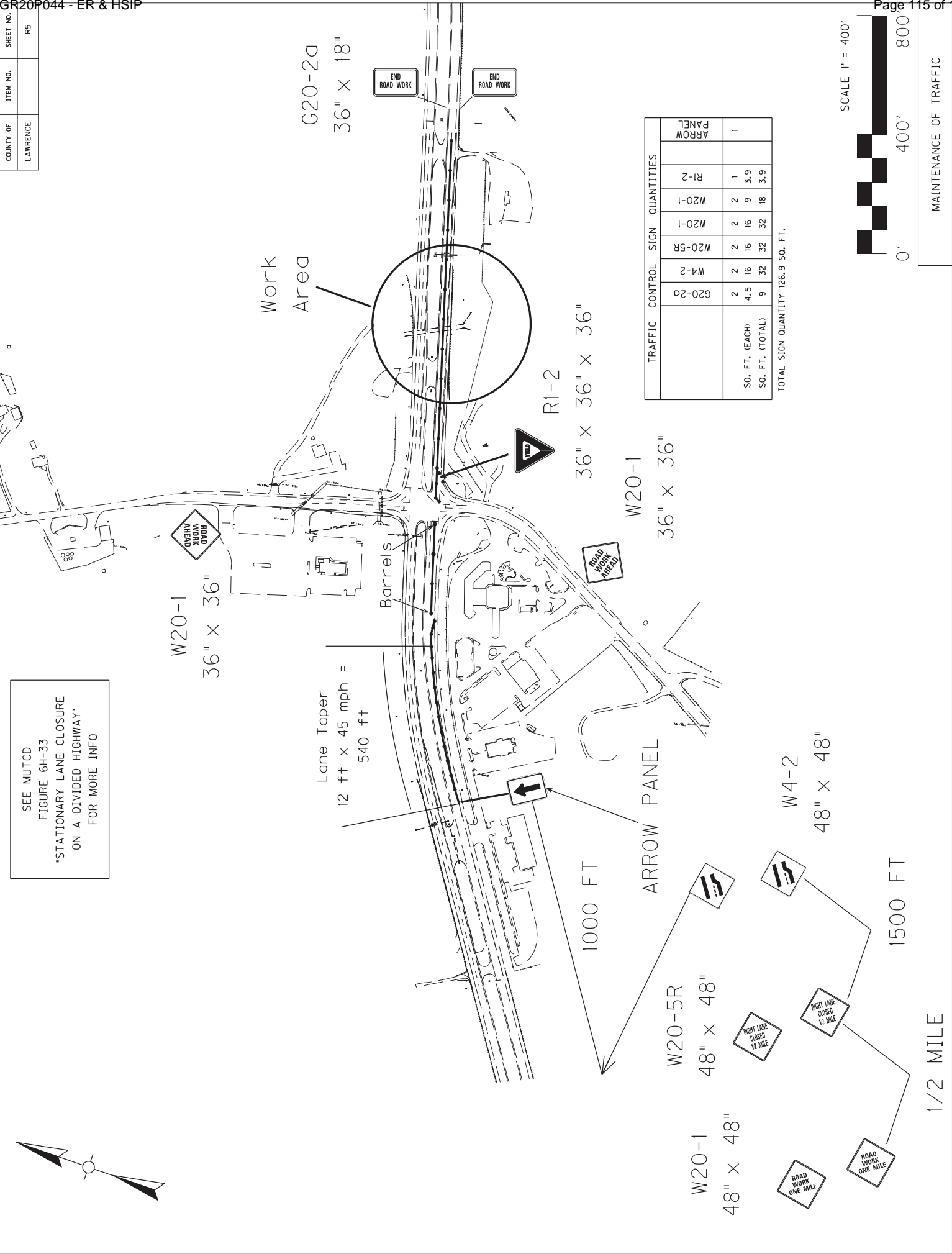
Remove 10 LF of existing
 Pipe: 13' Structural Plate
 and Remove Headwall

Construct 492 Ton Class III
 Channel Lining for Outlet Protection
 (Assumed 6' Depth) with
 164 Sq. Yd. of Geotextile Fabric Type II



CULVERT SECTION

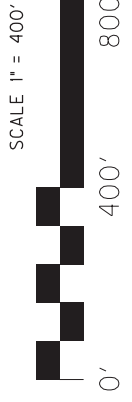
COUNTY OF LAWRENCE	ITEM NO.	SHEET NO. R5
-----------------------	----------	-----------------



SEE MUTCD
FIGURE 6H-33
"STATIONARY LANE CLOSURE
ON A DIVIDED HIGHWAY"
FOR MORE INFO

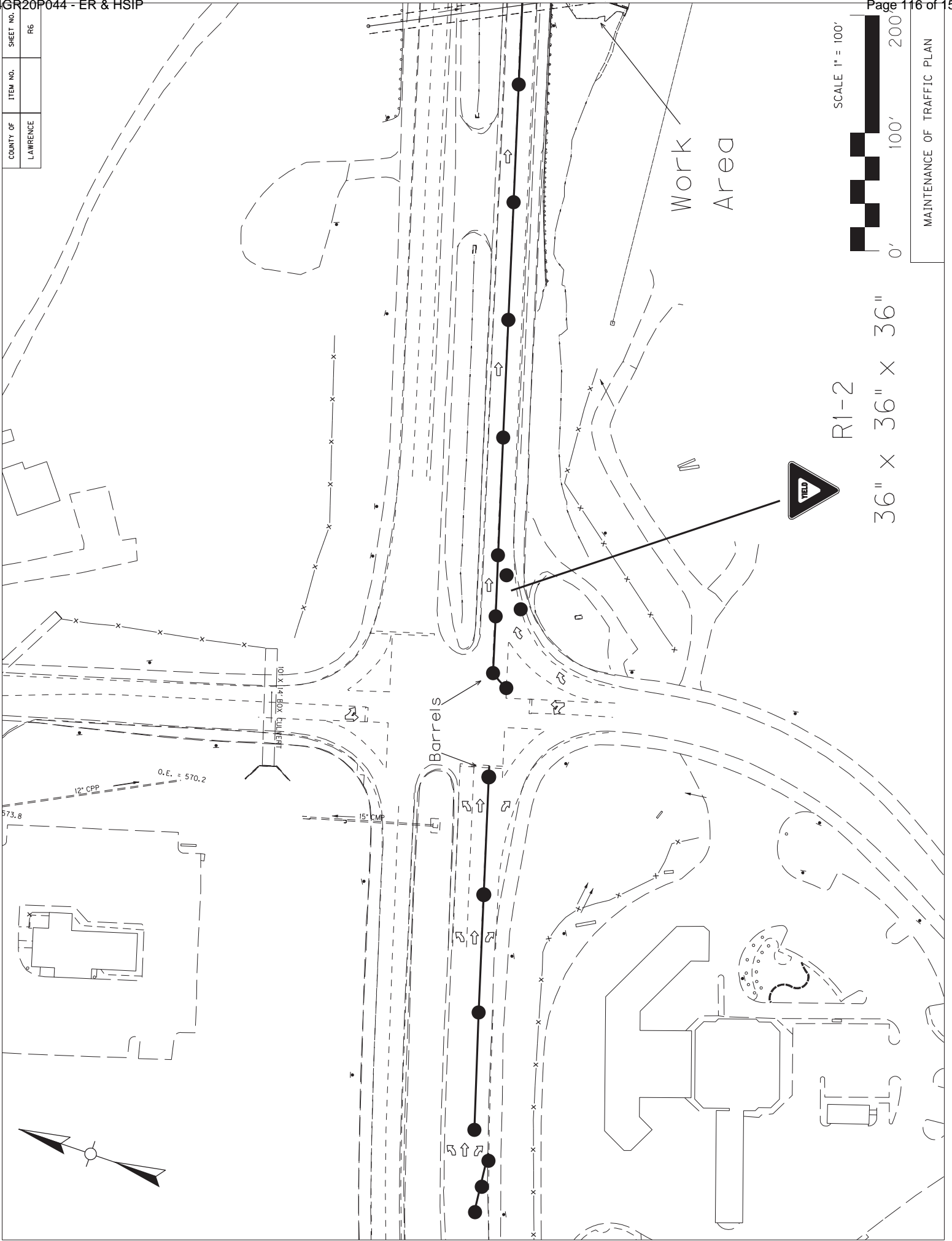
TRAFFIC CONTROL	SIGN	QUANTITIES	ARROW PANEL
G20-2a		2	
W4-2		2	
W20-5R		2	
W20-1		2	
W20-1		16	
W20-1		16	
R1-2		2	
R1-2		1	
		9	1
		32	
		18	
		32	
		32	
		9	
		4.5	
		16	
		16	
		16	
		9	
		3.9	
		3.9	
		3.9	

TOTAL SIGN QUANTITY 126.9 SQ. FT.



MAINTENANCE OF TRAFFIC

COUNTY OF LAWRENCE	ITEM NO.	SHEET NO.
		R6



R1-2

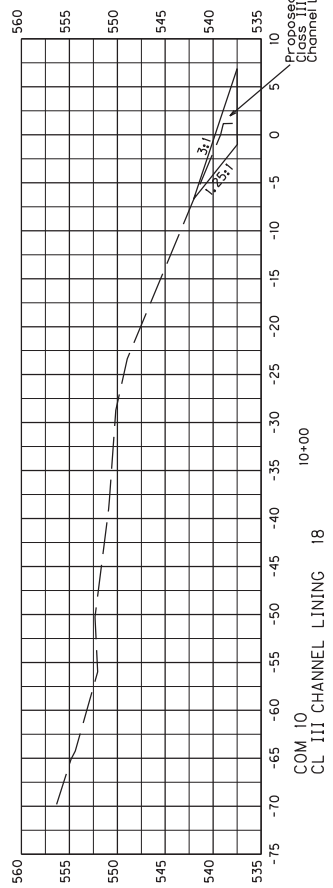
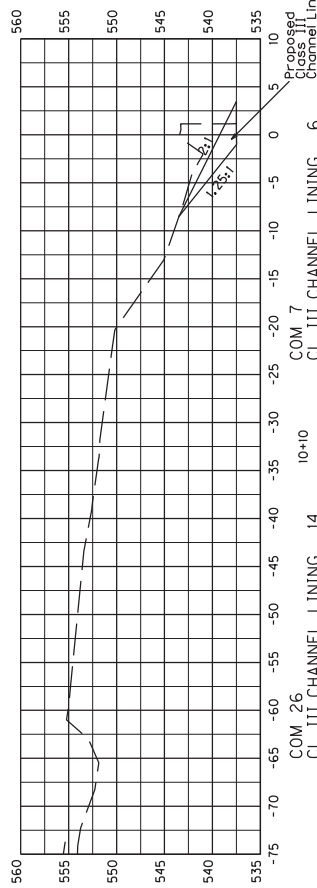
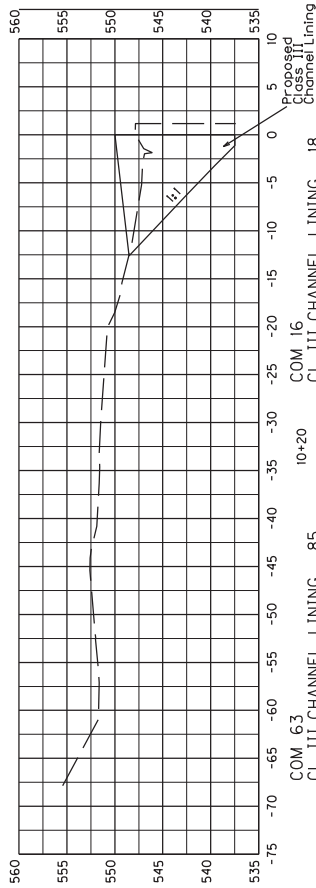
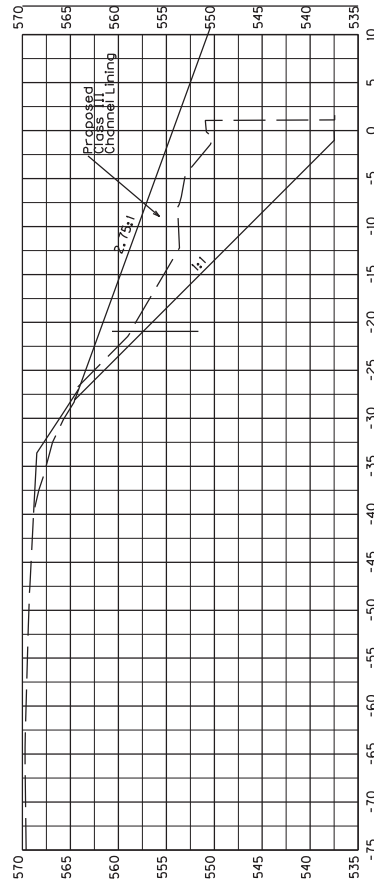
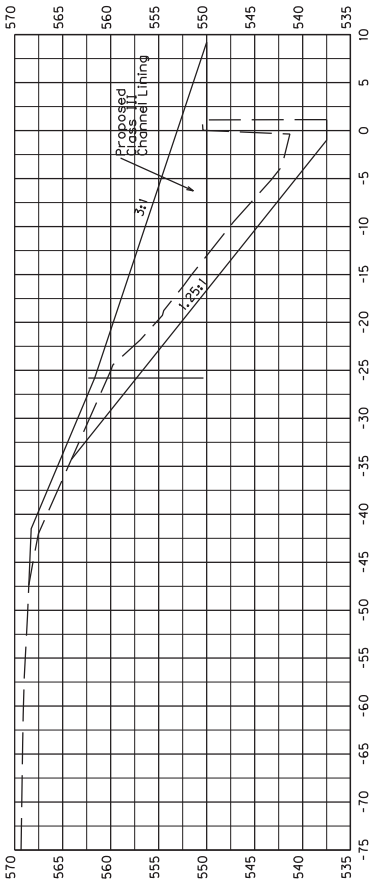
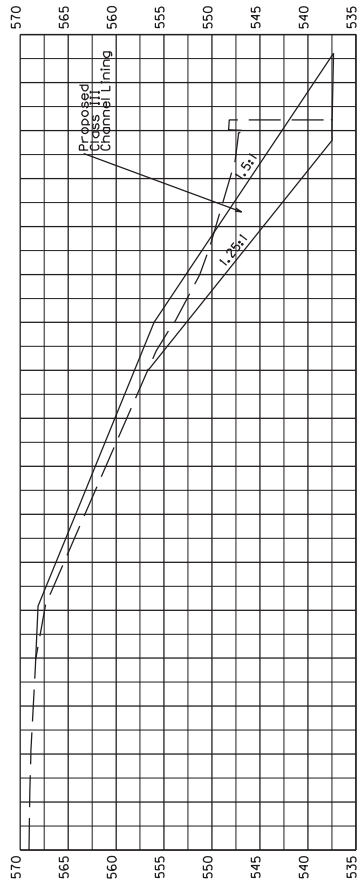
36" x 36" x 36"

SCALE 1" = 100'



MAINTENANCE OF TRAFFIC PLAN

COUNTY OF	ITEM NO.	SHEET NO.
LAWRENCE		XI

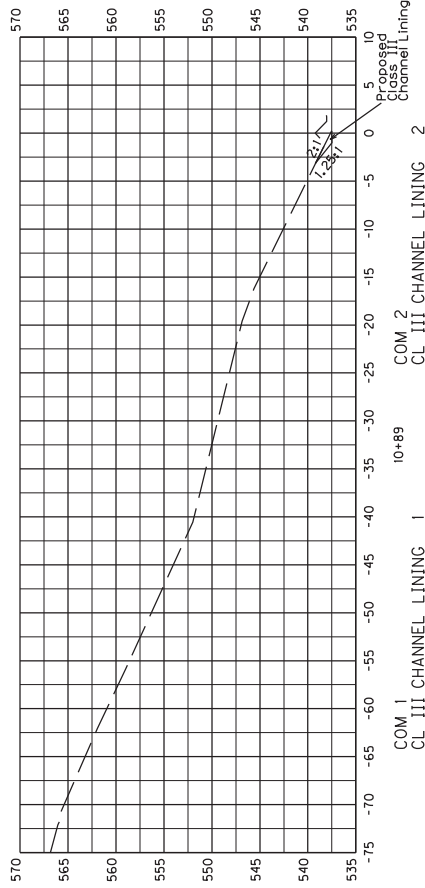
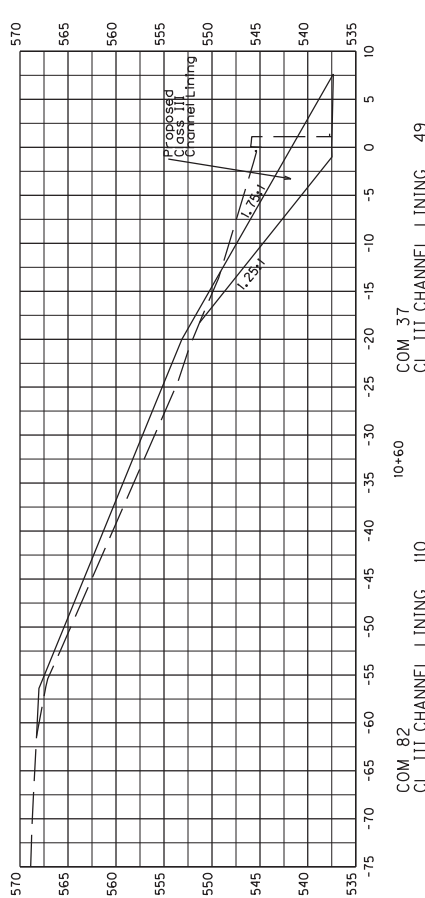
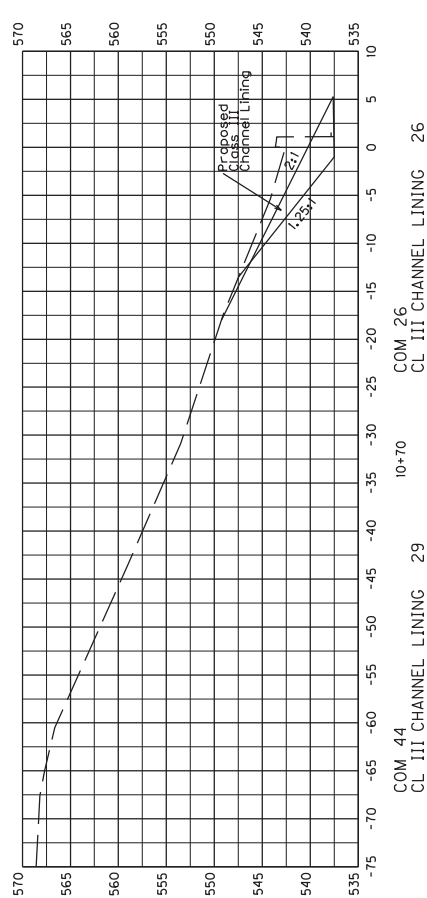
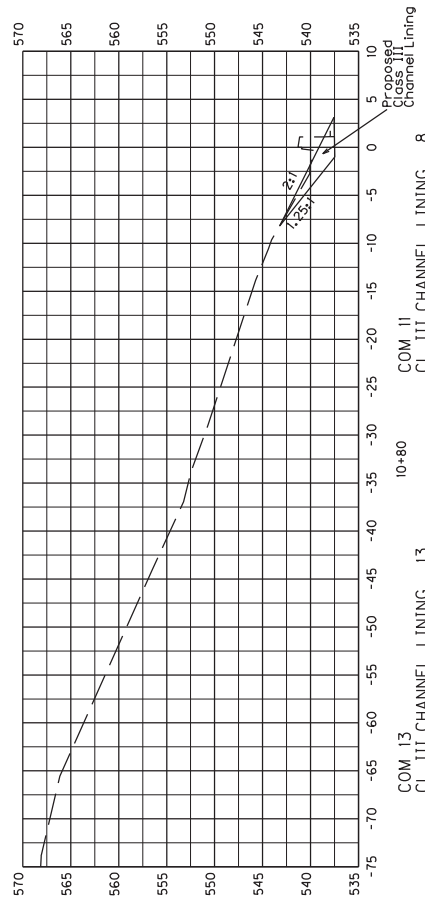
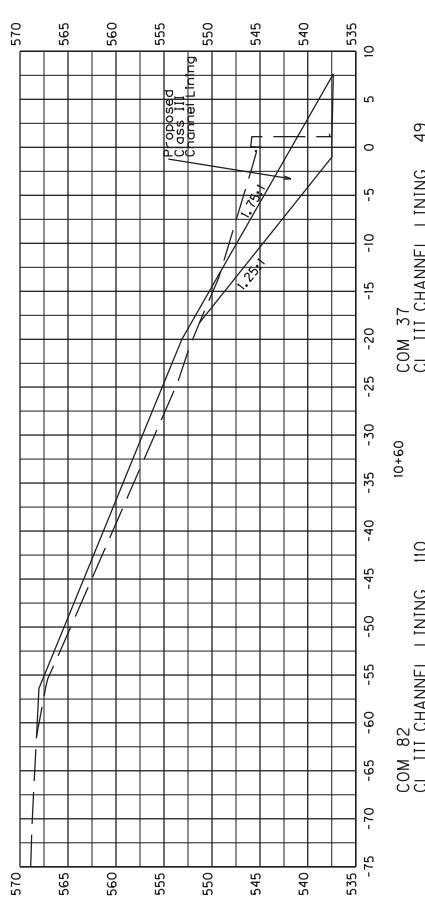
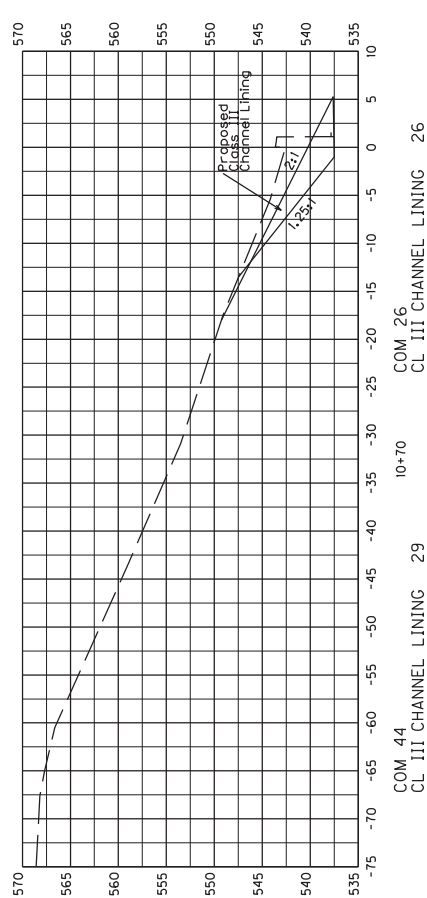
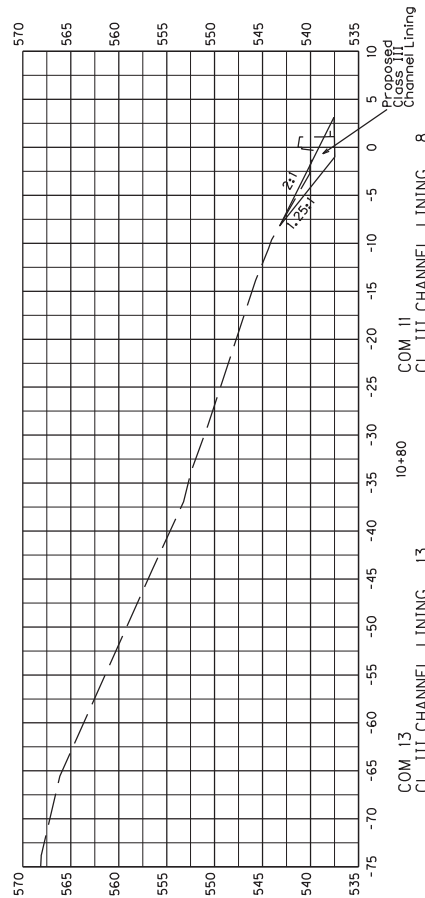


SCALE 1" = 20'

Headwall Baseline Cross Sections

COUNTY OF LAWRENCE	ITEM NO.	SHEET NO. X2
-----------------------	----------	-----------------

CROSS SECTION TOTALS
COM 192 cubic yards
CL III Channel Lining 296 cubic yards



SCALE 1" = 20'

Headwall Baseline Cross Sections

GUARDRAIL DELIVERY VERIFICATION SHEET

Contract Id: _____

Contractor: _____

Section Engineer: _____

District & County: _____

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

***Required Signatures before Leaving Project Site**

Printed Section Engineer's Representative _____ & Date _____

Signature Section Engineer's Representative _____ & Date _____

Printed Contractor's Representative _____ & Date _____

Signature Contractor's Representative _____ & Date _____

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

Printed Bailey Bridge Yard Representative _____ & Date _____

Signature Bailey Bridge Yard Representative _____ & Date _____

Printed Contractor's Representative _____ & Date _____

Signature Contractor's Representative _____ & Date _____

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

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

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

Lawrence Co. 12-9004.10 HSIP Project
2020 STANDARD DRAWINGS THAT APPLY

ROADWAY
~ BARRIERS ~

TYPICAL BARRIER INSTALLATIONS

TYPICAL GUARDRAIL INSTALLATIONS	RBI-001-12
TYPICAL GUARDRAIL INSTALLATIONS	RBI-002-07
TYPICAL INSTALLATION FOR GUARDRAIL END TREATMENT TYPE 2A	RBI-003-09

GUARDRAIL HARDWARE

STEEL BEAM GUARDRAIL (W-BEAM)	RBR-001-13
GUARDRAIL COMPONENTS	RBR-005-11
GUARDRAIL TERMINAL SECTIONS	RBR-010-06
STEEL GUARDRAIL POSTS	RBR-015-06
TIMBER GUARDRAIL POSTS	RBR-016-05
GUARDRAIL END TREATMENT TYPE 2A	RBR-025-06
GUARDRAIL END TREATMENT TYPE 4A	RBR-035-12
DELINEATORS FOR GUARDRAIL	RBR-055-01

~ DRAINAGE ~

MISCELLANEOUS DRAINAGE

TEMPORARY SILT FENCE	RDX-210-03
----------------------------	------------

~ GENERAL ~

CURVE WIDENING AND SUPERELEVATION

CURVE WIDENING AND SUPERELEVATION TRANSITIONS	RGS-001-07
---	------------

MISCELLANEOUS STANDARDS

MISCELLANEOUS STANDARDS	RGX-001-06
TYPICAL EMBANKMENT FOUNDATION BENCHES	RGX-010-04
ONE POINT PROCTER FAMILY OF CURVES	RGX-200-01

~ PAVEMENT ~

MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.

APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT	RPM-110-07
---	------------

TRAFFIC

~ PERMANENT ~

MARKERS

TYPICAL ENTRANCE RAMP MARKINGS	TPM-200
TYPICAL MARKINGS FOR ISLANDS AND MEDIANS	TPM-205

RUMBLE STRIPS

SHOULDER & EDGELINE RUMBLE STRIPS PLACEMENT DETAILS	TPR-115
RUMBLE STRIP DETAILS MULTI-LANE ROADWAYS AND RAMPS	TPR-130

~ TEMPORARY ~

TRAFFIC CONTROL

LANE CLOSURE MULTI-LANE HIGHWAY CASE I	TTC-115-04
--	------------

2020 KENTUCKY STANDARD DRAWINGS KY 1 & US 23 CULVERT REPLACEMENT

TYPICAL GUARDRAIL INSTALLATIONS	RBI-001-12
TYPICAL GUARDRAIL INSTALLATIONS	RBI-002-07
STEEL BEAM GUARDRAIL (“W”-BEAM).....	RBR-001-13
GUARDRAIL COMPONENTS.....	RBR-005-11
STEEL GUARDRAIL POSTS.....	RBR-015-06
GUARDRAIL SYSTEM TRANSITION	RBR-018
DELINEATORS FOR GUARDRAIL.....	RBR-055-01
DELINEATORS AT NARROW SHOULDER BRIDGES.....	RBR-060
CHANNEL LINING CLASS II AND III.....	RDD-040-05
PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER PIPE.....	RDI-020-10
PIPE BEDDING, TRENCH CONDITION.....	RDI-025-06
TEMPORARY SILT FENCE.....	RDX-210-03
TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC.....	RDX-215-01
SILT TRAP - TYPE A	RDX-220-05
SILT TRAP - TYPE B	RDX-225-01
SILT TRAP - TYPE C.....	RDX-230-01
CURVE WIDENING AND SUPERELEVATION TRANSITIONS.....	RGS-001-07
SUPERELEVATION FOR MULTILANE PAVEMENT.....	RGS-002-06
MISCELLANEOUS STANDARDS	RGX-001-06
ONE POINT PROCTER FAMILY OF CURVES	RGX-200-01
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT	RPM-110-07
LANE CLOSURE TWO-LANE HIGHWAY	TTC-100-05
LANE CLOSURE MULTI-LANE HIGHWAY CASE I	TTC-115-04
SHOULDER CLOSURE	TTC-135-03
TEMPORARY PAVEMENT MARKER ARRANGEMENTS FOR LANE CLOSURES	TTC-160-02
PAVEMENT CONDITION WARNING SIGNS.....	TTD-125-06
MOBILE OPERATION FOR PAINT STRIPING CASE III.....	TTS-110-02
MOBILE OPERATION FOR PAINT STRIPING CASE IV.....	TTS-115-02

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

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

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

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.

ATTACHMENTS

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

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.

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).

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 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.

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.

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

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.

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).

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

"General Decision Number: KY20200107 01/03/2020

Superseded General Decision Number: KY20190107

State: Kentucky

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on

the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER.....	\$ 24.65	12.94
BRICKLAYER		
Bricklayer.....	\$ 22.90	8.50
Stone Mason.....	\$ 21.50	8.50
CARPENTER		
Carpenter.....	\$ 24.90	14.50
Piledriver.....	\$ 24.55	14.50
CEMENT MASON.....	\$ 21.25	8.50
ELECTRICIAN		

Electrician.....	\$ 29.36	10.55
Equipment Operator.....	\$ 26.90	10.31
Groundsman.....	\$ 17.79	8.51
Lineman.....	\$ 30.09	10.94

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

IRONWORKER.....	\$ 27.56	20.57
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LABORER

Group 1.....	\$ 21.80	12.36
Group 2.....	\$ 22.05	12.36
Group 3.....	\$ 22.10	12.36
Group 4.....	\$ 22.70	12.36

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

GROUP 2: Batter Board Men (Sanitary and Storm Sewer), Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders, Burner and Welder, Bushammers, Chain Saw Operator, Concrete Saw Operators, Deckhand Scow Man, Dry Cement Handlers,

Environmental Laborers - Nuclear, Radiation, Toxic and
Hazardous Waste - Level C, Forklift Operators for Masonry,
Form Setters, Green Concrete Cutting, Hand Operated Grouter
and Grinder Machine Operator, Jack Hammers, Lead Paint
Abatement, Pavement Breakers, Paving Joint Machine, Pipe
Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion,
Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole
Diggers, Precast Manhole Setters, Walk-behind Tampers, Walk-
behind Trenchers, Sand Blasters, Concrete Chippers, Surface
Grinders, Vibrator Operators, Wagon Drillers

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

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

PAINTER

All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07

PLUMBER.....	\$ 22.52	7.80
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POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 29.95	14.40
Group 2.....	\$ 29.95	14.40
Group 3.....	\$ 27.26	14.40
Group 4.....	\$ 26.96	14.40

GROUP 1: Auto Patrol, Batcher Plant, Bituminous Paver, Cable-
Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete

TRUCK DRIVER

Driver (3 Tons and Over), Driver (Truck Mounted Rotary Drill).....	\$ 23.74	14.50
Driver (3 Tons and Under), Tire Changer and Truck Mechanic Tender.....	\$ 23.53	14.50
Driver (Semi-Trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....	\$ 23.40	14.50
Driver on Mixer Trucks (All Types).....	\$ 23.45	14.50
Driver on Pavement Breakers.	\$ 23.55	14.50
Driver, Euclid and Other Heavy Earth Moving Equipment and Low Boy.....	\$ 24.31	14.50
Driver, Winch Truck and A- Frame when used in Transporting Materials.....	\$ 23.30	14.50
Greaser on Greasing Facilities.....	\$ 24.40	14.50
Truck Mechanic.....	\$ 23.50	14.50
Truck Tender and Warehouseman.....	\$ 23.20	14.50

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN 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 Lawrence County.

PART IV
INSURANCE

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

PART V
BID ITEMS

PROPOSAL BID ITEMS

202169

Page 1 of 3

Report Date 10/27/20

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	314.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	4.10	TON		\$	
0030	00103		ASPHALT SEAL COAT	.50	TON		\$	
0040	00214		CL3 ASPH BASE 1.00D PG64-22	155.00	TON		\$	
0050	00356		ASPHALT MATERIAL FOR TACK	.10	TON		\$	
0060	00388		CL3 ASPH SURF 0.38B PG64-22	114.00	TON		\$	
0070	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0080	02677		ASPHALT PAVE MILLING & TEXTURING	102.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0090	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	5.00	EACH		\$	
0100	02230		EMBANKMENT IN PLACE (US 23 - HSIP)	80.00	CUYD		\$	
0110	02369		GUARDRAIL END TREATMENT TYPE 2A	1.00	EACH		\$	
0120	02381		REMOVE GUARDRAIL	365.00	LF		\$	
0130	02391		GUARDRAIL END TREATMENT TYPE 4A	1.00	EACH		\$	
0140	02562		TEMPORARY SIGNS (US 23 - HSIP)	184.90	SQFT		\$	
0150	02585		EDGE KEY	31.30	LF		\$	
0160	02604		FABRIC-GEOTEXTILE CLASS 1A	611.00	SQYD		\$	
0170	02650		MAINTAIN & CONTROL TRAFFIC (US 23 - HSIP)	1.00	LS		\$	
0180	02653		LANE CLOSURE (US 23 - HSIP)	1.00	EACH		\$	
0190	02671		PORTABLE CHANGEABLE MESSAGE SIGN (US 23 - HSIP)	2.00	EACH		\$	
0200	02696		SHOULDER RUMBLE STRIPS	920.00	LF		\$	
0210	02726		STAKING (US 23 - HSIP)	1.00	LS		\$	
0220	02775		ARROW PANEL	1.00	EACH		\$	
0230	06542		PAVE STRIPING-THERMO-6 IN W	1,840.00	LF		\$	
0240	06569		PAVE MARKING-THERMO CROSS-HATCH (WHITE)	204.20	SQFT		\$	
0250	06574		PAVE MARKING-THERMO CURV ARROW	2.00	EACH		\$	
0260	06576		PAVE MARKING-THERMO ONLY	1.00	EACH		\$	
0270	21289ED		LONGITUDINAL EDGE KEY	770.00	LF		\$	
0280	21415ND		EROSION CONTROL (US 23 - HSIP)	1.00	LS		\$	
0290	21802EN		G/R STEEL W BEAM-S FACE (7 FT POST)	400.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
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PROPOSAL BID ITEMS

202169

Page 2 of 3

Report Date 10/27/20

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0300	00001		DGA BASE (KY 1)	10.00	TON		\$	
0310	01310		REMOVE PIPE (13 FOOT DIAMETER)	10.00	LF		\$	
0320	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	3.00	EACH		\$	
0330	02165		REMOVE PAVED DITCH	15.00	SQYD		\$	
0340	02200		ROADWAY EXCAVATION (US 23 - ER)	192.00	CUYD		\$	
0350	02351		GUARDRAIL-STEEL W BEAM-S FACE	75.00	LF		\$	
0360	02371		GUARDRAIL END TREATMENT TYPE 7	2.00	EACH		\$	
0370	02381		REMOVE GUARDRAIL (US 23 - ER)	75.00	LF		\$	
0380	02483		CHANNEL LINING CLASS II (REPLACE PAVED DITCH)	20.00	TON		\$	
0390	02484		CHANNEL LINING CLASS III	936.00	TON		\$	
0400	02488		CHANNEL LINING CLASS IV (KY 1)	600.00	CUYD		\$	
0410	02562		TEMPORARY SIGNS	150.00	SQFT		\$	
0420	02562		TEMPORARY SIGNS (US 23 - ER)	126.90	SQFT		\$	
0430	02603		FABRIC-GEOTEXTILE CLASS 2	396.00	SQYD		\$	
0440	02603		FABRIC-GEOTEXTILE CLASS 2 (KY 1)	333.00	SQYD		\$	
0450	02625		REMOVE HEADWALL	1.00	EACH		\$	
0460	02650		MAINTAIN & CONTROL TRAFFIC (KY 1)	1.00	LS		\$	
0470	02650		MAINTAIN & CONTROL TRAFFIC (US 23 - ER)	1.00	LS		\$	
0480	02653		LANE CLOSURE (US 23 - ER)	1.00	EACH		\$	
0490	02671		PORTABLE CHANGEABLE MESSAGE SIGN (US 23 - ER)	2.00	EACH		\$	
0500	02726		STAKING (US 23 - ER)	1.00	LS		\$	
0510	02775		ARROW PANEL (US 23 - ER)	1.00	EACH		\$	
0520	06550		PAVE STRIPING-TEMP REM TAPE-W	1,250.00	LF		\$	
0530	06585		PAVEMENT MARKER TY IVA-MW TEMP	50.00	EACH		\$	
0540	08003		FOUNDATION PREPARATION	1.00	LS		\$	
0550	20257NC		SITE PREPARATION (KY 1)	1.00	LS		\$	
0560	20257NC		SITE PREPARATION (US 23 CULVERT REPLACEMENT)	1.00	LS		\$	
0570	21415ND		EROSION CONTROL (KY 1)	1.00	LS		\$	
0580	21415ND		EROSION CONTROL (US 23 - ER)	1.00	LS		\$	
0590	21554EN		EXCAVATION (KY 1)	400.00	CUYD		\$	
0600	24423EC		TEMPORARY SHORING	1.00	LS		\$	
0610	25094ES612		STEEL STRUCTURAL PLATE PIPE 13 FOOT DIAMETER	24.00	LF		\$	
0620	25095EC		STRUCTURAL PLATE PIPE INVERT PAVING	28.00	SQYD		\$	

202169

PROPOSAL BID ITEMS

Page 3 of 3

Report Date 10/27/20

Section: 0004 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0630	02569		DEMOBILIZATION	1.00	LS		\$	