

CALL NO. 206
CONTRACT ID. 214107
FAYETTE COUNTY

FED/STATE PROJECT NUMBER <u>121GR21T003-HSIP</u>

DESCRIPTION IMPROVEMENTS AT VARIOUS INTERSECTIONS IN FAYETTE

COUNTY

WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN

PRIMARY COMPLETION DATE 11/15/2021

LETTING DATE: April 23,2021

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN DAYLIGHT TIME April 23,2021. Bids will be publicly announced at 10:00 am EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

TABLE OF CONTENTS

PART I SCOPE OF WORK

- PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES
- CONTRACT NOTES
- FEDERAL CONTRACT NOTES
- NATIONAL HIGHWAY
- ASPHALT MIXTURE
- DGA BASE
- COMPACTION OPTION B
- SPECIAL NOTE(S) APPLICABLE TO PROJECT
- LIQUIDATED DAMAGES
- WASTE AND BORROW SITES
- COORDINATION OF WORK WITH OTHER CONTRACTS
- ASPHALT MILLING AND TEXTURING
- TYPICAL SECTION DIMENSIONS
- SIDEWALK RAMPS & DETECTABLE WARNINGS
- TRAFFIC CONTROL PLAN
- TRAFFIC SIGNAL LOOP DETECTORS
- RIGHT OF WAY CERTIFICATION
- UTILITY IMPACT & RAIL CERTIFICATION NOTES
- MATERIAL SUMMARY
- DETAIL SHEET(S)

PART II SPECIFICATIONS AND STANDARD DRAWINGS

- SPECIFICATIONS REFERENCE
- SUPPLEMENTAL SPECIFICATION
- [SN-11M] BARCODE LABEL ON PERMANENT SIGNS
- 2020 STANDARD DRAWINGS THAT APPLY

PART III EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

- FEDERAL-AID CONSTRUCTION CONTRACTS FHWA 1273
- NONDISCRIMINATION OF EMPLOYEES
- EXECUTIVE BRANCH CODE OF ETHICS
- PROJECT WAGE RATES LOCALITY 3 / FEDERAL
- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO FAYETTE

PART IV INSURANCE

PART V BID ITEMS

PART I SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 214107 121GR21T003-HSIP

COUNTY - FAYETTE

PCN - 0703400252001 HSIP 8610 (005)

GEORGETOWN RD (US 25) (MP 17.665) IMPROVEMENTS AT THE INTERSECTION OF GEORGETOWN RD (US 25) AND CITATION BLVD (MP 17.735), A DISTANCE OF 0.07 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 07-09006.40.

GEOGRAPHIC COORDINATES LATITUDE 38:05:46.00 LONGITUDE -84:30:47.90

PCN - 0703400272002 HSIP 8547 (010)

NORTH BROADWAY (US 27) (MP 7.810) IMPROVEMENTS AT THE INTERSECTION OF NORTH BROADWAY (US 27) AND W LOUDON AVE (MP 7.964)ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 07-09006.10.

GEOGRAPHIC COORDINATES LATITUDE 38:03:35.20 LONGITUDE -84:29:03.60

PCN - 0703400272005 HSIP 0272 (120)

NORTH BROADWAY (US 27) (MP 9.547) IMPROVEMENTS AT THE INTERSECTION OF US 27 AND HAGGARD LANE (MP 9.929), A DISTANCE OF 0.38 MILES.SIGNS-LIGHTING-SIGNALS SYP NO. 07-09012.70. GEOGRAPHIC COORDINATES LATITUDE 38:04:26.50 LONGITUDE -84:27:33.10

PCN - 0703445242001 HSIP 9010 (409)

MAN O WAR BLVD (CS 4524) (MP 1.169) IMPROVEMENTS AT THE INTERSECTION OF MAN O WAR BLVD (CS 4524) AND PARKERS MILL RD (MP 1.369), A DISTANCE OF 0.20 MILES.SIGNS-LIGHTING-SIGNALS SYP NO. 07-09006.60.

GEOGRAPHIC COORDINATES LATITUDE 38:01:42.60 LONGITUDE -84:35:01.50

COMPLETION DATE(S):

COMPLETED BY 11/15/2021 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

Bidder must use the Department's 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

FAYETTE COUNTY 121GR21T003-HSIP

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

- 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 <u>signed and notarized</u> Affidavit of Subcontractor Payment (<u>TC 18-7</u>) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 days of being paid by the Cabinet.

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

***** IMPORTANT *****

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

Office of Civil Rights and Small Business Development 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 <u>Cargo Preference Act – Use of United States-flag vessels.</u>

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

FAYETTE COUNTY 121GR21T003-HSIP

NATIONAL HIGHWAY

Be advised this project 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.

Contract ID: 214107

Page 16 of 170

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

CAUTION

The information in this proposal and shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw 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 the following stations:

- North Broadway (US 27) MP 7.853 at West Loudon: A station number which is STA 414+64 which is
 the intersection of North Broadway and West Loudon in Fayette County. Milepoints were established
 from a Milepoint which is MP 7.853 along North Broadway at the intersection of North Broadway and
 West Loudon.
- Georgetown Road (US 25) MP 17.695 at Citation Boulevard: A station number which is STA 934+30 which is the intersection of Georgetown Road and Citation Boulevard in Fayette County. Milepoints were established from a Milepoint which is MP 17.695 along Georgetown Road at the intersection of Georgetown Road and Citation Boulevard.
- Man O War (CS 4524) MP 1.269 at Parkers Mill Road: A station number which is STA 67+00 which is
 the intersection of Man O War Boulevard and Parkers Mill Road in Fayette County. Milepoints were
 established from a Milepoint which is MP 1.269 along Man O War Boulevard at the intersection of Man
 O War and Parkers Mill Road.
- North Broadway (US 27) MP 9.597 at Haggard Lane: A station number which is STA 494+00 which is
 the intersection of US 27 and Haggard Lane in Fayette County. Milepoints were established from a
 Milepoint which is MP 9.597 along New Circle Road at the intersection of New Circle Road and
 Russell Cave Road. A station number for Haggard Lane at this intersection is STA 50+00.

The existing mile marker signs may not correspond to the proposed work locations.

ON-SITE INSPECTION

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

RIGHT OF WAY LIMITS

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

General Notes
Page 2 of 3

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.

DESCRIPTION OF WORK

North Broadway (US 27) at West Loudon: Work at this intersection will consist of milling and resurfacing the north leg of North Broadway and installing standard barrier median, Pexco City Post Markers, signage, thermoplastic striping and pavement markings, and installing supplemental signal heads. Work on West Loudon includes thermoplastic striping.

Georgetown Road (US 25) at Citation Boulevard: Work at this intersection will consist of reshaping the median nose on Citation Boulevard, adding lane extension markings, and installing supplemental signal heads.

Man O War (CS 4524) at Parkers Mill Road: Work at this intersection will consist of installing signal heads with reflective backplates, thermoplastic striping, pavement marking, and cross-hatching, signing, and constructing ADA ramps. Prior to beginning the ADA ramp work, the Engineer must be consulted to determine the final ramp type, layout, and quantities. Removal of existing signal heads will be paid under the bid item "Remove Signal Equipment."

North Broadway (US 27) at Haggard Ln: Work at this intersection will consist of installing signal heads with reflective backplates at Haggard Lane and the two I-75 ramps and North Broadway, installing lane separator curb and striping on Haggard Lane, and standard barrier median and a new sign along North Broadway. Removal of existing signal heads will be paid under the bid item "Remove Signal Equipment."

Lane Separator Curb. There are two different lane separator curb systems designated within this proposal. These systems have a specific use and shall not be replaced with a different system. The contractor shall install the specified lane separator curb system. Refer to each special note for these systems for more information. Special note for Qwick Curb Median Separator and Pexco City Post (Embedded Anchor Cup).

Tubular Markers. The Pexco City Post Embedded Anchor Cup system has been specified for supplemental delineation of the standard Barrier Median. No substitute will be allowed. Refer to Special Note for Tubular Markers – Pexco City Post (Embedded Anchor Cup).

FAYETTE COUNTY 121GR21T003-HSIP Contract ID: 214107 Page 19 of 170

General Notes
Page **3** of **3**

Remove Signal Equipment. Any existing traffic signal material or equipment associated with the proposed work that is no longer needed shall also be disposed of by the contractor and paid under the bid item REMOVE SIGNAL EQUIPMENT. Removal items may generally include but not be limited to the following existing signal heads, pedestrian detectors, countdown signals, etc..

SPECIAL NOTE FOR STAKING

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

- 1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
- 2. 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. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks of notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.
- 4. 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.

Staking Page 2 of 2

- 5. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the Layout for all Lane Separator Curb systems; including Pexco City Post (Embedded Anchor Cup), Pexco FG 300, and Qwick Kurb brand. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing Lane Separator Curb systems.
- 6. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
- 7. Perform any and all other staking operations required to control and construct the work.

SPECIAL NOTE FOR QWICK CURB MEDIAN SEPARATOR

I. DESCRIPTION

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

(1) Maintaining and Controlling Traffic; (2) Installing Qwick Kurb® brand lane separator curb; and (3) All other work specified in the Contract.

II. MATERIALS

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

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Lane Separator Curb. Furnish Qwick Kurb® brand lane separator curb guidance system that includes modular longitudinal curb sections and transition end sections, and delineator posts/panels. The longitudinal units of the system shall interface with each other to form a continuous longitudinal channelizing system. The design of the system shall allow a radius or curve as needed by roadway geometry. The complete system shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. System color shall match the adjacent pavement marking color.
 - **a.** Longitudinal Units. The longitudinal units shall have a mountable design to allow for emergency vehicle crossovers. The longitudinal units shall be designed to allow for cross drainage under the units. Individual units of the system shall have a minimum length of 40 inches, maximum height of 4 inches and maximum width of 12 inches. The longitudinal base shall include retroreflective markings to match the system color. At least one upright post is required for each longitudinal curb unit.
 - b. Upright Posts. Upright posts shall be a minimum of 26 inches in height and a minimum of 2 inches in width. Upright posts are to be uniformly spaced at intervals no greater than 44 inches along the system. Post color should match the longitudinal curb unit and adjacent pavement marking color. Each post shall have retroreflective markings of color matching the post, longitudinal system, and adjacent pavement marking. Upright posts should be easily replaceable under traffic conditions and shall be fabricated to withstand repeated impacts and return to a complete upright position with minimal maintenance to the unit.

Qwick Curb Median Separator Page 2 of 2

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform site preparation only as approved, or directed, by the Engineer.
- **C. Lane Separator Curb.** Assemble and fasten the lane separator curb system to the underlying pavement or bridge deck according to the manufacturer's recommendations.
- **D. Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- **E. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
- C. Lane Separator Curb. The Department will measure Qwick Kurb® brand lane separator curb in Linear Feet.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Lane Separator Curb. The Department will make payment for the completed and accepted quantities under the bid item "Qwick Curb Median Separator." Payment at the Contract unit price per linear foot shall be full compensation for furnishing all materials, equipment, tools, hardware, labor, and incidentals necessary to properly install the Qwick Kurb® brand lane separator curb according to the manufacturer's installation instructions, these notes, and/or as directed by the Engineer.

SPECIAL NOTE FOR TUBULAR MARKINGS – PEXCO CITY POST (EMBEDDED ANCHOR CUP)

I. DESCRIPTION

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

(1) Maintaining and Controlling Traffic; (2) Installing Pexco City Post (Embedded Anchor Cup); and (3) All other work specified in the Contract.

II. MATERIALS

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

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Tubular Markers. Furnish Pexco City Post Embedded Anchor Cup Tubular Marker which includes delineator posts/panels, adhesive shield, rubber gasket, and anchor cup. The complete system shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. System color shall match the adjacent pavement marking color.
 - **a. Upright Posts.** Upright posts shall be <u>18</u> inches in height and 3 inches in diameter. Upright posts are to be uniformly spaced according the plan sheets. Post color should match the adjacent pavement marking color. Each post shall have retroreflective sheeting "double wrap" of color matching the post and adjacent pavement marking. Upright posts should be easily replaceable under traffic conditions and shall be fabricated to withstand repeated impacts and return to a complete upright position with minimal maintenance to the unit.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Site Preparation. Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform site preparation only as approved, or directed, by the Engineer.
- C. Pexco City Post Embedded Anchor Cup. Install the tubular marker system according to the manufacturer's recommendations and plan sheets.

Lane Separator Curb Page 2 of 2

- **D. Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- **E. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
- **C.** Lane Separator Curb. The Department will measure Pexco City Post Embedded Anchor Cup as EACH.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Tubular Markers. The Department will make payment for the completed and accepted quantities under the bid item "Tubular Markers (Pexco City Post Embedded Anchor Cup). Payment at the Contract unit price of EACH shall be full compensation for furnishing all materials, equipment, tools, hardware, labor, and incidentals necessary to properly install the Pexco City Post Embedded Anchor Cup according to the manufacturer's installation instructions, these notes, and/or as directed by the Engineer.

SPECIAL NOTE FOR NON-TRACKING TACK COAT

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

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

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

2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. As required by the manufacturer, ensure the spray bar is equipped with #1 or #2 ¼" V-slot Etnyre nozzles. Other nozzles are not acceptable. Arrange the nozzles in the following patterns from left to right:

Nozzle number(s)	Activity	Orientation						
1	On	Vertical						
2	Off	-						
3	On	Horizontal						
4 & 5	Off	-						
6	On	Horizontal						
Continue 2 off and 1 on pattern through rest of spray bar system.								

Ensure the bar can be raised to between 14 and 18" from the roadway.

2.3 Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

3. CONSTRUCTION.

- 3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.
- Non-tracking Tack Application. Ensure the roadway temperature is a minimum of $40\,^{\circ}\text{F}$ and rising during the application of the tack. This material is not suitable for use in colder temperatures. Prior to applying the tack, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between $170-180\,^{\circ}\text{F}$. After initial heating to between $170-180\,^{\circ}\text{F}$, the material may be sprayed between $165\,^{\circ}\text{F}$ and $180\,^{\circ}\text{F}$. Do not apply outside this temperature range. Apply material at a rate of $0.50\,$ pounds $(0.06\,$ gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. If full coverage is not achieved, material application rate may be increased to ensure full coverage. Do not heat material more than twice in one day.
- 3.3 Non-tracking Tack Certification. Furnish the tacks certification to the Engineer stating the material conforms to all requirements herein prior to use.
- 3.4 Sampling and Testing. The Department will require a sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.
- 4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the adhesive. The Department will consider all such items incidental to the non-tracking tack.
- 5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

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

CodePay ItemPay Unit24970ECAsphalt Material for Tack Non-TrackingTon

April 30, 2018

SPECIAL NOTE FOR EROSION CONTROL

I. DESCRIPTION

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

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

II. MATERIALS

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

III. CONSTRUCTION

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

Erosion Control Page 2 of 4

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

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

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

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

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

The use of Temporary Mulch is encouraged.

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

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

Erosion Control Page 3 of 4

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.

Erosion Control Page 4 of 4

> 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 SIGNAGE

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

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

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

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

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

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

SPECIAL NOTE FOR SIGNING

I. DESCRIPTION

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

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

II. MATERIALS

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

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

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform all site preparation only as approved, or directed, by the Engineer.
- C. Staking. See Special Note for Staking.
- **D. Signs and Posts.** Before beginning installation, the Contractor shall furnish to the Engineer drawings, descriptions, manufacturer's cuts, etc. covering all material to be used. Mill test reports for beams, steel panels, and each different gauge of aluminum or steel sheeting used must be submitted to the Division of Construction and approved prior to erection.

Fabricate sheet signs from .080 or .125 gauge aluminum alloy 5052-H38 or 6061-T6, in accordance with ASTM B-209, and to the size and shape specified. Prepare the side of the sheet to be used as the sign face to receive the retroreflective background material

Signing Page 2 of 6

according to the recommendations of the sheeting and retroreflective material manufacturer(s). Sheeting used as background material for sign faces is to be the color specified and visually in accordance with the standard requirements of ASTM D-4956, and meet the requirements of Section 830 of the Standard Specifications. Contrary to Section 830.02.06, only the types and colors of sheeting as specified in the proposal will be accepted. All retroreflective material shall be fabricated and assembled in accordance with the specifications and/or recommendations of the manufacturer(s).

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

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

When listed in the summaries, Reflective Sign Post Panels shall be 2" wide x 60" tall (or 84" tall for urban installations) and shall have three 3/8" holes (one hole in the top 3", one hole near the center, and one hole in the bottom 3") that align with the holes on the Type I

Signing Page 3 of 6

steel post. Sheeting for the Reflective Sign Post Panels shall be the same Type and color as the sign installed on the post. Examples include:

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

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

All sign blanks shall be hole punched by the manufacturer for either horizontal or vertical installation. Attach all aluminum sheeting signs to square post with 3/8" all steel rivets and nylon washers.

Post will be attached to the anchor with 5/16" corner bolts and 5/16" flanged nuts, and all post and anchor cuts shall be treated with a Cold Galvanizing Compound spray.

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

- **E. Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- F. Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs due to the Contractor's operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.

Signing Page 4 of 6

- **G. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if preapproved by the Engineer.
- **H. Control.** Perform all work under the absolute control of the Department. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces, and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

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

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

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Site Preparation. Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.

Signing Page 5 of 6

- C. Signs. The Department will measure the finished in-place area of signs in Square Feet.
- **D. Sign Posts.** The Department will measure the finished in-place length of sign posts in Linear Feet, from the top of the anchor, or top of the sign support, to the top of the sign post. Laps, cutoffs, excess, and waste will NOT be measured for payment.
- **E.** Type D Breakaway Sign Supports. The Department will measure Type D sign supports as Each support installed.
- **F. Type D Surface Mounts.** The Department will measure Type D Surface Mounts as Each surface mount installed.
- **G.** Class A Concrete for Signs. The Department will measure the Class A Concrete used in conjunction with Type D breakaway sign support installations in Cubic Yards. Any concrete that is required as backfill due to hitting rock during a standard installation shall be incidental to the bid item STEEL POST TYPE I, and soil stabilizers will not be required.
- **H.** Clean Up, Disposal of Waste, Final Dressing, Seeding and Protection. The Department will NOT measure for payment the following activities: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental. Seeding and Protection shall be measured according to Section 212.
- I. Erosion Control. See Special Note for Erosion Control.
- **J. Remove Sign.** The Department will consider all signs attached to one or more connected posts as a single sign. The Department will measure as Each sign assembly removed and NOT each individual sign removed.
- **K. Items Provided by KYTC.** The Department will NOT measure for payment the installation of signs and/or surface mounts provided by KYTC. These activities shall be incidental to the bid item STEEL POST TYPE I.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Signs.** The Department will make payment for the completed and accepted quantities under the bid item SBM ALUM SHEET SIGNS .125 IN or .080 IN. The Department will consider payment full compensation for all work and incidentals necessary to install the signs, as required by these notes and the details found elsewhere in the proposal, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.

Signing Page 6 of 6

- C. Sign Posts. The Department will make payment for the completed and accepted quantities under the bid item STEEL POST TYPE I. The Department will consider payment full compensation for all work and incidentals necessary to install the sign posts as required by these notes and the details found elsewhere in the proposal.
- **D.** Type D Breakaway Sign Supports. The Department will make payment for the completed and accepted quantities under the bid item GMSS TYPE D. The Department will consider payment full compensation for all work and incidentals necessary to install the Type D breakaway sign supports as required by Standard Drawing RGX-065, current edition.
- **E. Type D Surface Mounts.** The Department will make payment for the completed and accepted quantities under the bid item GMSS TYPE D (SURFACE MOUNT). The Department will consider payment full compensation for all work and incidentals necessary to install the Type D surface mounts according to all applicable manufacturer requirements.

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

- **F.** Class A Concrete for Signs. The Department will make payment for the completed and accepted quantities, used in conjunction with Type D breakaway sign support installations, under the bid item CLASS A CONCRETE FOR SIGNS. The Department will consider payment full compensation for all work and incidentals necessary to install the concrete as required by Standard Drawing RGX-065, current edition.
- **G. Remove Sign.** The Department will make payment for the completed and accepted quantities under the bid item REMOVE SIGN. The Department will consider payment full compensation for all work and incidentals necessary to remove the existing signs, posts, anchors, and any other sign material or hardware, from the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- H. Erosion Control. See Special Note for Erosion Control.

SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES

The ultimate fixed completion date for this project will be **November 15, 2021.** Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

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

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

FAYETTE COUNTY 121GR21T003-HSIP

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

COORDINATION OF WORK WITH OTHER CONTRACTS

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

1-3193 Coordination Contracts 01/02/2012

FAYETTE COUNTY 121GR21T003-HSIP

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

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

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

FAYETTE COUNTY 121GR21T003-HSIP

Contract ID: 214107 Page 44 of 170

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

SPECIAL NOTE FOR SIDEWALK RAMPS & DETECTABLE WARNINGS

GENERAL

Unless otherwise stated in the contract, or as directed by or with prior approval from the Engineer, construct Sidewalk Ramps and Detectable Warnings in accordance with Sections 505 and 720; Supplemental Specifications; Standard Drawings RGX-040-03, RPM-150-08, RPM-152-08, RPM-170-09, and RPM-172-07; current editions, as applicable. In lieu of the Detectable Warnings shown on Standard Drawing RGX-040-03, the Department will also allow the use of any Detectable Kentucky Product Warnings listed Phase XI on the Evaluation (http://www.ktc.uky.edu/kytc/kypel/allevaluations.php). For Detectable Warnings as shown on Standard Drawing RGX-040-03, saw cut existing sidewalks, curb and gutter, and pavement, if present, as shown on the detail and reconstruct sidewalk ramps with detectable warnings as directed or approved by the Engineer. For Detectable Warnings from the Kentucky Product Evaluation List, install according to the manufacturer's recommendations. Unless specified otherwise in the Contract, construct sidewalk with 4" nominal minimum required thickness; however, if the existing sidewalk thickness is found to be greater or less than the thickness specified, transition the thickness as directed by the Engineer.

Except as required by the work, do not disturb drainage pipe, catch basins, and other roadway features, appurtenances and installations. Restore any roadway features, appurtenances, and installations damaged by the work in like kind materials and design at no additional cost to the Department. Dispose of all 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).

MEASUREMENT & PAYMENT

SIDEWALK RAMPS – The Department will measure Sidewalk Ramps in accordance with Section 505.04.01 and Standard Drawing RPM-170-09, current editions; however, contrary to Sections 505.04.05 and 505.04.06, the Department will not measure Roadway Excavation or Embankment in Place, but shall be incidental to the Sidewalk. Accept payment at the Contract unit price per square yard as full compensation for all labor, materials, equipment, and incidentals required for removal and disposal of existing sidewalk and curb and gutter, excavation and embankment, construction of the sidewalk ramps, reconstruction of the adjacent curb and/or sidewalk as necessary to install the sidewalk ramps, and restoration of disturbed features in accordance with these notes or as directed by the Engineer.

DETECTABLE WARNINGS – The Department will measure Detectable Warnings in accordance with Section 505.04.04 and Standard Drawings RGX-040-03 and RPM-170-09, current editions. The Department will make payment according to Section 505.05.

HANDRAIL – The Department will measure and make payment for Handrail in accordance with Section 720.05 and Standard Drawing RPM-172-07, current editions.

1-3791 Sidewalk Ramps Pay SY 06/10/2016

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

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

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

PROJECT PHASING & CONSTRUCTION PROCEDURES

At locations with three or more lanes, maintain at least one lane of traffic in each direction at all times during construction. At locations with two lanes, 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 scene, make provisions for the passage of the school bus or emergency vehicle as quickly as possible.

No lane closures will be allowed on the following dates and/or hours:

Normal Workday Hours

Monday-Friday 6:00 am - 7:00 pm, daily

Holidays

Easter Weekend Friday, April 10, 2020 – Sunday, April 12, 2020 Memorial Day Weekend Friday, May 22, 2020 – Monday, May 25, 2020 Independence Day Weekend Friday, July 3, 2020 – Sunday, July 5, 2020

Labor Day Weekend Friday, September 4, 2020 – Monday, September 7, 2020

Thanksgiving Weekend Wednesday, November 25, 2020 – Monday, November 30, 2020

Christmas and New Year's Thursday, December 24, 2020 – Sunday, January 3, 2021

Easter Weekend Friday, April 2, 2021 – Sunday, April 4, 2021 Memorial Day Weekend Friday, May 28, 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

KHSAA Boys and Girls State Basketball Tournament

UK Basketball Home games.

At the discretion of the Engineer, additional days and hours may be specified when lane and/or road closures will not be allowed due to unforeseen events.

Traffic Control Plan Page 2 of 9

The Engineer may permit minor operations that do not require a lane closure and cause little disruption to traffic between the hours of 9:00 a.m. to 3:00 p.m.

The Department will provide public notification regarding approved lane closures. The Engineer must be notified 2 weeks prior to any lane closure. Notify the Engineer immediately and obtain approval of any deviations from the previously approved closure schedule. Liquidated Damages in the amount of \$1,000 per hour will be assessed for each hour or fraction of an hour that a lane closure is in place outside of an approved time period.

LANE CLOSURES

Do not leave lane closures in place during non-working hours or prohibited periods, unless otherwise approved by the Engineer. No long term lane closures (more than 3 days) will be allowed; therefore, lane closures will not be measured for payment.

TEMPORARY SIGNS

Temporary 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. Temporary signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, only long-term temporary signs (temporary signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term temporary signs (temporary signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

CHANGEABLE MESSAGE SIGNS

Provide changeable message signs at locations determined by the Engineer. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 8 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure for payment any replacements for damaged Changeable Message Signs or any changeable message signs the Engineer directs to be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

Traffic Control Plan Page 3 of 9

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.

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.

Traffic Control Plan Page 4 of 9

PAVEMENT EDGE DROP-OFFS

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

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

Less than 2" - No protection required.

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

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

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

THERMOPLASTIC INTERSECTION MARKINGS

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

Traffic Control Plan Page 5 of 9

USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

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

Application

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

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

CMS should not be used for:

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

Traffic Control Plan Page 6 of 9

Messages

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

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

Placement

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

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

Traffic Control Plan Page 7 of 9

Standard Abbreviations

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

Word	Abbrev	Example
Access	ACCS	ACCIDENT AHEAD/ USE ACCS RD NEXT RIGHT
Alternate	ALT	ACCIDENT AHEAD/ USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/ DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/ MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/ USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/ USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/ MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/ USE I275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/ EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/ DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/ PREPARE TO STOP
Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/ DETOUR EXIT 10
Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/ DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ ALL TRAF EXIT 25
Highway	HWY	ACCIDENT ON AA HWY/ EXPECT DELAYS
Hour	HR	ACCIDENT ON AA HWY/ 2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
Interstate	I	E-BND I64 CLOSED/ DETOUR EXIT 20
Lane	LN	LN CLOSED MERGE LEFT
Left	LFT	LANE CLOSED MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/ SLOW
Major	MAJ	MAJ DELAYS 175/ USE ALT RTE
Mile	MI	ACCIDENT 3 MI AHEAD/ USE ALT RTE
Minor	MNR	ACCIDENT 3 MI MNR DELAY
Minutes	MIN	ACCIDENT 3 MI/ 30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/ USE 1275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
Prepare	PREP	ACCIDENT 3 MI/ PREP TO STOP
Right	RGT	EVENT PKING NEXT RGT
Road	RD	HAZMAT IN RD/ ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/ POSSIBLE DELAYS
Route	RTE	MAJ DELAYS 175/ 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

Traffic Control Plan Page 8 of 9

Standard Abbreviations (cont)

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

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NO USE THESE ABBREVIATIONS:

<u>Abbrev</u>	Intended Word	Word Erroneously Given
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	<u>Action</u>
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

Traffic Control Plan Page 9 of 9

Typical Messages (cont)

Reason/Problem **Action** 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 STOP XX MILES LEFT LANE CLOSED LEFT LANE NARROWS **TUNE RADIO 1610 AM LEFT 2 LANES CLOSED USE NN ROAD** LEFT SHOULDER CLOSED **USE CENTER LANE USE DETOUR ROUTE** LOOSE GRAVEL USE LEFT TURN LANE MEDIAN WORK XX MILES MOVING WORK ZONE, WORKERS IN ROADWAY **USE NEXT EXIT** NEXT EXIT CLOSED **USE RIGHT LANE** NO OVERSIZED LOADS WATCH FOR FLAGGER

NO PASSING NO SHOULDER ONE LANE BRIDGE PEOPLE CROSSING RAMP CLOSED

RAMP (SLIPPERY, ICE, ETC.) RIGHT LANE CLOSED RIGHT LANE NARROWS RIGHT SHOULDER CLOSED

ROAD CLOSED

ROAD CLOSED XX MILES ROAD (SLIPPERY, ICE, ETC.)

ROAD WORK

ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)

ROAD WORK XX MILES

SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)

NEW SIGNAL XX MILES

SLOW 1 (OR 2) - WAY TRAFFIC

SOFT SHOULDER

STALLED VEHICLES AHEAD

TRAFFIC BACKUP TRAFFIC SLOWS

TRUCK CROSSING

TRUCKS ENTERING

TOW TRUCK AHEAD

UNEVEN LANES

WATER ON ROAD

WET PAINT

WORK ZONE XX MILES

WORKERS AHEAD

SPECIAL NOTE FOR TRAFFIC SIGNAL LOOP DETECTORS

- 1.0 DESCRIPTION. Be advised that there are existing traffic signal loop detectors within the construction limits of this project. Except as specified herein, perform traffic signal loop replacement in accordance with the Department's Standard/Supplemental Specifications, Special Provisions, Special Notes, and Standard/Sepia Drawings, current editions and as directed by the Engineer. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for replacement of traffic signal loop installation(s) and all other work specified as part of this contract.
 - 1.1 Pre-bid Requirements. Conform to Subsection 723.03.17
- **2.0 MATERIALS.** Except as specified herein, furnish materials in accordance with Subsection 732.02 and Section 835. Provide for materials to be sampled and tested in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in this Special Note.
 - 2.1 Maintain and Control Traffic. See Traffic Control Plan.
 - **2.2** Sand. Furnish natural sand meeting the requirements of Subsection 804.04.01.
 - **2.3 Seeding.** Furnish Seed Mix Type I.
- **2.4** Loop Saw Slot and Fill. Furnish loop sealant, backer rod, and non-shrink grout according to the Saw Slot Detail.
- **2.5 Junction Boxes.** Furnish junction box type B, #57 aggregate, and geotextile filter type IV according to junction box detail.
- **2.6** Cable No. 14/1 Pair (Lead-in). Furnish cable that is specified in Section 835. Cable shall be ran splice free. This shall include splice kits to connect to the loop wire.
- **2.7** Conduit. Furnish and install appropriate conduit from transitions to the roadway, junction boxes and poles. See details below.
- **3.0 CONSTRUCTION.** Except as specified herein, install and test Traffic Signal Loop Detectors in accordance with Section 723 and the drawings.
 - **3.1 Testing.** Conform to Subsection 723.03.17 (A)
 - **3.2** Coordination. Conform to Subsection 723.03.17 (B)
 - **3.3 Connection.** Conform to Subsection 723.03.17 (C)
 - 3.4 Maintain and Control Traffic. See Traffic Control Plan.
 - **3.5 Milling.** Conform to Subsection 723.03.17 (F)
 - **3.6** Loop Saw Slot and Fill. Conform to Subsection 723.03.13 (A).

Traffic Signal Loop Detectors Page 2 of 8

- **3.7 Backfilling and Disturbed Areas.** Conform to Subsection 723.03.11.
- **3.8 Removal.** Conform to Subsection 723.03.16.
- **3.9 Property/Roadway Damage.** Conform to Subsection 723.03.17 (J).
- **3.10 Right-of-Way Limits.** Conform to Subsection 723.03.17 (K).
- **3.11** Utility Clearance. Conform to Subsection 716.03.01.
- **3.12 Control.** 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 permit other contractors, state forces, public utility companies, and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with each other's work will be reduced to a minimum. The Contractor agrees to make no claims against the Department for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to ensure the completion of the work in general harmony and in a satisfactory manner, and the Engineer's decision shall be final and binding upon the Contractor.
 - **3.13 Bore and Jack**. Conform to Subsection 723.03.06 (I).
 - **3.14 Open Cut Roadway.** Conform to Subsection 723.03.06 (I).
- **4.0 MEASUREMENT.** See Subsection 723.04 for bid item notes. Additional bid items include the following:
- **4.1 Loop Test.** The Department will measure the quantity as each individual unit loop tested. The Department will not measure disconnection, reconnection, traffic control, re-splicing per specifications, before and after testing per note above, and any associated hardware for payment and will consider them incidental to this item of work.
- **5.0 PAYMENT**. The Department will make payment for the completed and accepted quantities of listed items according to Subsection 723.05 in addition to the following:

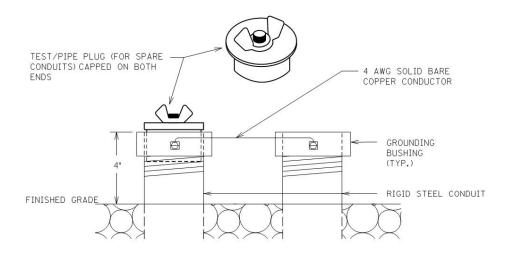
<u>Code</u>	Pay Item	Pay Unit
Conduit 1"	4792	Linear Foot
PVC Conduit – 1 1/4 inch – sch 80	24900EC	Linear Foot
PVC Conduit – 2 inch – sch 80	24901EC	Linear Foot
Conduit 2"	4795	Linear Foot
Electrical Junction Box type B	4811	Each
Loop Test	24963ED	Each
Trenching and Backfilling	4820	Linear Foot
Loop Wire	4830	Linear Foot

Traffic Signal Loop Detectors Page 3 of 8

Cable-No. 14/1 Pair	4850	Linear Foot ¹
Loop Saw Slot and Fill	4895	Linear Foot ¹
Bore and Jack Conduit	21543EN	Linear Foot ³
Open Cut Roadway	4821	Linear Foot ³

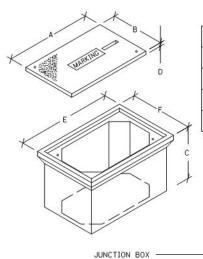
The Department will consider payment as full compensation for all work required under these notes and the Standard Specifications.

Revised: 10/17/2019



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

Traffic Signal Loop Detectors Page 4 of 8



	JUNC	TION BOX [DIMENSIONS	S (NOMINAL)		
	А	В	С	D	E	F
TYPE A	23*	14"	27'	2"	25"	15'
TYPE B	18"	111*	12"	13/4" •	20"	13*
TYPE C	36"	24'	30"	3.	38"	26"

* MINIMUM NOTE: STACKABLE BOXES ARE PERMITTED

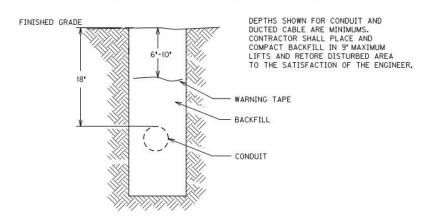
BEFORE THE INSTALLATION OF THE "57 AGGREGATE AND JUNCTION BOX, THE CONTRACTOR SHALL INSTALL GEOTEXTILE FILTER FABRIC TYPE IV IN THE HOLE. THE FABRIC SHALL EXTEND TO JUST BELOW THE LIP OF THE JUNCTION BOX AND SHALL BE CONTINUOUSLY ADHERED TO THE EXTERIOR OF THE BOX WITH ADHESIVE. ANY LOCATIONS WHERE CONDUITS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

CONDUCTOR INSTALLATIONSCONDUIT SHALL BE EXPOSED
4" FROM BOTTOM OF BOX

EARTH

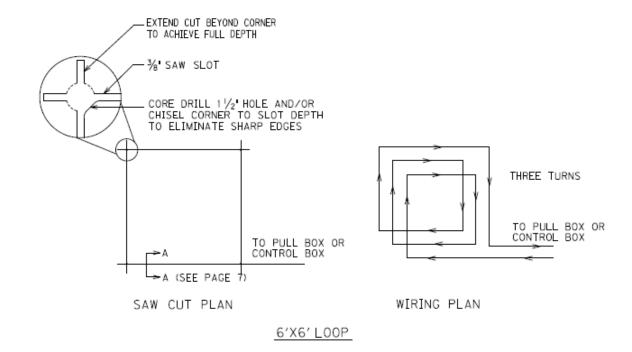
GRADATION SIZE
NO. 57 AGGREGATE
FIBER FABRIC TYPE IV

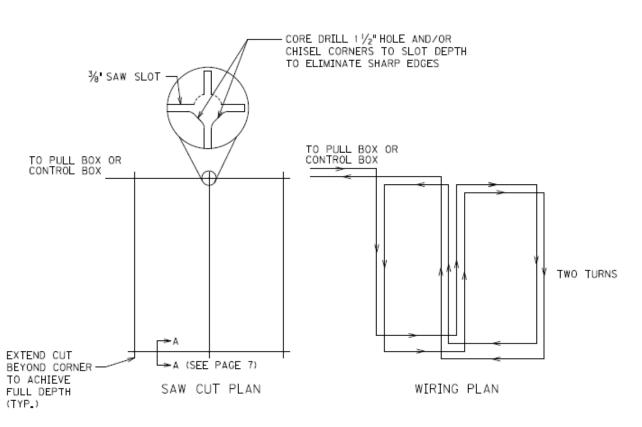
JUNCTION BOX INSTALLATION FOR
CONVENTIONAL LIGHTING OR TRAFFIC SIGNALS



CONDUIT AND WARNING TAPE TRENCH

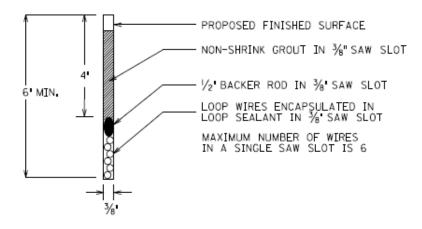
Traffic Signal Loop Detectors Page 5 of 8



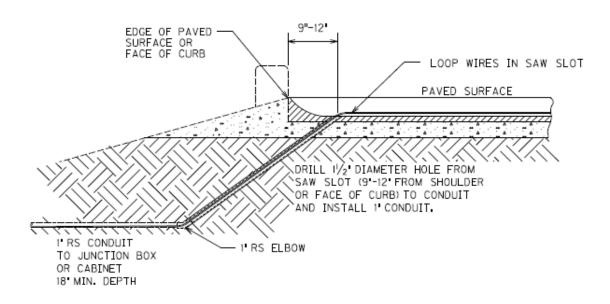


6'X30' QUADRAPOLE LOOP

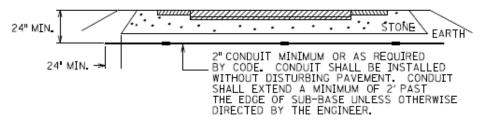
Traffic Signal Loop Detectors Page 6 of 8



SECTION A-A (SAW SLOT DETAIL)

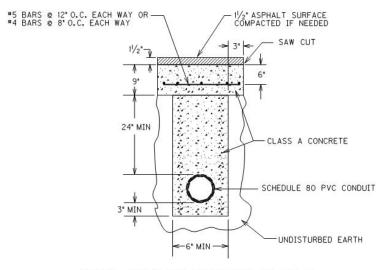


SAW SLOT EDGE OF PAVEMENT TRANSITION

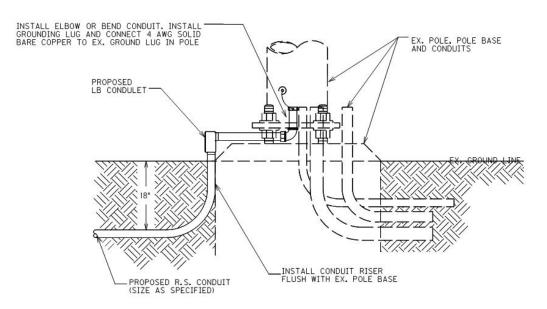


CONDUIT UNDER EXISTING PAVEMENT DETAIL

Traffic Signal Loop Detectors Page 7 of 8

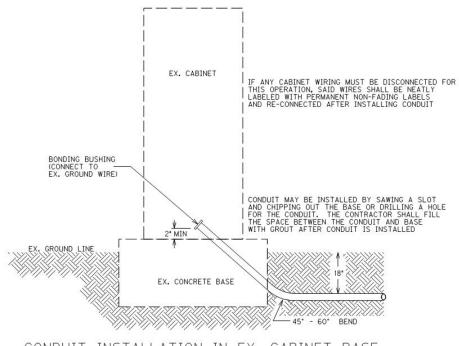


OPEN CUT PAVEMENT DETAIL



CONDUIT INSTALLATION IN EX. POLE BASE

Traffic Signal Loop Detectors Page 8 of 8



CONDUIT INSTALLATION IN EX. CABINET BASE

Contract ID: 214107 Page 63 of 170



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

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

	Original		Re-Cert	Certification RIGHT OF WAY CERTIFICATION				
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
7-90	7-9006.10 Fayette		FD52 034 00	27 007-008	HSIP 8547 (010)			
PRO.	JECT DESCI	RIPTIO	N					
-			-	ds, con	struct median access	s control along US	27, and update the	e striping near the
1	Intersection of US 27 and W Loudon Ave							
	No Additional Right of Way Required							
Cons	Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations							
1						uisitions Policy Act o	f 1970, as amended	. No additional right of way or
reloc	ation assista							
Ш					of Way Required and		Sure to some some some familie	
				_	rol of access rights whe		·	
l .				-				ere may be some improvements
	_	_			-			as physical possession and the een paid or deposited with the
_		_			•		•	vailable to displaced persons
					ance with the provision	-		
					of Way Required wit			
The r	the same of the sa		The second second second	THE PARTY OF THE P		The state of the s	of-way required for	r the proper execution of the
proje	ct has been	acquir	ed. Some	parcels	may be pending in cou	rt and on other parc	els full legal possess	ion has not been obtained, but
								nas physical possession and right
1				-	·			the court for most parcels. Just
Comp			F-0.11	F 10 F 11 11	be paid or deposited v	STATE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER.	o AWARD of constru	action 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								
		_						24.204. KYTC is hereby
				-	_			ne necessary right of way will not
								e paid or deposited with the
								R 635.309(c)(3) and 49 CFR
1					all acquisitions, reloca			
				act or fo	orce account construct			
	Number of Parc			0	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESS	ION WITH EXPLANATION
	er of Parcels T	nat Have	Been Acqui	red				
Signed	_				-			0.00
Signed	mnation ROE						11337	
	s/ Comments	(Use A	dditional SI	heet if ne	ecessary)			
LPA RW Project Manager				ager		Right of Way S	upervisor	
Print	Printed Name		Printed Name		Cecil Smith			
Sig	gnature					Signature		1500
	Date					Date		12/19/2019
		Righ	nt of Way	Direct	or		FHW	A
Print	ted Name			Digita	ally signed by	Printed Name	No Signa	ture Required
Sig	gnature	D	MIO	DM Lo	ру	Signature	as per l	HWA-KYTC
<u> </u>	Date	D	IAI FO		2019.12.19 :55 -05'00'		Gurrent Stews	ardship Agreement
	Jacc		11/	37.73.		Date		

Contract ID: 214107 Page 64 of 170



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

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

	Original		Re-C	Certification RIGHT OF WAY CERTIFICATION				
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
7-900	06.40			Fayette		FD52 034 00	25 017-018	HSIP 8610 (005)
PROJ	ECT DESCR	RIPTIO	N					
Upda	Update the traffic signal to include reflective backplates and improve the turning radius at the intersection of US 25 and							
Citati	ion Blvd.							
	No Additional Right of Way Required							
								ance to FHWA regulations
	r the Unifora ation assista					iisitions Policy Act o	f 1970, as amended. N	No additional right of way or
				Andrew State of the Con-	of Way Required and	Cleared)		
All ne					ol of access rights when		een acquired including	g legal and physical
posse	ssion. Trial	or app	eal of c	ases may b	e pending in court but	legal possession has	been obtained. There	e may be some improvements
	-	-			•			physical possession and the
_								n paid or deposited with the
								ilable to displaced persons
auequ					ance with the provision of Way Required wit		va directive.	
The ri	The state of the s			Commence of the last of the la		THE RESIDENCE AND ADDRESS OF THE PARTY OF TH	-of-way required for t	he proper execution of the
						_		n has not been obtained, but
		-						s physical possession and right
								e court for most parcels. Just
					be paid or deposited w			
					of Way Required wit			
	•	_			_	•	-	arcels still have occupants. All
					ent housing made availa			
								necessary right of way will not
								paid or deposited with the i35.309(c)(3) and 49 CFR
	•				all acquisitions, relocat	·		
				•	orce account construction		and area bla letting a	na prior to
	lumber of Parc			0	EXCEPTION (S) Parcel #		PATED DATE OF POSSESSIO	N WITH EXPLANATION
Numbe	er of Parcels Ti	nat Have	Been Ad	quired:		a		
Signed	Deed							<u> </u>
Conder Signed	mnation							
	/ Comments	(Use A	dditiona	al Sheet if ne	ecessary)	× × × × × × × × × × × × × × × × × × ×		<u> </u>
	•	•						
		LPA F	W Pro	ject Mana	iger		Right of Way Su	pervisor
Print	ed Name				100	Printed Name	Ced	il Smith
Sig	nature			Signature	6	En Tour		
- 1	Date	18,110		10110		Date	12/	19/2019
		Rigl	ht of W	/ay Direct	or		FHWA	
Print	ed Name	57150			gitally signed by DM	Printed Name	No Signatu	re Required
Sig	nature	D	MI	OV Dai	/ te: 2019.12.19	Signature	as per FH	WA-KŸTC
(Date				44:48 -05'00'	Date	Current Steward	ship Agreement
						Date		

Contract ID: 214107 Page 65 of 170



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

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

	Re-Co	ertification	n	RIGHT O	F WAY CERTIFICAT	ION
ITEM	#		COUNTY	PROJEC	CT # (STATE)	PROJECT # (FEDERAL)
7-9006.60		Fayette		FD52 034 452	24 001-002	HSIP 8547 (012)
PROJECT DESC	RIPTION					
Update the tra	ffic signal to i	nclude ref	lective backplates and	update the signi	ng and striping nea	ar the intersection of Man O
War and Parkers Mill rd.						
	onal Right of					
					•	lance to FHWA regulations
				sitions Policy Act of	f 1970, as amended.	No additional right of way or
relocation assist				011)		
			of Way Required and		an anning dinglish	a logal and physical
	· ·	_	ol of access rights when		*	re may be some improvements
						s physical possession and the
_			•			en paid or deposited with the
I						ailable to displaced persons
			nce with the provisions			
Condition	# 2 (Additio	nal Right o	of Way Required with	Exception)		
The right of way	has not been f	ully acquire	ed, the right to occupy a	nd to use all rights-	of-way required for	the proper execution of the
' '						on has not been obtained, but
						as physical possession and right
l .	_			· ·		ne court for most parcels. Just
	The second secon		be paid or deposited wit		o AWARD of construc	ction contract
			of Way Required with			a una la still have a savura da All
			use of a few remaining p nt housing made availab			parcels still have occupants. All
			_			e necessary right of way will not
						paid or deposited with the
1 '						635.309(c)(3) and 49 CFR
			all acquisitions, relocation	*		
· ·			rce account construction	•		
Total Number of Pare		0	EXCEPTION (S) Parcel #	ANTICIP	ATED DATE OF POSSESSI	ON WITH EXPLANATION
Number of Parcels T	hat Have Been Ac	quired				
Signed Deed				LV		
Condemnation Signed ROE					4	-
Notes/ Comments	(Use Additiona	Sheet if ne	cessary)			
LPA RW Project Manager					Right of Way Su	pervisor
Printed Name				Printed Name		cil Smith
Signature				Signature		1900
Date				Date	12	/19/2019
	Right of W	ay Directo	or		FHWA	
Printed Name			igitally signed by DM	Printed Name	as per	ature Required FHWA-KYTC
Signature	DM	LOY	ate: 2019.12.19	Signature		ardship Agreement
Date		07	7:44:10 -05'00'	Date		



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

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

\boxtimes	Original		Re-Cer	tificatio	n	RIGHT	OF WAY CERTIFICATI	ON .
	ITEN	1#			COUNTY	PROJ	ECT # (STATE)	PROJECT # (FEDERAL)
7-9012.70 Fayette				FD52 034 0	027 009-0010	HSIP 0272 (120)		
PRO.	IECT DESC	RIPTIO						
		Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, which i		ng US 2	7 to include Reflectiv	e Backplates and	Improve Access Con	trol near the Intersection of
US 2	7 & Hagga	ard Ln	9			- Duonplates allo	miprove Access con	trovincar the intersection of
	No Addit		ght of W	ay Req	uired		NEW YORK WATER	
Const						The right of way v	vas acquired in accorda	ance to FHWA regulations
unde	r the Unifo	rm Relo	cation Ass	sistance	and Real Property Acqu	isitions Policy Act	of 1970, as amended. N	lo additional right of way or
reloca	ation assist	ance we	re requir	ed for th	nis project.			
	Condition # 1 (Additional Right of Way Required and Cleared)							
All ne	cessary rig	ht of wa	y, includi	ng contr	ol of access rights when	applicable, have b	peen acquired including	glegal and physical
posse	ission. Tria	or appe	eal of case	es may b	e pending in court but I	egal possession ha	s been obtained. There	may be some improvements
rights	to remove	e rignt-o	ordem	olich all	improvements and enter	e lands and improv	rements, and KYTC has	physical possession and the n paid or deposited with the
court	. All reloca	tions hav	e been r	elocated	to decent, safe, and sai	nitary housing or t	hat KVTC has made ava	ilable to displaced persons
adequ	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 ri							s-of-way required for the	ne proper execution of the
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 rer	nove, salva	ige, or d	emolish a	ll impro	vements. Just Compens	ation has been pai	d 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								
remai	ning occur	nants hav	n occupa ve had rei	nicy and Naceme	nt housing made availal	parceis are not cor	mplete and/or some pa	rcels still have occupants. All
reque	sting auth	orization	to adver	tise this	project for hids and to	proceed with hid le	oruance with 49 CFR 24	necessary right of way will not
be ful	ly acquired	d, and/or	some oc	cupants	will not be relocated, a	nd/or the just com	pensation will not be p	aid or deposited with the
court	for some p	arcels u	ntil after	bid lettii	ng. KYTC will fully meet	all the requiremen	ts outlined in 23 CFR 6	35.309(c)(3) and 49 CFR
24.10	2(j) and wi	ll expedi	te compl	etion of	all acquisitions, relocati	ons, and full paym	ents after bid letting ar	nd prior to
				act or fo	rce account constructio	n.	1/2	
	umber of Par			0	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSION	N WITH EXPLANATION
	r of Parcels 1	hat Have	Been Acqui					
Signed Conder	nnation		-	0				
Signed				0				
Notes/	Comment:	(Use Ad	ditional Sh	eet if ne	cessary)			
LPA RW Project Manager				ger		Right of Way Sup	ervisor	
Printe	ed Name					Printed Name	C	ecil Smith
Sigi	nature					Signature	6	Cecil Smith
	Date					Date	6	2020.06.15 14:24:49 -04'00'
		Right	of Way	Directo	or .		FHWA	/ 13/ 2020
Printe	ed Name		2,			B 1-1-141		
		1	/		2020.06.16	Printed Name	No Sig	nature Required er FHWA-KYTC
	nature		10 00	1	10:02:04 -04'00'	Signature	as pe	er FHWA-KYTC wardship Agreement
	ate	Ju	my x	uce !	0.02.04 -04 00	Date	Current Ste	waluship Agreement

Fayette County
Improvements at Various Intersections
7-9006.10 – US 27 at W Loudon Ave HSIP 8547 (010)
7-9006.20 US 27 at W Main HSIP 8547 (011)
7-9006.40 US 25 at Citation HSIP 8610 (005)
7-9006.60 Man O War at Parkers Mill HSIP 8547 (012)

GENERAL PROJECT NOTE ON UTILITY PROTECTION

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

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

Kentucky American Water Company (water mains), Columbia Gas (natural gas), Windstream (internet and cable), Insight Communications (internet and cable), and Kentucky Utilities (electric). All utilities whose facilities are present are not to be disturbed during construction activities.

North Broadway (US 27) MP 7.853 at West Loudon: Existing 12" and 16" water mains and existing 8" and 12" gas mains are located along North Broadway and West Loudon. Utility poles and overhead lines are located along North Broadway and West Loudon.

North Broadway (US 27) MP 6.738 at West Main: Existing 6", 8", and 12" water mains and existing 4" and 10" gas mains are located along North Broadway and West Main. Underground electric lines are located along North Broadway and West Main.

Georgetown Road (US 25) MP 17.695 at Citation Boulevard: Existing 12" and 16" water mains and 4", 6", and existing 8" gas mains are located along Georgetown Road and Citation Boulevard. Utility poles and underground and overhead electric lines are located along Georgetown Road and Citation Boulevard.

Man O War Boulevard (CS 4524) MP 1.269 at Parkers Mill Road: Existing 8", 12", and 24" water mains are located along Man O War and Parkers Mill Road. Utility poles and overhead electric lines are located along Man O War.

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

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS

AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

N/A

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

N/A

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

N/A

Fayette County
Improvements at Various Intersections
7-9006.10 – US 27 at W Loudon Ave HSIP 8547 (010)
7-9006.20 US 27 at W Main HSIP 8547 (011)
7-9006.40 US 25 at Citation HSIP 8610 (005)
7-9006.60 Man O War at Parkers Mill HSIP 8547 (012)

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED						
⊠ No Rail Involved	☐ Minimal Rail Involved (See Below)	☐ Rail Involved (See Below)				

UNDERGROUND FACILITY DAMAGE PROTECTION - BEFORE YOU DIG

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

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

<u>SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES</u>

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

Fayette County
Improvements at Various Intersections
7-9006.10 – US 27 at W Loudon Ave HSIP 8547 (010)
7-9006.20 US 27 at W Main HSIP 8547 (011)
7-9006.40 US 25 at Citation HSIP 8610 (005)
7-9006.60 Man O War at Parkers Mill HSIP 8547 (012)

in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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

AREA UTILITIES CONTACT LIST

Utility Company/Agency	Contact Name	Contact Information
AT&T KY	Frank Ambrose	(502) 867-8240 fa2207@att.com
AT&T Legacy	Don Garr	(502) 741-8374 drgarr@hughes.net
Windstream	Steve Johnson	(859) 357-6209 Steve.Johnson@windstream.com
KDL Windstream	Mark Ware	(606) 329-6195 Mark.Ware@windstream.com
Spectrum	Kelly Oram	(859) 519-3434 John.oram@charter.com
Kentucky Utilities – Distribution	Chris Cobler	(859) 367-4308 Christopher.cobler@lge-ku.com
Kentucky Utilities – Transmission	Ashley Burns	(859) 936-3219 Ashley.burns@lge-ku.com
LFUCG	Rod Chervus	(859) 425-2558 rchervus@lexingtonky.gov

Fayette County
Improvements at Various Intersections
7-9006.10 – US 27 at W Loudon Ave HSIP 8547 (010)
7-9006.20 US 27 at W Main HSIP 8547 (011)
7-9006.40 US 25 at Citation HSIP 8610 (005)
7-9006.60 Man O War at Parkers Mill HSIP 8547 (012)

Kentucky American Water Krista Citron (859) 268-6352

Krista.citron@amwater.com

Columbia Gas of Kentucky Bryan Slone (859) 288-0253

bkslone@nisource.com

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

Fayette County

Improvements at Various Intersections
7-9012.10 – US 27 at US 68 HSIP 8547(013); 7-9012.20 – KY 4 at KY 353 HSIP 8602(006);
7-9012.30 – US 60 at Alexandria Dr HSIP 8532(007);
7-9012.40 – KY 4 at Eastland Parkway HSIP 4181(031);
7-9012.60 – US 60 at S. Forbes Rd HSIP 1601(029);
7-9012.70 – US 27 at Haggard Ln HSIP 0272(120)

GENERAL PROJECT NOTE ON UTILITY PROTECTION

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

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

South Broadway (US 27) MP 5.639 at US 68: Existing 6-8" water mains along the south side of South Broadway, existing 10-12" water mains along the north side of South Broadway, 4"-6" gas mains and sanitary sewer lines are located along South Broadway. Utility poles and overhead lines are also located along South Broadway.

New Circle Rd (KY 4) MP 10.356 at Russell Cave Rd (KY 353): Existing 10-12" water mains, 4" & 12" gas mains and sanitary sewer lines are located along New Circle Road and Russell Cave Road. Utility poles and overhead lines are also located along New Circle Road and Russell Cave Road.

Versailles Rd (US 60) MP 5.425 at Alexandria Dr.: Existing 10-12" water mains along Versailles Road and 6-8" water mains along Alexandria Drive. Existing 6" gas mains and sanitary sewer lines are located along Versailles Road and Alexandria Drive. Existing fiber optic line along Versailles Road. Utility poles and overhead lines are also located along Versailles Road and Alexandria Drive.

New Circle Rd (KY 4) MP 12.515 at Eastland Parkway: Existing 10-12" water mains along Eastland Parkway and 6-8" water mains along New Circle Road. Existing 6" gas mains along Eastland Parkway and existing 12" gas mains along New Circle Road. Existing sanitary sewer lines are located along New Circle Road and Eastland Parkway. Utility poles and overhead lines are also located along New Circle Road and Eastland Parkway.

Versailles Rd (US 60) MP 6.975 at S Forbes Rd: Existing 6-8" water mains along Versailles Road and 10-12" water mains along S Forbes Road. Existing 4" & 6" gas mains are located along Versailles Road and 3" gas mains along Red Mile Road. Existing fiber optic line along Versailles Road. Utility poles and overhead lines are also located along Versailles Road and Red Mile Road/S Forbes Road.

North Broadway (US 27) MP 9.356 at Haggard Ln: Existing 10-12" water mains along North Broadway and Haggard Lane. Existing 4" gas mains are located along North Broadway and 6" gas mains along Haggard Lane. Utility poles and overhead lines are also located along North Broadway and Haggard Lane.

Page **1** of **4**

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

FAYETTE COUNTY 121GR21T003-HSIP

UTILITIES AND RAIL CERTIFICATION NOTE

Fayette County

Improvements at Various Intersections

7-9012.10 – US 27 at US 68 HSIP 8547(013); 7-9012.20 – KY 4 at KY 353 HSIP 8602(006); 7-9012.30 – US 60 at Alexandria Dr HSIP 8532(007);

7-9012.40 – KY 4 at Eastland Parkway HSIP 4181(031);

-9012.40 – KY 4 at Eastland Parkway HSIP 4181(031); 7-9012.60 – US 60 at S. Forbes Rd HSIP 1601(029);

7-9012.70 – US 27 at Haggard Ln HSIP 0272(120)

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

N/A

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

N/A

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

N/A

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED			
☑ No Rail Involved	\square Minimal Rail Involved (See Below)	☐ Rail Involved (See Below)	

UTILITIES AND RAIL CERTIFICATION NOTE

Fayette County
Improvements at Various Intersections
7-9012.10 – US 27 at US 68 HSIP 8547(013); 7-9012.20 – KY 4 at KY 353 HSIP 8602(006);
7-9012.30 – US 60 at Alexandria Dr HSIP 8532(007);

7-9012.40 – KY 4 at Eastland Parkway HSIP 4181(031); 7-9012.60 – US 60 at S. Forbes Rd HSIP 1601(029); 7-9012.70 – US 27 at Haggard Ln HSIP 0272(120)

UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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

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

SPECIAL CAUTION NOTE - PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

Fayette County
Improvements at Various Intersections
7-9012.10 – US 27 at US 68 HSIP 8547(013); 7-9012.20 – KY 4 at KY 353 HSIP 8602(006);
7-9012.30 – US 60 at Alexandria Dr HSIP 8532(007);
7-9012.40 – KY 4 at Eastland Parkway HSIP 4181(031);
7-9012.60 – US 60 at S. Forbes Rd HSIP 1601(029);
7-9012.70 – US 27 at Haggard Ln HSIP 0272(120)

AREA UTILITIES CONTACT LIST

Utility Company/Agency	Contact Name	Contact Information
1. Kentucky American Water	DJ Dotson	(859) 321-7148 dj.dotson@amwater.com
2. Columbia Gas of Kentucky	Bryan Slone	(859) 288-0253 bkslone@nisource.com
3. Kentucky Utilities	Michelle Taylor	(859) 367-4276 michelle.taylor@lge-ku.com
4. Windstream	Steve Johnson	(859) 357-6209 Steve.Johnson@windstream.com
5. LFUCG – Sanitary Sewer	Rod Chervus	(859) 425-2558 rchervus@lexingtonky.gov

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.

CONTRACT ID: 214107	121GR21T003-HSIP	0703400252001

GEORGETOWN RD (US 25) IMPROVEMENTS AT THE INTERSECTION OF GEORGETOWN RD (US 25) AND CITATION BLVD ASPHALT PAVEMENT & ROADWAY REHAB, A DISTANCE OF .07 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00214	CL3 ASPH BASE 1.00D PG64-22	42.00	TON
0010	00388	CL3 ASPH SURF 0.38B PG64-22	5.10	TON
0015	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	.07	TON
0020	00001	DGA BASE	47.00	TON
0025	01812	REMOVE CURB AND GUTTER	147.00	LF
0030	01825	ISLAND CURB AND GUTTER	150.00	LF
0035	02200	ROADWAY EXCAVATION	94.00	CUYD
0040	02562	TEMPORARY SIGNS	119.00	SQFT
0045		MAINTAIN & CONTROL TRAFFIC - (US 25 AT CITATION BLVD)	1.00	LS
0050	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0055	02726	STAKING - (US 25 AT CITATION BLVD)	1.00	LS
0060	05990	SODDING	100.00	SQYD
0065	06541	PAVE STRIPING-THERMO-4 IN Y	106.00	LF
0070	20550ND	SAWCUT PAVEMENT	143.00	LF
0075	21415ND	EROSION CONTROL - (US 25 AT CITATION BLVD)	1.00	LS
0080		PAVE MARKING-THERMO DOTTED LANE EXTEN - (6 INCH WIDTH)	54.00	LF
0085	04844	CABLE-NO. 14/5C	750.00	LF
0090	20188NS835	INSTALL LED SIGNAL-3 SECTION	4.00	EACH
0095	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 214107	121GR21T003-HSIP	0703400272002
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NORTH BROADWAY (US 27) IMPROVEMENTS AT THE INTERSECTION OF NORTH BROADWAY (US 27) AND W LOUDON AVE ASPHALT PAVEMENT & ROADWAY REHAB.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0195	00388	CL3 ASPH SURF 0.38B PG64-22	152.00	TON
		MOBILIZATION FOR MILL & TEXT - (US 27 AT W		
0200		LOUDON AVE)	1.00	LS
0205		ASPHALT PAVE MILLING & TEXTURING	152.00	TON
0210	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	1.00	TON
0215	01921	STANDARD BARRIER MEDIAN TYPE 4	65.00	SQYD
0220	02562	TEMPORARY SIGNS	91.00	SQFT
0225	02650	MAINTAIN & CONTROL TRAFFIC - (US 27 AT W LOUDON AVE)	1.00	LS
0230	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0235	02726	STAKING - (US 27 AT W LOUDON AVE)	1.00	LS
0240	03225	TUBULAR MARKERS - (PEXCO CITY POST EMBEDDED ANCHOR CUP)	15.00	EACH
0245	06406	SBM ALUM SHEET SIGNS .080 IN	7.50	SQFT
0250	06410	STEEL POST TYPE 1	14.00	LF
0255	06510	PAVE STRIPING-TEMP PAINT-4 IN	700.00	LF
0260	06540	PAVE STRIPING-THERMO-4 IN W	1,403.00	LF
0265	06541	PAVE STRIPING-THERMO-4 IN Y	2,204.00	LF
0270	06568	PAVE MARKING-THERMO STOP BAR-24IN	33.00	LF
0275	06569	PAVE MARKING-THERMO CROSS-HATCH	250.00	SQFT
0280	06574	PAVE MARKING-THERMO CURV ARROW	2.00	EACH
0285	21596ND	GMSS TYPE D - SURFACE MOUNT	2.00	EACH
0290	22664EN	WATER BLASTING EXISTING STRIPE	112.00	LF
0295	23608EC	YELLOW PAINT FOR MEDIAN SAFETY NOSE	6.00	SQFT
0300	24489EC	INLAID PAVEMENT MARKER	21.00	EACH
0305	24631EC	BARCODE SIGN INVENTORY	2.00	EACH
0310	24683ED	PAVE MARKING-THERMO DOTTED LANE EXTEN - (6 INCH WIDTH)	17.00	LF
0315		CONDUIT-1 IN	10.00	LF
0320	04811	ELECTRICAL JUNCTION BOX TYPE B	1.00	
0325	04830	LOOP WIRE	300.00	LF
0330		CABLE-NO. 14/5C	260.00	LF
0335		CABLE-NO. 14/1 PAIR	250.00	LF
0340		LOOP SAW SLOT AND FILL	150.00	LF
0345		INSTALL LED SIGNAL-3 SECTION	2.00	
0350		LOOP TEST	1.00	
0355		DEMOBILIZATION	1.00	LS

NORTH BROADWAY (US 27) IMPROVEMENTS AT THE INTERSECTION OF US 27 AND HAGGARD LANE SIGNS-LIGHTING-SIGNALS, A DISTANCE OF .38 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0.400	00070	MOBILIZATION FOR MILL & TEXT - (US 27 AND	4.00	
0100		HAGGARD LN)	1.00	
0105		ASPHALT PAVE MILLING & TEXTURING	5.00	
0110		SAWCUT PAVEMENT	148.00	
0115	01921	STANDARD BARRIER MEDIAN TYPE 4	59.00	SQYD
0120	02650	MAINTAIN & CONTROL TRAFFIC - (US 27 AND HAGGARD LN)	1.00	LS
0125	02726	STAKING - (US 27 AND HAGGARD LN)	1.00	LS
0130	06406	SBM ALUM SHEET SIGNS .080 IN	30.00	SQFT
0135	06410	STEEL POST TYPE 1	32.00	LF
0140	06514	PAVE STRIPING-PERM PAINT-4 IN	550.00	LF
0145	06574	PAVE MARKING-THERMO CURV ARROW	1.00	EACH
0150	06575	PAVE MARKING-THERMO COMB ARROW	4.00	EACH
0155	22680EN	QWICK CURB MEDIAN SEPARATOR	103.00	LF
0160	06472	INSTALL SPAN MOUNTED SIGN	1.00	EACH
0165	20188NS835	INSTALL LED SIGNAL-3 SECTION	14.00	EACH
0170	20266ES835	INSTALL LED SIGNAL- 4 SECTION	2.00	EACH
0175	24955ED	REMOVE SIGNAL EQUIPMENT - (US 27 AT HAGGARD LN)	1.00	EACH
0180	24955ED	REMOVE SIGNAL EQUIPMENT - (US 27 AT I-75 NORTHBOUND ON RAMP)	1.00	EACH
0185	24955ED	REMOVE SIGNAL EQUIPMENT - (US 27 AT I-75 SB RAMP ON RAMP)	1.00	EACH
0190	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 214107	121GR21T003-HSIP	0703445242001

MAN O WAR BLVD (CS 4524) IMPROVEMENTS AT THE INTERSECTION OF MAN O WAR BLVD (CS 4524) AND PARKERS MILL RD SIGNS-LIGHTING-SIGNALS, A DISTANCE OF .2 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0360	01810	STANDARD CURB AND GUTTER	126.00	LF
0365	01812	REMOVE CURB AND GUTTER	126.00	LF
0370	02562	TEMPORARY SIGNS	91.00	SQFT
0375	02650	MAINTAIN & CONTROL TRAFFIC - (MAN O' WAR AND PARKERS MILL)	1.00	LS
0380	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0385	02720	SIDEWALK-4 IN CONCRETE	58.00	SQYD
0390	02721	REMOVE CONCRETE SIDEWALK	147.00	SQYD
0395	02726	STAKING - (MAN O' WAR AND PARKERS MILL)	1.00	LS
0400	05990	SODDING	92.00	SQYD
0405	06406	SBM ALUM SHEET SIGNS .080 IN	18.00	SQFT
0410	06410	STEEL POST TYPE 1	24.00	LF
0415	06540	PAVE STRIPING-THERMO-4 IN W	124.00	LF
0420	06541	PAVE STRIPING-THERMO-4 IN Y	184.00	LF
0425	06566	PAVE MARKING-THERMO X-WALK-12 IN	136.00	LF
0430	06568	PAVE MARKING-THERMO STOP BAR-24IN	90.00	LF
0435	06569	PAVE MARKING-THERMO CROSS-HATCH	55.00	SQFT
0440	06598	PAVEMENT MARKING REMOVAL	247.00	SQFT
0445	21415ND	EROSION CONTROL - (MAN O' WAR AND PARKERS MILL)	1.00	LS
0450	21417ES717	PAVE MARK THERMO CONE CAP-SOLID YELLOW	90.00	SQFT
0455	23158ES505	DETECTABLE WARNINGS	16.00	SQFT
0460	24631EC	BARCODE SIGN INVENTORY	2.00	EACH
0465	04844	CABLE-NO. 14/5C	1,300.00	LF
0470	20188NS835	INSTALL LED SIGNAL-3 SECTION	10.00	EACH
0475	20266ES835	INSTALL LED SIGNAL- 4 SECTION	2.00	EACH
0480	24955ED	REMOVE SIGNAL EQUIPMENT - (MAN O' WAR AND PARKERS MILL)	1.00	EACH
0485	02569	DEMOBILIZATION	1.00	LS

COUNTY OF ITEM NO.

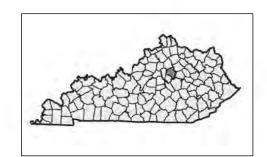
FAYETTE 7-9006.10



SCALE: 1"=1000'

FAYETTE COUNTY US 27 MP 7.853





COUNTY OF	ITEM NO.	
FAYETTE	7-9006.10	

GENERAL SUMMARY - US 27 (NORTH BROADWAY) MP 7.853				
ITEM	DESCRIPTION	UNIT	QUANTITY	
388	CL3 ASPH SURF 0.38B PG64-22	TON	152	
1921	STANDARD BARRIER MEDIAN TYPE 4	SQYD	65	
2562	TEMPORARY SIGNS	SQFT	91	
2569	DEMOBILIZATION	LS	1	
2650	MAINTAIN & CONTROL TRAFFIC (US 27 @ CS 1376)	LS	1	
2671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	
2676	MOBILIZATION FOR MILL & TEXT	LS	1	
2677	ASPHALT PAVE MILLING & TEXTURING	TON	152	
2726	STAKING (US 27 @ CS 1376)	LS	1	
3225	TUBULAR MARKERS (PEXCO CITY POST EMBEDDED ANCHOR CUP)	EACH	15	
4844	CABLE-NO. 14/5C	LF	260	
6406	SBM ALUM SHEET SIGNS .080 IN	SQFT	7.5	
6410	STEEL POST TYPE 1	LF	14	
6510	PAVE STRIPING-TEMP PAINT-4 IN	LF	700	
6540	PAVE STRIPING-THERMO-4 IN W	LF	1403	
6541	PAVE STRIPING-THERMO-4 IN Y	LF	2204	
6568	PAVE MARKING-THERMO STOP BAR-24 IN	LF	33	
6569	PAVE MARKING-THERMO CROSS-HATCH	SQFT	250	
6574	PAVE MARKING-THERMO CURV ARROW	EACH	2	
20188NS835	INSTALL LED SIGNAL-3 SECTION	EACH	2	
21596ND	GMSS TYPE D (SURFACE MOUNT)	EACH	2	
22664EN	WATER BLASTING EXISTING STRIPE	LF	112	
23608EC	YELLOW PAINT FOR MEDIAN SAFETY NOSE	SQFT	6	
24489EC	INLAID PAVEMENT MARKER	EACH	21	
24631EC	BARCODE SIGN INVENTORY	EACH	2	
24683ED	PAVE MARKING-THERMO DOTTED LANE EXTEN 6"	LF	17	
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	TON	1	

*It is only anticipated that loop test will be needed at this location but additional quantities are setup in case loops need to installed. (see 723.03.17 of the Standard Specification)

4792	CONDUIT-1 IN	LF	10
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4830	LOOP WIRE	LF	300
4850	CABLE-NO. 14/1 PAIR	LF	250
4895	LOOP SAW SLOT AND FILL	LF	150
24963ED	LOOP TEST	EACH	1

COUNTY OF ITEM NO.

FAYETTE 7-9006.10

				STRIPING		
Begin Station	Begin Offset	End Station	End Offset	Length	Туре	Description
			US	27 (North Broa	dway)	12000
415+28.7	29' LT	418+63.6	21' LT	336	PAVE STRIPING-THERMO-4 IN W	Single Solid White Line
415+28.7	18' LT	416+18.3	18' LT	90	PAVE STRIPING-THERMO-4 IN W	Single Solid White Line
415+28.7	7' LT	416+18.3	7' LT	90	PAVE STRIPING-THERMO-4 IN W	Single Solid White Line
415+28.7	29' RT	418+63.6	20.7' RT	336	PAVE STRIPING-THERMO-4 IN W	Single Solid White Line
416+18.3	18' LT	418+63.6	10.5' LT	62	PAVE STRIPING-THERMO-4 IN W	Single Dashed White Line
415+28.7	18' RT	418+63.6	10.5' RT	84	PAVE STRIPING-THERMO-4 IN W	Single Dashed White Line
415+28.7	4' RT	418+19.0	1.5' LT	290	PAVE STRIPING-THERMO-4 IN Y	Single Solid Yellow Line
415+28.7	7' RT	418+19.0	1.5' RT	290	PAVE STRIPING-THERMO-4 IN Y	Single Solid Yellow Line
418+19.0	1.5' LT	418+49.0	0'	64	PAVE STRIPING-THERMO-4 IN Y	Double Solid Yellow Line
418+19.0	1.5' RT	418+49.0	0'	64	PAVE STRIPING-THERMO-4 IN Y	Double Solid Yellow Line
418+49.0	0'	418+63.6	0'	30	PAVE STRIPING-THERMO-4 IN Y	Double Solid Yellow Line
			CS	1376 (West Lo	udon)	
10+65.0	0'	11+85.0	0'	120	PAVE STRIPING-THERMO-4 IN W	Single Solid White Line
10+65.0	11'LT	11+85.0	11' LT	120	PAVE STRIPING-THERMO-4 IN W	Single Solid White Line
10+65.0	22' LT	11+24.7	27.7' LT	63	PAVE STRIPING-THERMO-4 IN W	Border for Hatched Area
11+65.4	27.7' LT	12+60.9	29' LT	102	PAVE STRIPING-THERMO-4 IN W	Border for Hatched Area
10+65.0	10' RT	11+85.0	10' RT	240	PAVE STRIPING-THERMO-4 IN Y	Double Solid Yellow Line
11+85.0	10' RT	14+90.0	0'	614	PAVE STRIPING-THERMO-4 IN Y	Double Solid Yellow Line
11+85.0	10' RT	14+90.0	0'	612	PAVE STRIPING-THERMO-4 IN Y	Double Solid Yellow Line

			PAVE	MENT MARKIN	GS	
Begin Station	Begin Offset	End Station	End Offset	Unit	Quantity	Description
			US	27 (North Broadway		
415+56	2'LT		+-	EACH	1	PAVE MARKING-THERMO CURV ARROW
416+16	2' LT	148	+	EACH	1	PAVE MARKING-THERMO CURV ARROW
415+28.7	29' LT	415+28.7	4' RT	LF	33	PAVE MARKING-THERMO STOP BAR-24 IN
415+28.0	5.5' RT	N. P.	7.	SQFT	6	YELLOW PAINTFOR MEDIAN SAFETY NOS
			CS	1376 (West Loudon)	(
10+65	27.7' LT	11+24.7	27.7' LT	SQFT	20	PAVE MARKING-THERMO CROSS-HATCH
11+65.4	27.7' LT	12+60.9	29' LT	SQFT	67	PAVE MARKING-THERMO CROSS-HATCH
11+85	10' RT	14+90.0	0,	SQFT	163	PAVE MARKING-THERMO CROSS-HATCH
11+85	11' LT	12+50.0	11'LT	LF	17	PAVE MARKING-THERMO DOTTED LANE EXTEN

		WATERBLA	AST EXISTING ST	RIPE	
Begin Station	Begin Offset	End Station	End Offset	Length	Description
		CS 13	76 (West Loudon)		
10+65	8.4' LT	11+77	10.8' LT	112	Single Solid White Line

	STANDARD	BARRIER MEDIA	AN TYPE 4	
Begin Station	Begin Offset	End Station	End Offset	Area (SQYD)
	US 2	7 (North Broadway		Š
415+28	5.5' RT	418+19	0'	65

tem No.	Description	Unit	Quantity
1921	STANDARD BARRIER MEDIAN TYPE 4	SQYD	65
6540	PAVE STRIPING-THERMO-4 IN W	LF	1403
6541	PAVE STRIPING-THERMO-4 IN Y	LF	2204
6568	PAVE MARKING-THERMO STOP BAR-24 IN	LF	33
6569	PAVE MARKING-THERMO CROSS-HATCH	SQFT	250
6574	PAVE MARKING-THERMO CURV ARROW	EACH	2
22664EN	WATER BLASTING EXISTING STRIPE	LF	112
23608EC	YELLOW PAINT FOR MEDIAN SAFETY NOSE	SQFT	6
24683ED	PAVE MARKING-THERMO DOTTED LANE EXTEN 6"	LF	17

COUNTY OF	ITEM NO.	
FAYETTE	7-9006.10	

		P	ROPOSED SIGNS			
Station	Offset	Туре	SBM Alum Sheet Signs .080 in (SqFt)	Steel Post Type 1 (LF)	Barcode Sign Inventory (Each)	GMSS Type D (Surface Mount
		U:	S 27 (North Broadway)			
415+38	5.5' RT	R4-7c	3.75	7	1	1
418+10	0'	R4-7c	3.75	7	1	1

	INSTALL PEX	CO CITY POST M	ARKERS	
Begin Station	Begin Offset	End Station	End Offset	Quantity
	US 2	7 (North Broadway)		
415+28.0	5.5' RT	418+19.0	0'	15

	INSTALL	PAVEMENT MAR	KERS	
Begin Station	Begin Offset	End Station	End Offset	Quantity
	US 2	7 (North Broadway)		
415+28.7	18' RT	418+63.6	10.5' RT	5
415+28.7	7' RT	418+49.0	0'	5
415+28.7	4' RT	418+49.0	0'	5
415+28.7	7' LT	416+18.3	7' LT	1
415+28.7	18' LT	418+63.6	10.5' LT	5

Item No.	Description	Unit	Quantity
3225	TUBULAR MARKERS (PEXCO CITY POST EMBEDDED ANCHOR CUP)	EACH	15
6406	SBM ALUM SHEET SIGNS .080 IN	SQFT	7.5
6410	STEEL POST TYPE 1	LF	14
21596ND	GMSS TYPE D (SURFACE MOUNT)	EACH	2
22489EC	INLAID PAVEMENT MARKER	EACH	21
24631EC	BARCODE SIGN INVENTORY	EACH	2

COUNTY OF	ITEM NO.
FAYETTE	7-9006.10

	INSTALLS	SUPPLEMENTAL SIGNAL HEADS
Station*	Offset*	Description
		US 27 (North Broadway)
414+20	42.9' RT	3-Section LED signal head
415+01	40.7' LT	3-Section LED signal head

^{*}Station and Offset are approximate and are for information only. Mount signal heads on existing steel strain poles.

Item No.	Description	Unit	Quantity
20188NS835	INSTALL LED SIGNAL-3 SECTION	EACH	2

Supplemental Signal Heads for: US 27 @ CS 1376

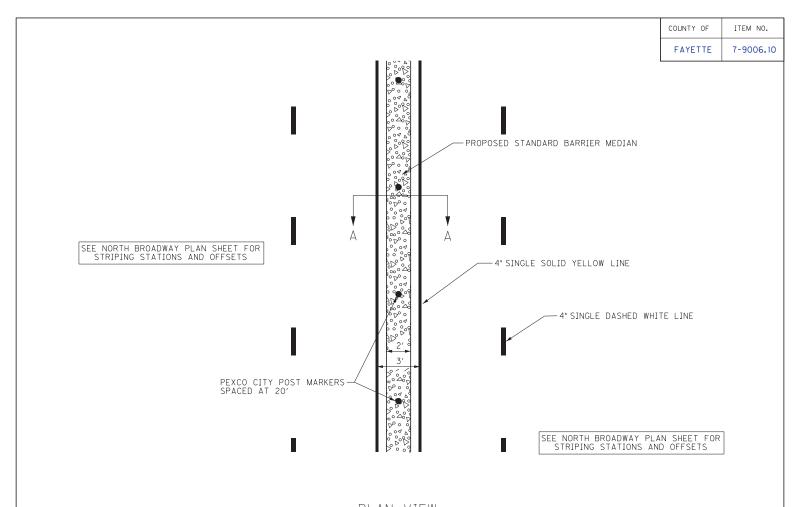
Signal Heads For NB US 27

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
3 Section	1		1		1	
Totals	1	0	1	0	1	0

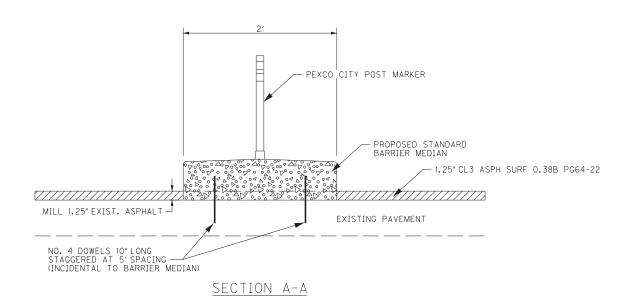
Signal Heads For SB US 27

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
3 Section	1		1		1	
Totals	1	0	1	0	1	0

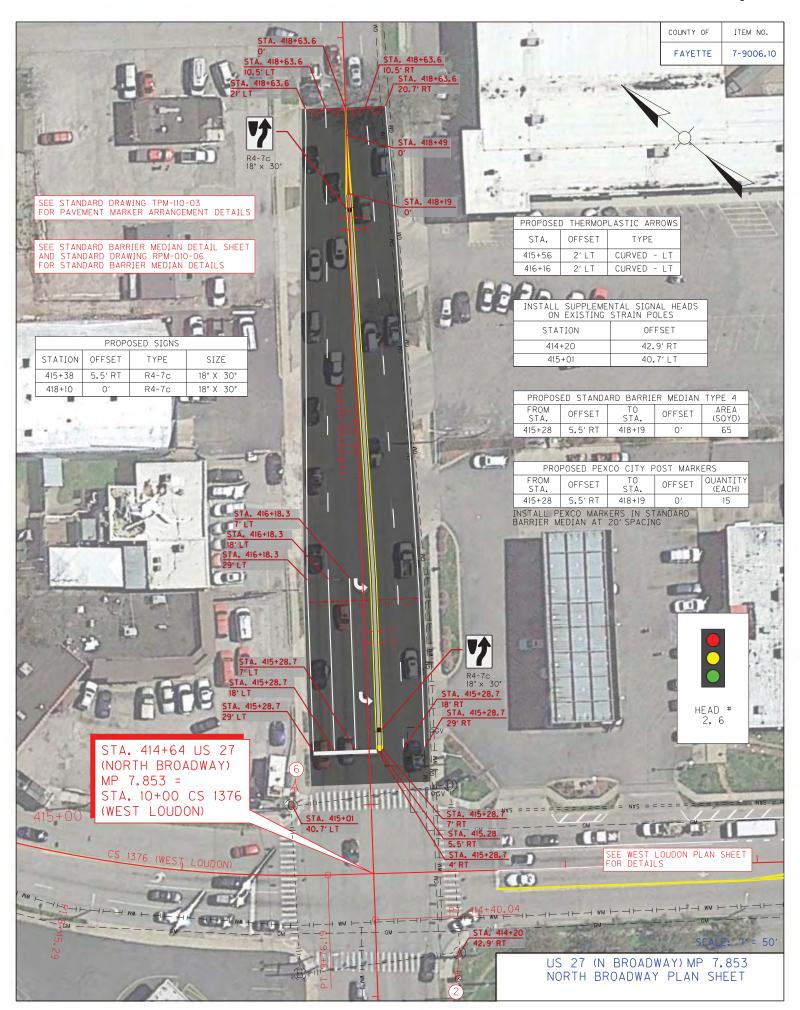
Contract ID: 214107 Page 84 of 170

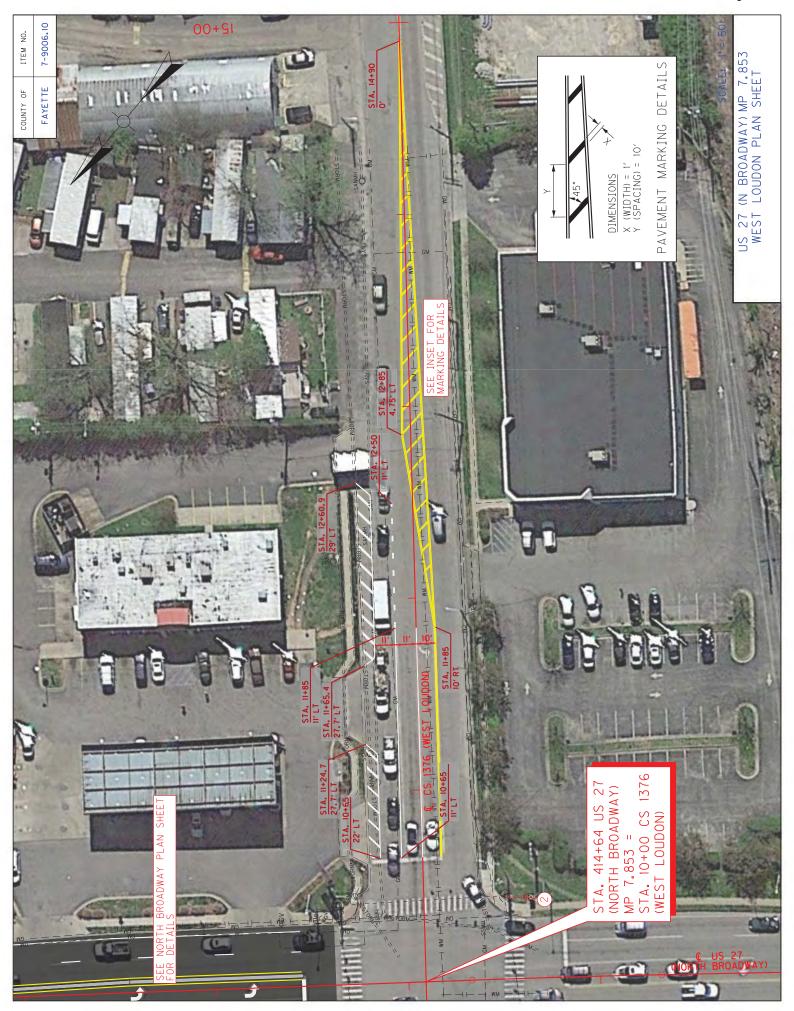


<u>PLAN VIEW</u>









Contract ID: 214107 Page 88 of 170

Jeff Wolfe - Director

DIVISION OF TRAFFIC OPERATIONS

Phone (502) 564-3020 FAX (502) 564-7759

RECOMMENDATION FOR PICKUP OF ITEMS TO BE INSTALLED ON TRAFFIC SIGNAL S/LIGHTING

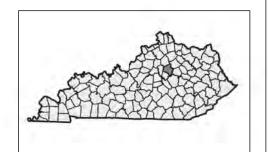
		ON TRAFFIC SIGNALS/LIC	HTING
Item Number:	7-9006.10	_	
County:	Fayette	_	
Description:		oadway) @ CS 1376 (West Loudon)	<u> </u>
Signals			
2	T-02-0009	Siemens 3 Section Signal	
2	T-02-0330	LED Module 12" red ball	
2	T-02-0340	LED Module 12" yellow ball	
2	T-02-0350	LED Module 12" green ball	
Special items			
2	T-02-0640	Mast arm mount signal bracket (3 section)	
Elec	trical Contractor Name	•	
Electrical	Contractor Supervisor	r	Contact number for Supervisor
	Project Enginee	r	Contact number for Project Engineer
Project Engine	er attests that the mer	tioned contractor is the actual electrical contractor on this	project
	Signature of Proj	ect Engineer or Designee	

COUNTY OF ITEM NO. **FAYETTE** 7-9006.40 FASCINATOR LN US 25 (Georgetown Road) © KY 1878 (Citation Boulevard) MP 17.695 LONAN CT CRAVAT PASS MAGGARD DR

SCALE: 1"=2000'

FAYETTE COUNTY US 25 MP 17.695





COUNTY OF	ITEM NO.
FAYETTE	7-9006.40

ITEM	DESCRIPTION	UNIT	QUANTITY
1	DGA BASE	TON	47
214	CL3 ASPH BASE 1.00D PG64-22	TON	42
388	CL3 ASPH SURF 0.38B PG64-22	TON	5.1
1812	REMOVE CURB AND GUTTER	LF	147
1825	ISLAND CURB AND GUTTER	LF	150
2200	ROADWAY EXCAVATION	CUYD	94
2562	TEMPORARY SIGNS	SQFT	119
2569	DEMOBILIZATION	LS	1
2650	MAINTAIN & CONTROL TRAFFIC (US 25 @ KY 1878)	LS	1
2671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2
2726	STAKING (US 25 @ KY 1878)	LS	1
4844	CABLE-NO. 14/5C	LF	750
5990	SODDING	SQYD	100
6541	PAVE STRIPING-THERMO-4 IN Y	LF	106
20188NS835	INSTALL LED SIGNAL-3 SECTION	EACH	4
20550ND	SAWCUT PAVEMENT	LE	143
21415ND	EROSION CONTROL	LS	1
24683ED	PAVE MARKING-THERMO DOTTED LANE EXTEN 6"	LF	54
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	TON	0.07

COUNTY OF	ITEM NO.
FAYETTE	7-9006.40

STRIPING						
Begin Station	Begin Offset	End Station	End Offset	Length	Туре	Description
934+46.1	67.1' L [⊤]	934+54.2	127" LT	56	PAVE STRIPING-THERMO-4 IN Y	Single Solid Yellow Line
934+07.2	117.3' RT	934+15.1	68.9' RT	50	PAVE STRIPING-THERMO-4 IN Y	Single Solid Yellow Line

PAVEMENT MARKINGS							
Begin Station	Begin Offset	End Station	End Offset	Length	Description		
933+62.9	5.5' LT	934+43.0	55.7' LT	26	PAVE MARKING-THERMO DOTTED LANE EXTEN 6"		
934+17.1	58.4' RT	935+03.2	6'RT	28	PAVE MARKING-THERMO DOTTED LANE EXTEN 6"		

RESHAPE MEDIAN						
Begin Station	Begin Offset	End Station	End Offset	Description	Unit	Quantity
934+06	117.3'	934+21	65' RT	DGA BASE	TON	21
934+06	117.3'	934+21	65' RT	CL3 ASPH BASE 1.00D PG64-22	TON	18
934+06	117.3'	934+21	65' RT	ASPHALT MATERIAL FOR TACK NON-TRACKING	TON	0.03
934+06	117.3'	934+21	65' RT	CL3 ASPH SURF 0.38B PG64-22	TON	2.2
934+10.5	117.3'	934+22.9	75' RT	ISLAND CURB AND GUTTER	LF	69
934+10.5	117.3	934+22.9	75' RT	REMOVE CURB AND GUTTER	LF	70
934+06	117.3'	934+21	65' RT	ROADWAY EXCAVATION	CUYD	43
934+10.5	117.3' RT	934+21	117.3' RT	SODDING	SQYD	44
934+06	117.3'	934+21	65' RT	SAWCUT PAVEMENT	LF	66
934+40.5	63'	934+55.2	127' LT	DGA BASE	TON	26
934+40.5	63'	934+55.2	127' LT	CL3 ASPH BASE 1.00D PG64-22	TON	24
934+40.5	63'	934+55.2	127' LT	ASPHALT MATERIAL FOR TACK NON-TRACKING	TON	0.04
934+40.5	63'	934+55.2	127' LT	CL3 ASPH SURF 0.38B PG64-22	TON	2.9
934+38.1	73'	934+50.9	127' LT	ISLAND CURB AND GUTTER	LF	81
934+38.1	73'	934+50.9	127' LT	REMOVE CURB AND GUTTER	LF	77
934+40.5	63'	934+55.2	127' LT	ROADWAY EXCAVATION	CUYD	51
934+38.1	127' LT	934+50.9	127' LT	SODDING	SQYD	56
934+40.5	63'	934+55.2	127' LT	SAWCUT PAVEMENT	LF	77

Item	Description	Unit	Quantity
1	DGA BASE	TON	47
214	CL3 ASPH BASE 1.00D PG64-22	TON	42
388	CL3 ASPH SURF 0.38B PG64-22	TON	5.1
1812	REMOVE CURB AND GUTTER	LF	147
1825	ISLAND CURB AND GUTTER	LF	150
2200	ROADWAY EKCAVATION	CUYD	94
5990	SODDING	SQYD	100
6541 PAVE STRIPING-THERMO-4 IN Y		ĹF	106
20550ND	SAWCUTPAVEMENT	LF	143
24683ED PAVE MARKING-THERMO DOTTED LANE EXTEN 6"		LF	54
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	TON	0.07

COUNTY OF	ITEM NO.
FAYETTE	7-9006.40

INSTALL SUPPLEMENTAL SIGNAL HEADS				
Station*	Offset*	Description		
933+64	81.4' LT	3-Section LED signal head		
933+59	83.6' RT	3-Section LED signal head		
935+01	77.1' LT	3-Section LED signal head		
935+06	63.9' RT	3-Section LED signal head		

^{*}Station and Offset are approximate and are for information only. Mount signal heads on existing steel strain poles.

Item	Description	Unit	Quantity
20188NS85	INSTALL LED SIGNAL-3 SECTION	EACH	4

Supplemental Signal Heads for: US 25 @ KY 1878

Signal Heads For NB US 25

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
3-Section	1		1		1	
Totals	1	0	1	0	1	0

Signal Heads For SB US 25

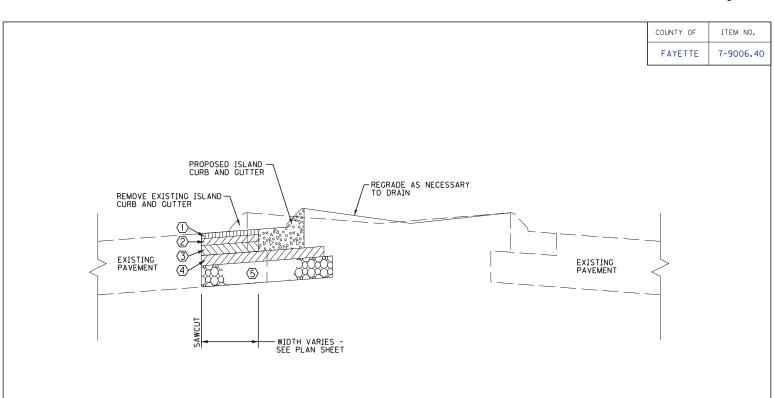
Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
3 Section	1		1		1	
Totals	1	0	1	0	1	0

Signal Heads For EB KY 1878

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
3 Section	1		1		1	
Totals	1	0	1	0	1	0

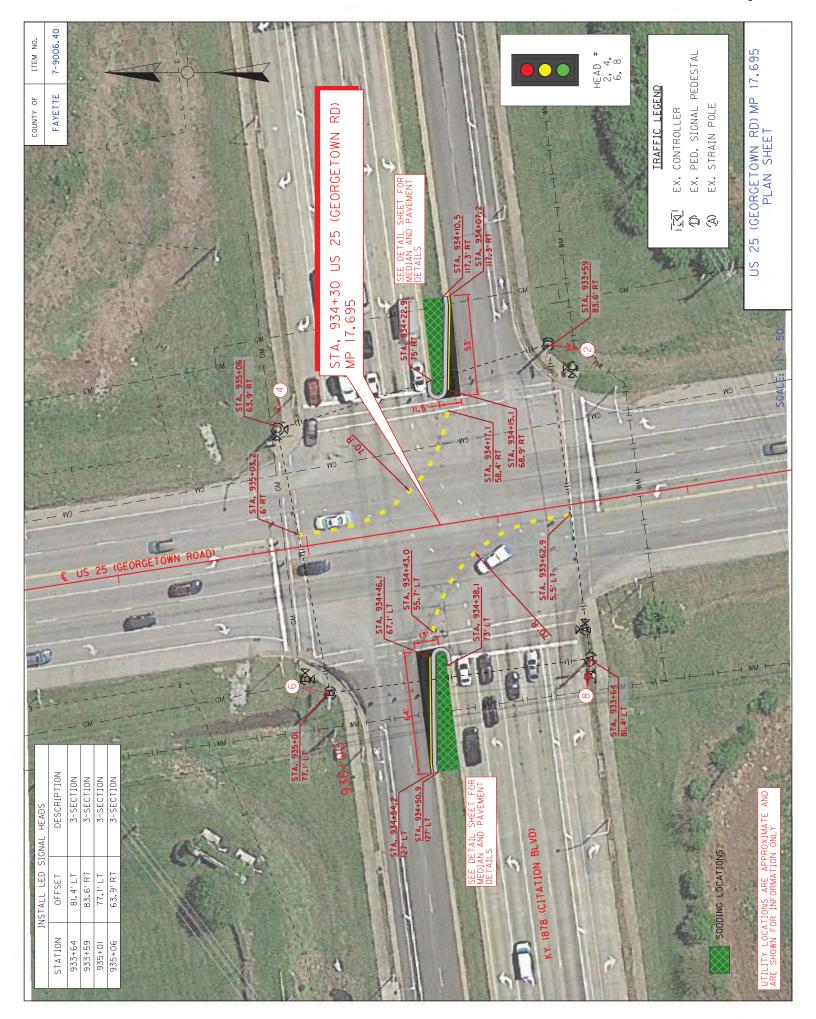
Signal Heads For WB KY 1878

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
3 Section	1		1		1	
Totals	1	0	1	0	1	0



RESHAPE MEDIAN - TYPICAL SECTION

- ① 1.5" CL3 ASPH SURF 0.38B PG64-22
- 2 2.5 CL3 ASPH BASE 1.00D PG64-22
- 3 4" CL3 ASPH BASE 1.00D PG64-22
- 4 4 CL3 ASPH BASE 1.00D PG64-22
- 5 8" DGA BASE



Contract ID: 214107 Page 95 of 170

Jeff Wolfe - Director

DIVISION OF TRAFFIC OPERATIONS

Phone (502) 564-3020 FAX (502) 564-7759

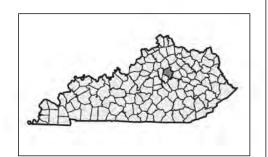
RECOMMENDATION FOR PICKUP OF ITEMS TO BE INSTALLED ON TRAFFIC SIGNALS/LIGHTING

Item Number:	7-9006.40		
County:	Fayette		
Description:	US 25 (Georgeto	own Rd.) at KY 1878 (Citation Blvd.)	
	,	,	_
			_
Signals			
4	T-02-0009	Siemens 3 Section Signal	
4	T-02-0330	LED Module 12" red ball	
4	T-02-0340	LED Module 12" yellow ball	
4	T-02-0350	LED Module 12" green ball	
	T-02-0365	LED Countdown Pedestrian Module	
Special items			
4	T-02-0640	Mast arm mount signal bracket (3 section)	
Elect	rical Contractor Name		_
Electrical	Contractor Supervisor		Contact number for Supervisor
	Project Engineer		Contact number for Project Engineer
Project Engine	eer attests that the me	ntioned contractor is the actual electrical contractor on th	is project
	Signature of Proje	ct Engineer or Designee	

COUNTY OF ITEM NO. FAYETTE 7-9006.60 CS 4524 (Man O War) © KY 1968 (Parkers Mill Road) MP 1.269 SCALE: 1"=1000'

FAYETTE COUNTY CS 4524 MP 1.269





COUNTY OF	ITEM NO.
FAYETTE	7-9006.60

ITEM	DESCRIPTION	UNIT	QUANTITY
1810	STANDARD CURB AND GUTTER	LF	126
1812	REMOVE CURB AND GUTTER	LF	126
2562	TEMPORARY SIGNS	SQFT	91
2569	DEMOBILIZATION	LS	1
2650	MAINTAIN & CONTROL TRAFFIC (CS 4524 @ KY 1968)	LS	1
2671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2
2720	SIDEWALK-4 IN CONCRETE	SQYD	58
2721	REMOVE CONCRETE SIDEWALK	SQYD	147
2726	STAKING (CS 4524 @ KY 1968)	LS	1
4844	CABLE-NO. 14/5C	LF	1300
5990	SODDING	SQYD	92
6406	SBM ALUM SHEET SIGNS .080 IN	SQFT	18
6410	STEEL POST TYPE 1	LF	24
6540	PAVE STRIPING-THERMO-4 IN W	LF	124
6541	PAVE STRIPING-THERMO-4 IN Y	LF	184
6566	PAVE WARKING-THERMO X-WALK-12 IN	LF	136
6568	PAVE NARKING-THERMO STOP BAR-24IN	ĹF	90
6569	PAVE WARKING-THERMO CROSS-HATCH	SQFT	55
6598	PAVEMENT MARKING REMOVAL	SQFT	247
20188NS835	INSTALL LED SIGNAL-3 SECTION	EACH	10
20266ES835	INSTALL LED SIGNAL-4 SECTION	EACH	2
21415ND	EROSION CONTROL	LS	1
21417ES717	PAVE WARK THERMO CONE CAP-SOLID YELLOW	SQFT	90
23158ES505	DETECTABLE WARNINGS	SQFT	16
24631EC	BARCODE SIGN INVENTORY	EACH	2
24955ED	REMOVE SIGNAL EQUIPMENT (CS 4524 @ KY 1968)	EACH	1

COUNTY OF ITEM NO.

FAYETTE 7-9006.60

			PEDESTRIAN I	MPROVEMENTS		
Begin Station	Begin Offset	End Station	End Offset	Description	Unit	Quantity
66+49	41' LT	66+87	75' LT	REMOVE CONCRETE SIDEWALK	SQYD	65
67+43	107' LT	67+86	58'LT	REMOVE CONCRETE SIDEWALK	SQYD	82
66+50	35' LT	66+93	73' LT	REMOVE CURB AND GUTTER	LF	64
67+40	82' LT	67+85	45' LT	REMOVE CURB AND GUTTER	LF	62
66+49	41' LT	66+87	75'LT	SIDEWALK-4 IN CONCRETE	SQYD	45
67+59	58' LT	67+86	58' LT	SIDEWALK-4 IN CONCRETE	SQYD	13
66+86	60' LT	si e	4 - 4 - 4	DETECTABLE WARNINGS	SQFT	8
67+67	56' LT) = 5 2 5 = 1		DETECTABLE WARNINGS	SQFT	8
66+50	35' LT	66+93	73'LT	STANDARD CURB AND GUTTER	LF	64
67+40	82' LT	67+85	45' LT	STANDARD CURB AND GUTTER	LF	62
66+49	41' LT	66+87	75' LT	SODDING	SQYD	28
67+43	107' LT	67+86	58' LT	SODDING	SQYD	64

Item	Description	Unit	Quantity
1810	STANDARD CURB AND GUTTER	LF	126
1812	REMOVE CURB AND GUTTER	LF	126
2720 SIDEWALK-4 IN CONCRETE		SQYD	58
2721 REMOVE CONCRETE SIDEWALK		SQYD	147
5990	SODDING	SQYD	92
23158ES505	DETECTABLE WARNINGS	SQFT	16

COUNTY OF ITEM NO.

FAYETTE 7-9006.60

			S.	TRIPING	
Begin Station	Begin Offset	End Station	End Offset	Length	Description
66+17.3	44.4' RT	66+33.4	44.4' RT	17	PAVE STRIPING-THERMO-4 IN W
66+17.3	32.6' RT	66+33.6	32.6' RT	17	PAVE STRIPING-THERMO-4 IN W
66+17.3	21.2' RT	66+33.7	21.2' RT	17	PAVE STRIPING-THERMO-4 IN W
66+17.3	9.5' RT	66+33.8	9,5 RT	17	PAVE STRIPING-THERMO-4 IN W
67+69.0	11.5' LT	67+83.0	11.5' LT	14	PAVE STRIPING-THERMO-4 IN W
67+69.0	22.5' LT	67+83.0	22.5' LT	14	PAVE STRIPING-THERMO-4 IN W
67+69.0	33.5' LT	67+83.0	33,5' LT	14	PAVE STRIPING-THERMO-4 IN W
67+69.0	44.2' LT	67+83.0	44.2' LT	14	PAVE STRIPING-THERMO-4 IN W
66+17.3	0,	66+38.0	0'	42	PAVE STRIPING-THERMO-4 IN Y
66+17.3	11.2' LT	66+38.0	11.2' LT	42	PAVE STRIPING-THERMO-4 IN Y
67+62.4	10' RT	67+86.4	10' RT	50	PAVE STRIPING-THERMO-4 IN Y
67+62.4	0'	67+86.4	0'	50	PAVE STRIPING-THERMO-4 IN Y

PAVEMENT MARKINGS							
Begin Station	Begin Offset	End Station	End Offset	Description	Unit	Quantity	
66+33.4	44.4' RT	66+33.4	0'	PAVE MARKING-THERMO STOP BAR-24 IN	LF	45	
67+67	0'	67+67	44.2' LT	PAVE MARKING-THERMO STOP BAR-24 IN	LF	45	
66+91.6	56' LT	67+58	53'LT	PAVE MARKING-THERMO X-WALK-12 IN	LF	136	
66+22	0'	66+38	11.2' LT	PAVE MARKING-THERMO CROSS-HATCH	SQFT	28	
67+62.4	10' RT	67+86.8	0'	PAVE MARKING-THERMO CROSS-HATCH	SQFT	27	
66+38	5.6' LT	24	-47	PAVE MARK THERMO CONE CAP-SOLID YELLOW	SQFT	45	
67+62.4	5' RT	44	-	PAVE MARK THERMO CONE CAP-SOLID YELLOW	SQFT	45	

PAVEMENT MARKING REMOVAL					
Begin Station	Begin Offset	End Station	End Offset	Area (SQFT)	Description
66+87.0	56' LT	67+61.0	54' LT	69	Existing Crosswalk
66+17.3	44.4' RT	66+17.3	0'	89	Existing Stop Bar
67+82.4	0'	67+82.8	44.2' LT	89	Existing Stop Bar

PROPOSED SIGNS						
Station	Offset	Туре	SBM Alum Sheet Signs .080 in (SqFt)	Steel Post Type 1 (LF)	Barcode Sign Inventory (Each)	
66+60	215' RT	W3-3 (Signal Ahead)	9	12	1	
67+17	240' LT	W3-3 (Signal Ahead)	9	12	1	

<u>Item</u>	Description	Unit	Quantity
6406	SBM ALUM SHEET SIGNS .080 IN	SQFT	18
6410	STEEL POST TYPE 1	LF	24
6540	PAVE STRIPING-THERMO-4 IN W	LF	124
6541	PAVE STRIPING-THERMO-4 IN Y	LF	184
6566	PAVE MARKING-THERMO X-WALK-12 IN	LF	136
6568	PAVE MARKING-THERMO STOP BAR-24 IN	LF	90
6569	PAVE MARKING-THERMO CROSS-HATCH	SQFT	55
6598	PAVEMENT MARKING REMOVAL	SQFT	247
21417ES717	PAVE MARK THERMO CONE CAP-SOLID YELLOW	SQFT	90
24631EC	BARCODE SIGN INVENTORY	EACH	2

INSTALL SIGNAL HEADS					
Station* Offset*		Description			
66+53	13' LT	4-Section LED signal head with reflective backplate			
66+56	22' LT	3-Section LED signal head with reflective backplate			
66+59	31' LT	3-Section LED signal head with reflective backplate			
66+61	65' RT	3-Section LED signal head with reflective backplate			
66+71	63' RT	3-Section LED signal head with reflective backplate			
66+84	61' RT	3-Section LED signal head with reflective backplate			
67+15	59' LT	3-Section LED signal head with reflective backplate			
67+26	60' LT	3-Section LED signal head with reflective backplate			
67+34	60' LT	3-Section LED signal head with reflective backplate			
67+41	18' RT	3-Section LED signal head with reflective backplate			
67+45	9' RT	3-Section LED signal head with reflective backplate			
67+49	3'LT	4-Section LED signal head with reflective backplate			

COUNTY OF	ITEM NO.
FAYETTE	7-9006.60

^{*}Station and Offset are approximate and are for information only. Align signal heads with existing span wires and driving lanes.

Item	<u>Description</u>	Unit	Quantity	
20188NS835	INSTALL LED SIGNAL-3 SECTION	EACH	10	
20266ES835	INSTALL LED SIGNAL-4 SECTION	EACH	2	

Replacement Signal Heads for: CS 4524 @ KY 1968

Signal Heads For NB CS 4524

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
4-Section with Backplate		1		2		1
3-Section with Backplate	1		1		1	
3-Section with Backplate	1	hII.	1		1	
Totals	2	1	2	2	2	1

Signal Heads For SB CS 4524

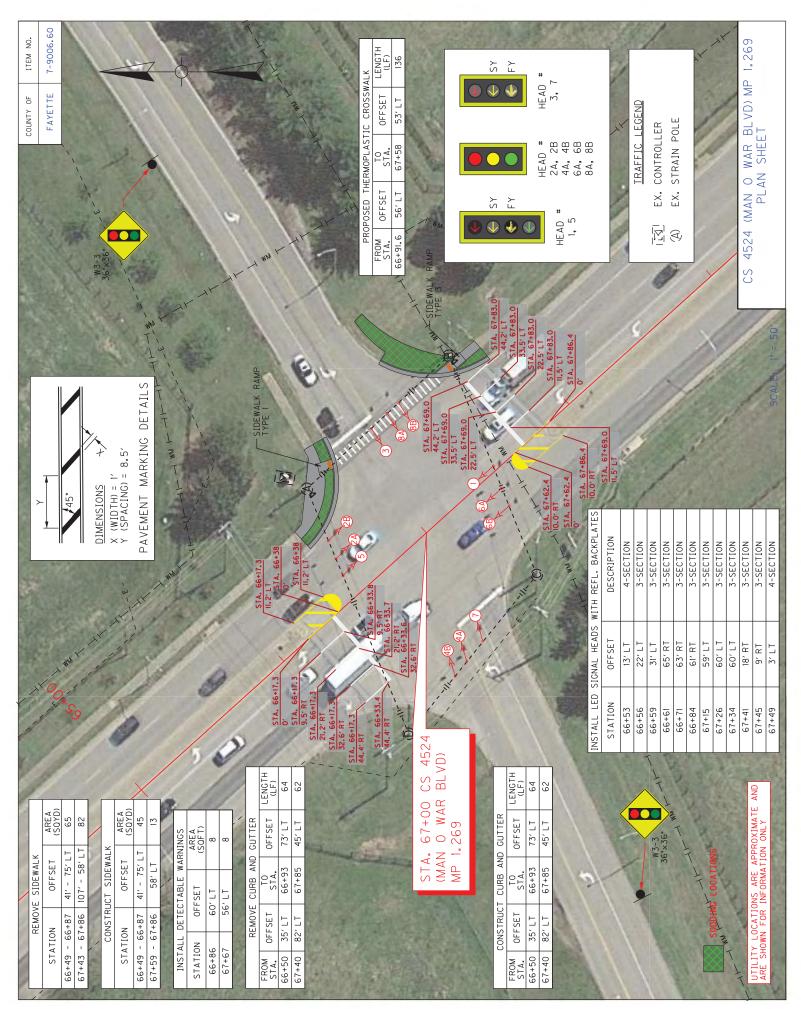
Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
4-Section with Backplate		1		2		1
3-Section with Backplate	1	1111	1		1	
3-Section with Backplate	1		1		1	
Totals	2	1	2	2	2	1

Signal Heads For EB KY 1968

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
3-Section with Backplate	11171	1		2		
3-Section with Backplate	1		1		1	
3-Section with Backplate	1		1		1	
Totals	2	1	2	2	2	0

Signal Heads For WB KY 1968

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
3-Section with Backplate		1		2		
3-Section with Backplate	1	1171	1		1	
3-Section with Backplate	1		1.		1	
Totals	2	1	2	2	2	0



Contract ID: 214107 Page 102 of 170

Jeff Wolfe - Director

DIVISION OF TRAFFIC OPERATIONS

Phone (502) 564-3020 FAX (502) 564-7759

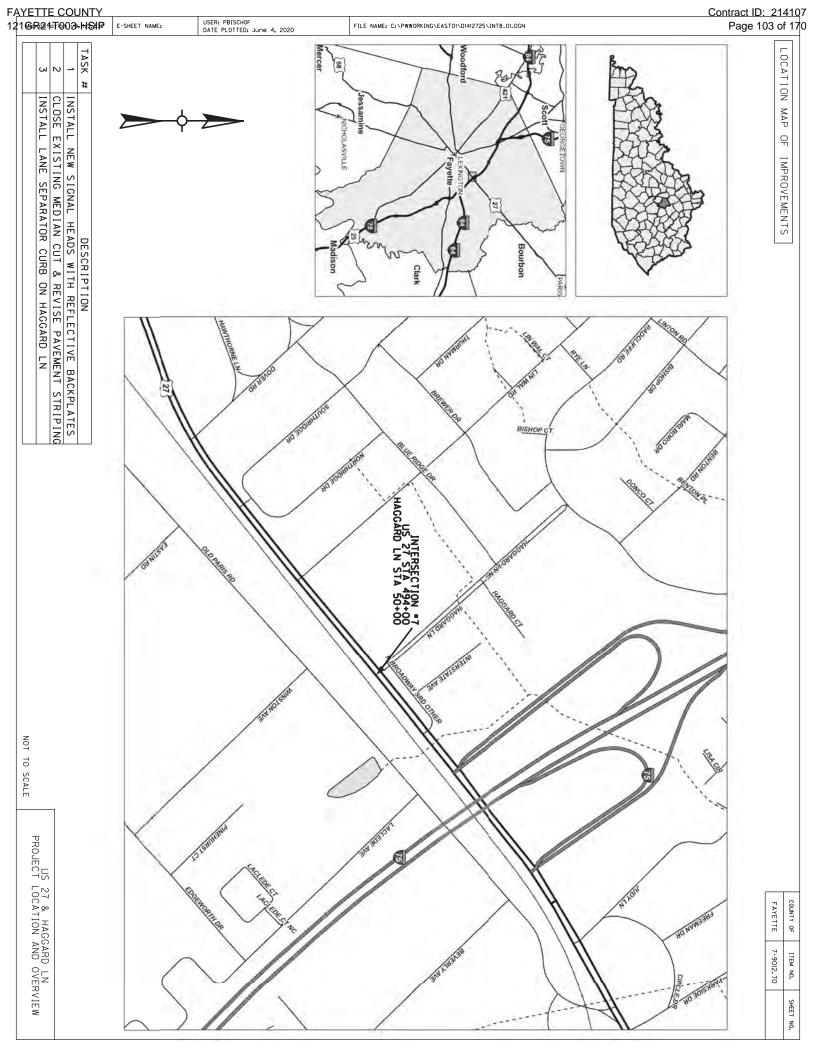
RECOMMENDATION FOR PICKUP OF ITEMS TO BE INSTALLED ON TRAFFIC SIGNALS/LIGHTING

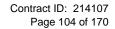
Item Number:	7-9006.60
County:	Fayette

Description: CS 4524 (Man O War Blvd.) at KY 1968 (Parkers Mill Rd.)

Signals						
10	T-02-0009	2-0009 Siemens 3 Section Signal				
10	T-02-0032	Siemen 3 section backplate				
2	T-02-0033	Siemen 4 secton 12" signal (poly)				
2	T-02-0043	Siemen 4-sec. straight signal backplate				
4	T-02-0300	LED Module 12" red arrow				
8	T-02-0310	LED Module 12" yellow arrow				
2	T-02-0320 LED Module 12" green arrow					
8	3 T-02-0330 LED Module 12" red ball					
8	T-02-0340	LED Module 12" yellow ball				
8	T-02-0350	LED Module 12" green ball				

Electrical Contractor Name	
Electrical Contractor Supervisor	Contact number for Supervisor
Project Engineer	Contact number for Project Engineer
Project Engineer attests that the mentioned contractor is the actual el	lectrical contractor on this project









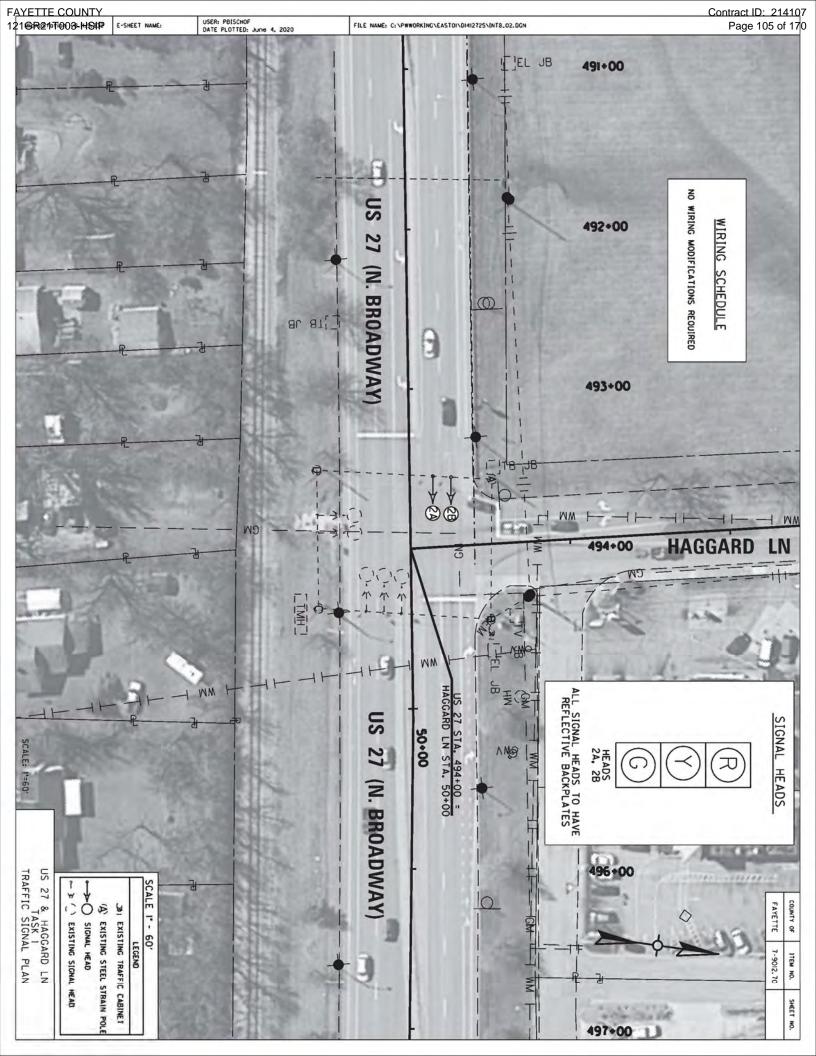
Highway Safety Improvement Program

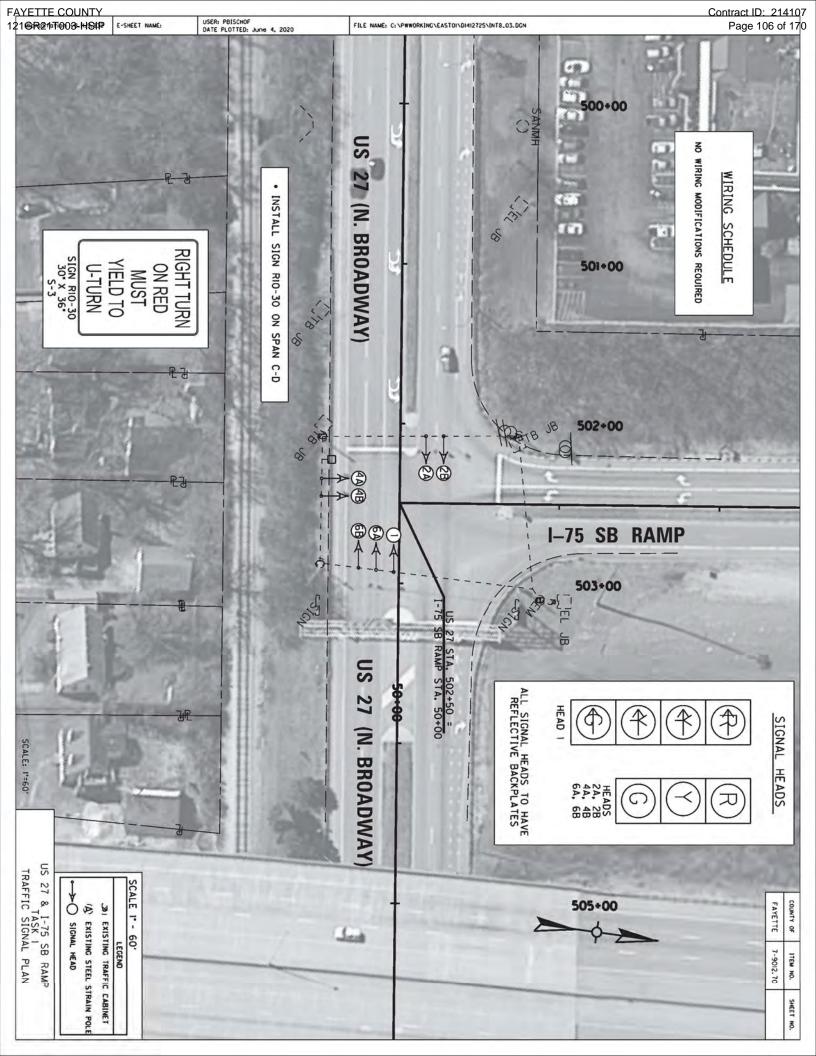
Item No: 7-9012.70 County: Fayette

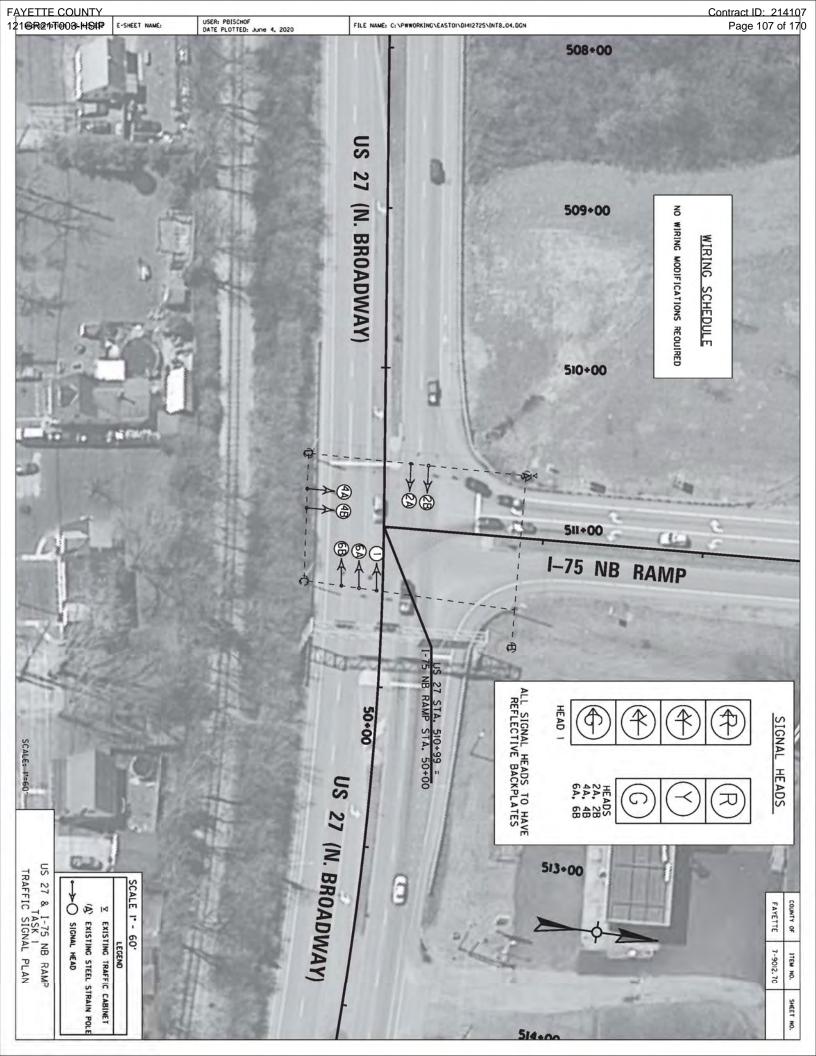
Route: US 27 & Haggard Ln

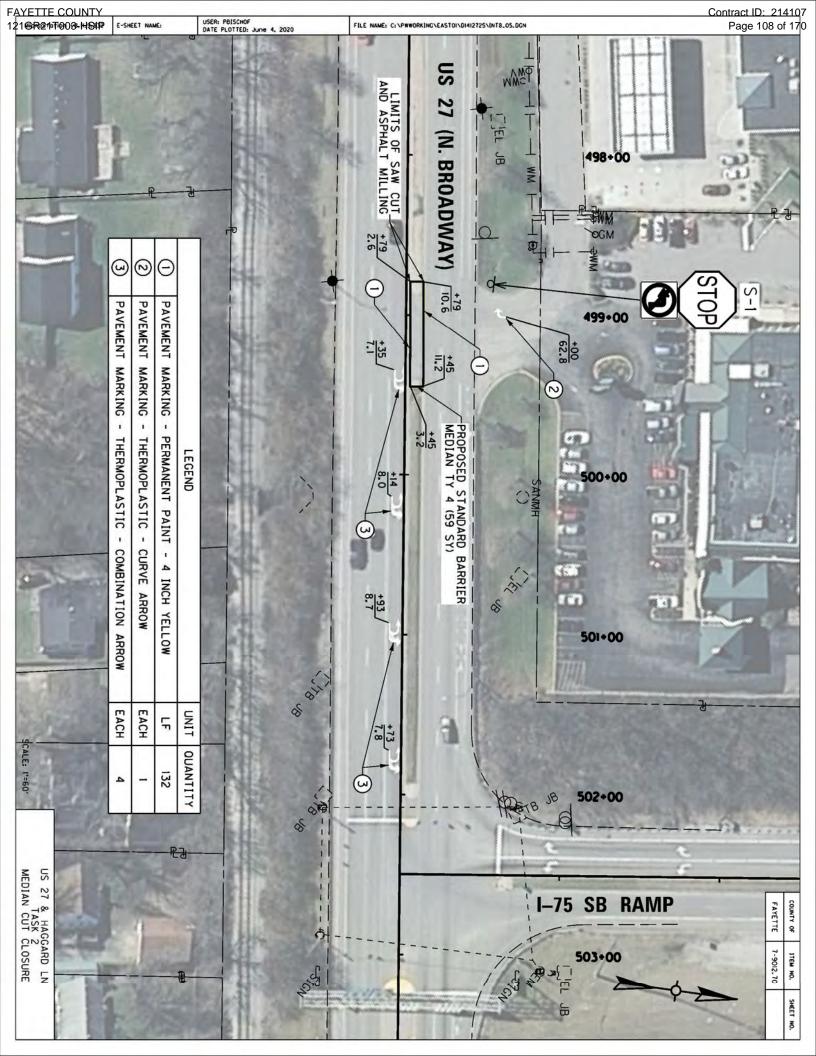
	ntersection #7	' - US 27	& Haggard Ln I	mprovements
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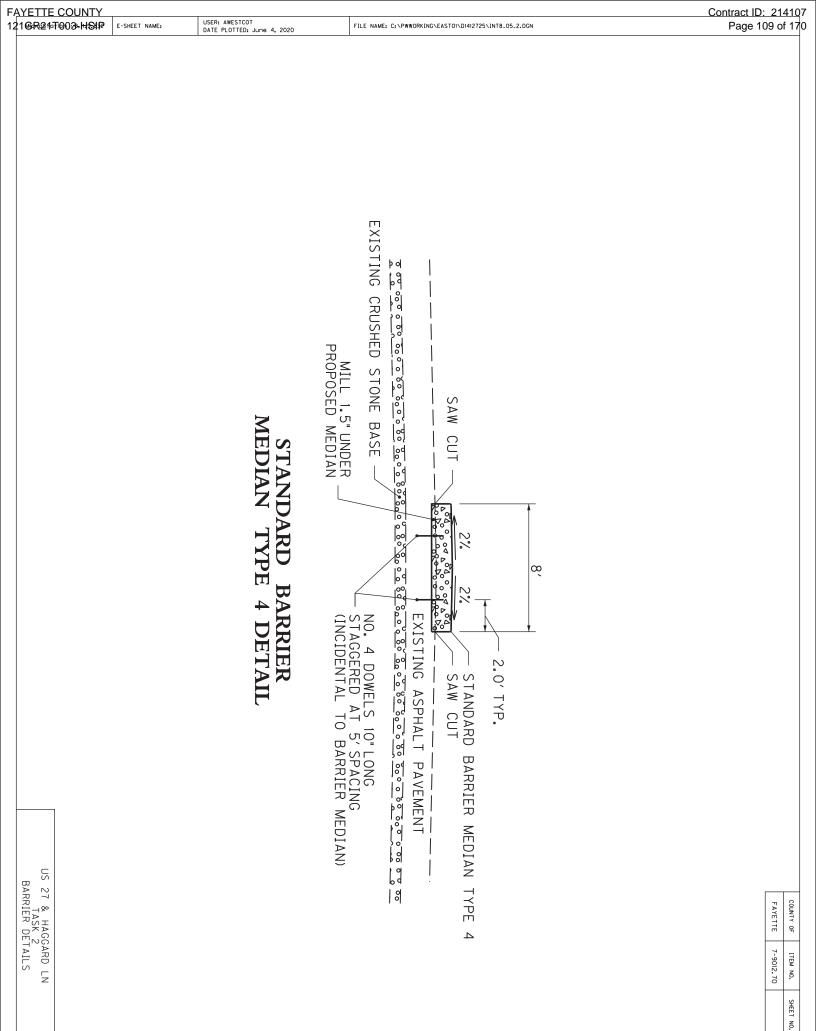
	Intersection #7 - OS 27 & Haggard Ln Improvements								
Item No.	Item	Unit	Quantity						
1921	Standard Barrier Median TY 4	SY	59						
2569	Demobilization	LS	1						
2650	Maintain & Control Traffic	LS	1						
2677	Asphalt Pave Mill & Text	TON	5						
2726	Staking	LS	1						
24955ED	Remove Signal Equipment (US 27 & Haggard Ln)	EA	1						
24955ED	Remove Signal Equipment (US 27 & I-75 SB Ramp)	EA	1						
24955ED	Remove Signal Equipment (US 27 & I-75 NB Ramp)	EA	1						
6406	SBM Alum Sheet Signs .080 in.	SF	30						
6410	Steel Post Type 1	LF	32						
6472	Install Span Mounted Sign	EA	1						
6514	Pavement Striping - Permanent Paint - 4 in.	LF	550						
6574	Pavement Marking - Thermoplastic Curve Arrow	EA	1						
6575	Pavement Marking - Thermoplastic Combination Arrow	EA	4						
20188NS835	Install LED Signal - 3 Section	EA	14						
20266ES835	Install LED Signal - 4 Section	EA	2						
20550ND	Sawcut Pavement	LF	148						
22680EN	QWICK KURB Median Separator	LF	103						
2676	MOBILIZATION FOR MILL AND TEXT	LS	1						

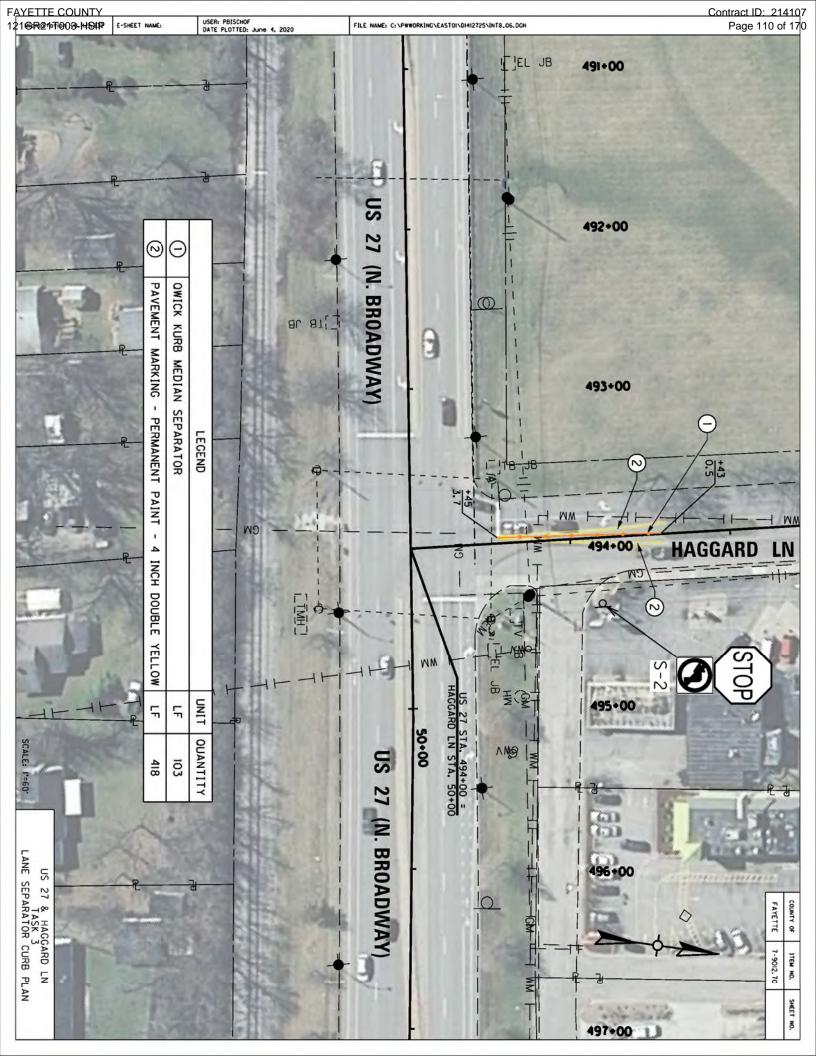












Contract ID: 214107 Page 111 of 170 **FAYETTE COUNTY** USER: PBISCHOF DATE PLOTTED: June 4, 2020 1216R21T003-HSI₽ FILE NAME: C:\PWWORKING\EASTOI\DI412725\INT8_07.DGN E-SHEET NAME: 8-6 S-5 5-1 S-3 S-2 · SIZES IN INCHES 24. 30 24 36. 36 24. 36. 24 36. 36 MESSAGES RIGHT TURN ON RED MUST YIELD TO U-TURN SPECIFICATION R10-30 RI-I RI-SIDE OF ROAD Ξ Ŗ Ξ Ξ Ξ FACING TRAFFIC TRAVELING SB SB ₩B ₩B SB SIGN LOCATION HAGGARD LN HAGGARD LN ON ROAD US 27 US 27 S 27 AT STATION (APPROXIMATE) 502+70 498+80 498+80 48+82 48+82 NOT TO SCALE US 27 & HAGGARD LN TASKS 2 & 3 SIGN DETAIL SHEET COUNTY OF FAYETTE 7-9012.70 ITEM NO. SHEET NO.

FAYETTE COUNTY 121GR21T003eHSIRe - Director Phone (502) 564-3020 FAX (502) 564-7759

DIVISION OF TRAFFIC OPERATIONS

Contract ID: 214107 Page 112 of 170

PROJECT MATERIALS RELEASE FORM FOR SIGNAL AND LIGHTING

Note: Email form with signatures to KYTC's warehouse (kim.stamper@ky.gov) at least two (2) days prior to arrival for pickup. Ensure Contractor's delivery driver has a copy of form with signatures. Failure to do either may result in long delays or refusal to distribute materials upon arrival.

7-9012.70

Signature of Project Engineer or Designee

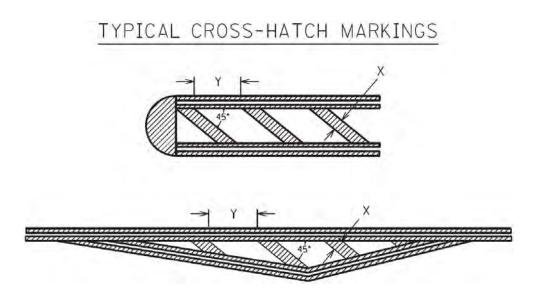
Item Number:

Canadal itan

Fayette County: US 27 & Haggard Ln Description: Signals 14 T-02-0009 Siemens 3 Section Signal 14 T-02-0032 Siemen 3 section backplate 2 T-02-0033 Siemen 4 secton 12" signal (poly) Siemen 4-sec. straight signal backplate LED Module 12" red arrow 2 T-02-0043 2 T-02-0300 LED Module 12" yellow arrow 4 T-02-0310 2 T-02-0320 LED Module 12" green arrow LED Module 12" red ball LED Module 12" yellow ball 14 T-02-0330 14 T-02-0340 LED Module 12" green ball 14 T-02-0350

Special items			
1 T-09-0415	30 X 36 through 36 X 36 sign hanger (New)		
REQUIRED			•
Electrical Contractor Name		_	
Electrical Contractor Supervisor		Contact number for St	upervisor
Project Engineer		Contact number for Pr	oject Engineer
Project Engineer attests that the mention	oned contractor is the actual electrical contractor on this project		

CROSS-HATCH PAVEMENT MARKINGS DETAIL



The cross-hatch pavement marking width (X) and spacing (Y) will usually be specified in the plans. The width to spacing values usually have a ratio of 1:10. If the plans do not specify the width (X) and spacing (Y) the Engineer will provide the contractor with the X and Y values for each cross-hatch installation. If necessary, the Engineer may obtain guidance from the District Traffic Engineer and/or the Division of Traffic Operations.

NOTE: Adjust the width and spacing of the cross-hatch pavement markings as necessary so that a minimum of three (3) cross-hatch markings are placed within the area being marked. The 1:10 ratio between width and spacing values should be maintained as much as possible.

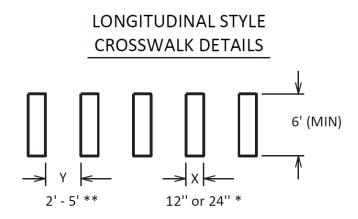
Refer to Section 717 of the Standard Specifications for Road and Bridge Construction, current edition, for more information concerning Material and Construction specifications.

The Department will measure the finished in-place area of Cross-Hatch Pavement Markings in Square Feet. The Department will NOT measure overlaps or the void space between cross-hatching. See Section 717.04 for additional measurement information.

When listed in the bid items, the Department will make payment for the completed and accepted quantities of Cross-Hatch Pavement Markings under the following:

<u>Code</u>	Pay Item	Pay Unit
06569	Pave Marking-Thermo Cross-Hatch	Square Foot
23253ES717	Pave Mark TY 1 Tape Cross Hatch	Square Foot

LONGITUDINAL STYLE CROSSWALK DETAIL



*BARS WILL BE SPECIFIED AS 12" OR 24"

*THE SPACE BETWEEN BARS IS TYPICALLY TWICE THE WIDTH OF THE BAR. ADJUST LAYOUT OF BARS AND/OR SPACING SO AS TO AVOID THE WHEEL PATHS OF APPROACHING VEHICLES.

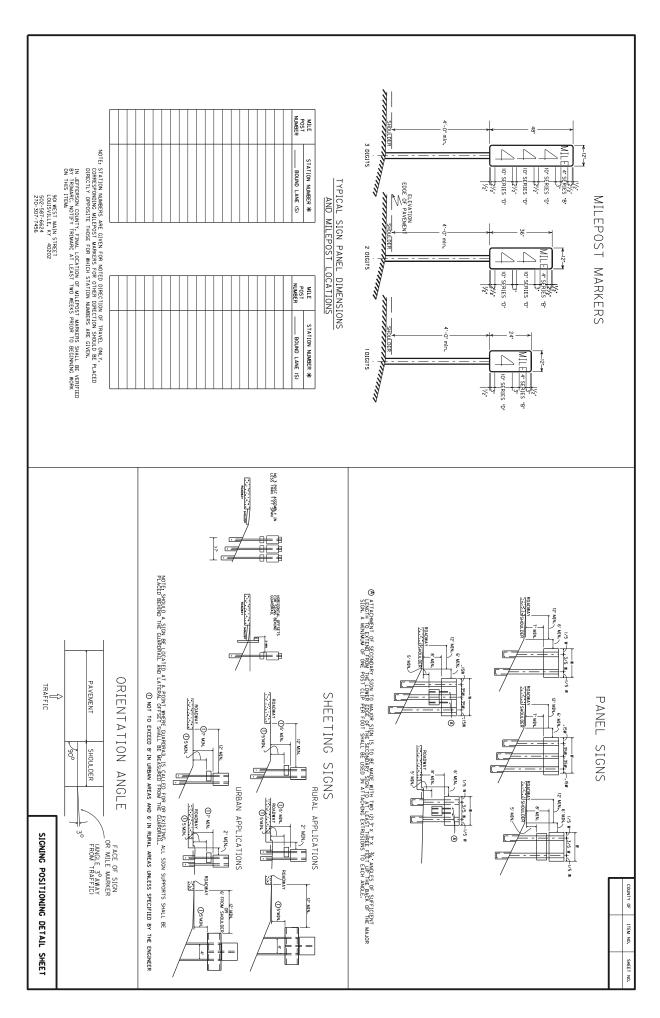
The longitudinal crosswalk bar width (X) will be specified in the bid item descriptions, summary sheets, and/or plans. The spacing (Y) between the longitudinal cross walk bars should be twice the bar width, unless otherwise specified, or otherwise directed by the Engineer:

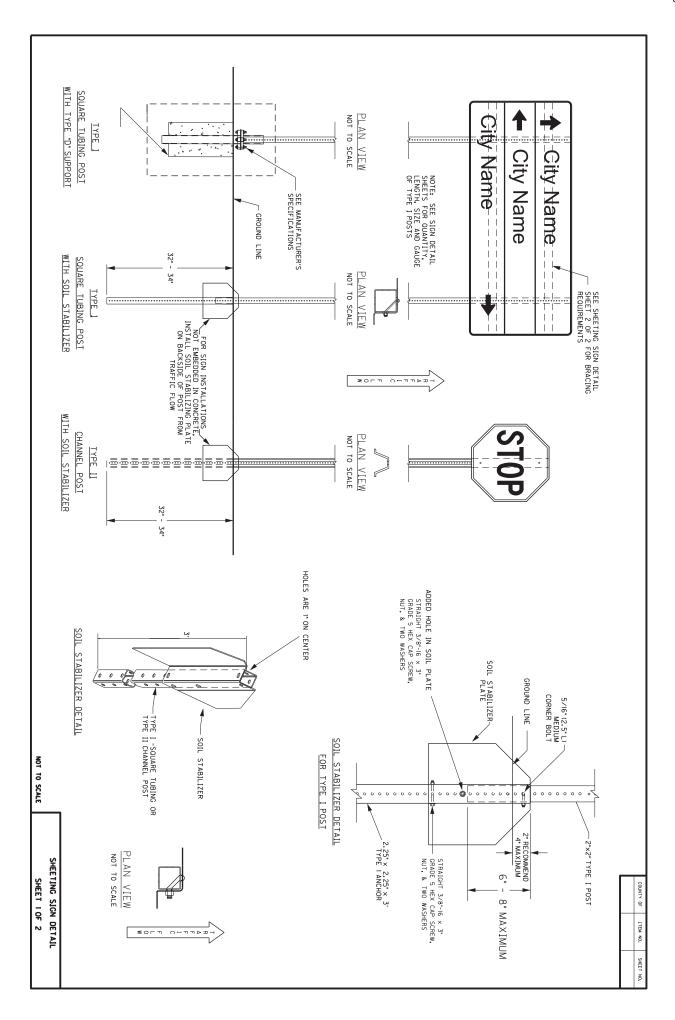
Refer to Section 717 of the Standard Specifications for Road and Bridge Construction, current edition, for more information concerning Material and Construction specifications.

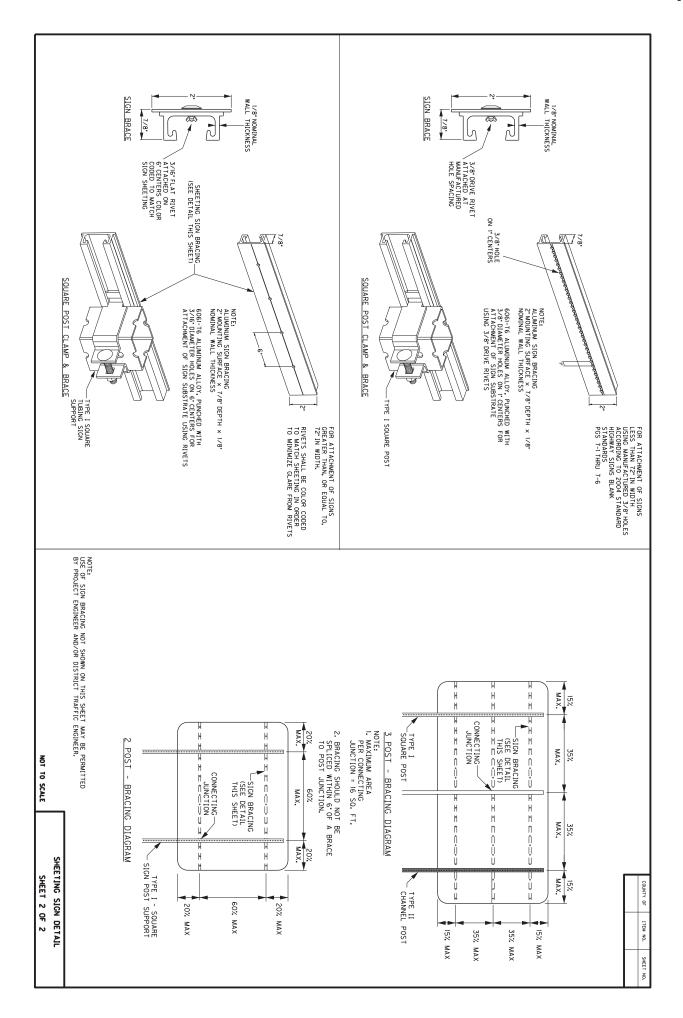
The Department will measure the sum of the lengths of all the longitudinal crosswalk bars in Linear Feet. See Section 717.04 for additional measurement information.

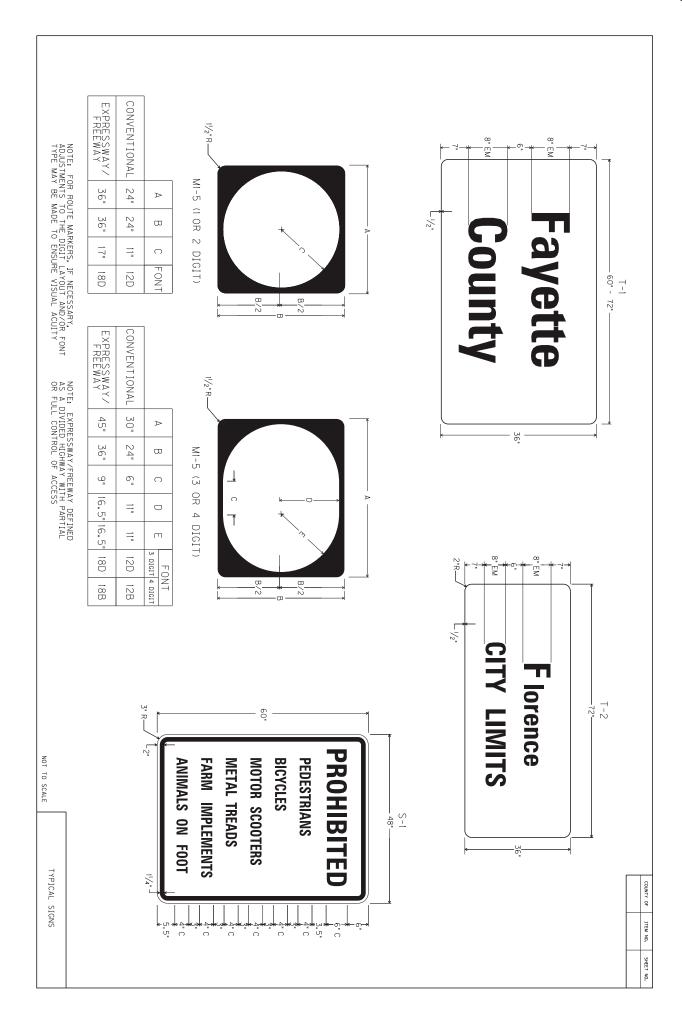
When listed in the bid items, the Department will make payment for the completed and accepted quantities of longitudinal style crosswalks under the following:

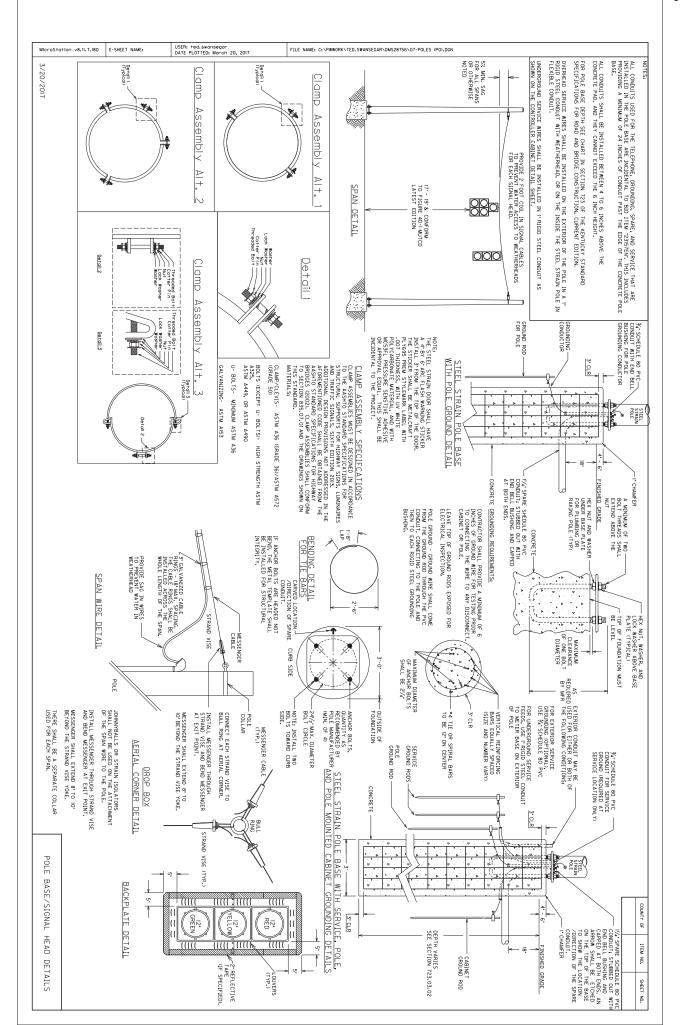
<u>Code</u>	Pay Item	Pay Unit
06566	Pave Marking-Thermo X-Walk-12 Inch	Linear Foot
23261EC	Pave Mark-Thermo-X-Walk-24 Inch	Linear Foot
23264ES717	Pave Mark TY 1 Tape X-Walk-12 Inch	Linear Foot

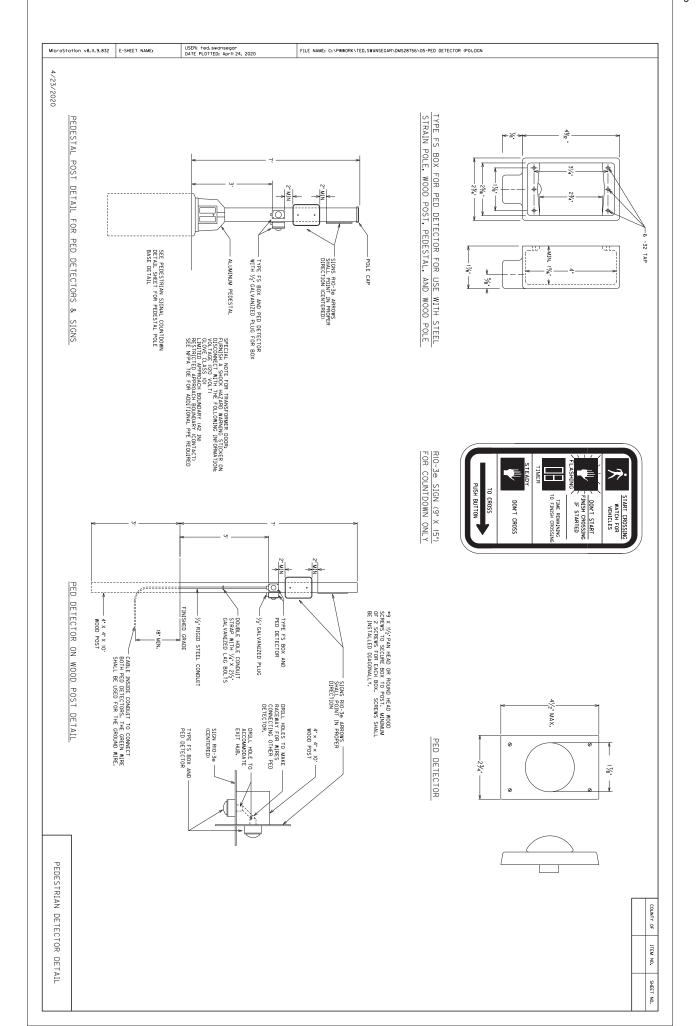


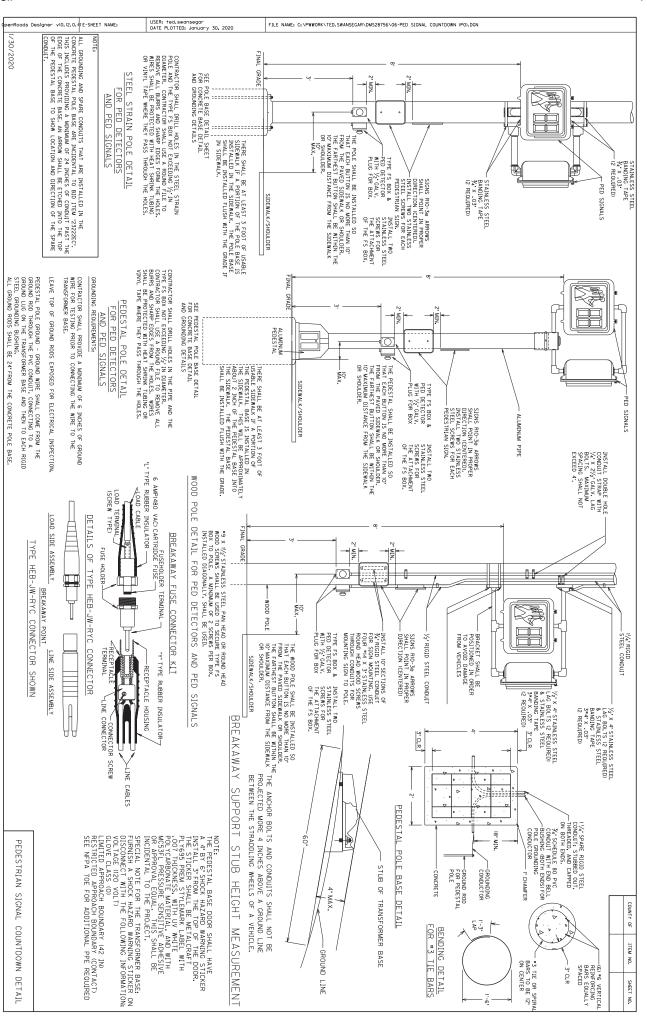


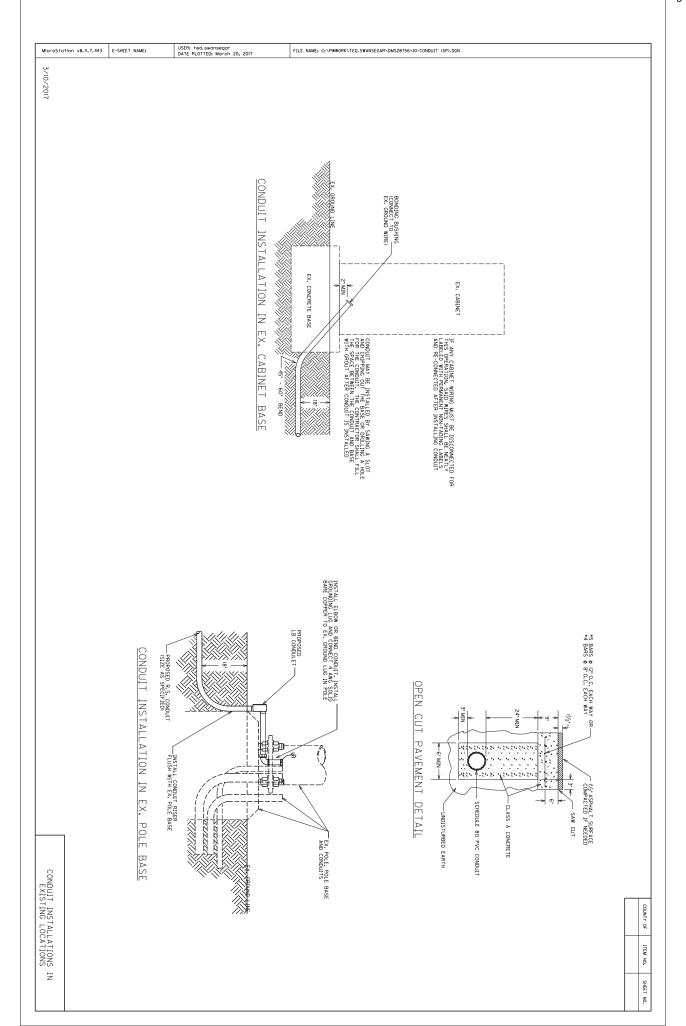


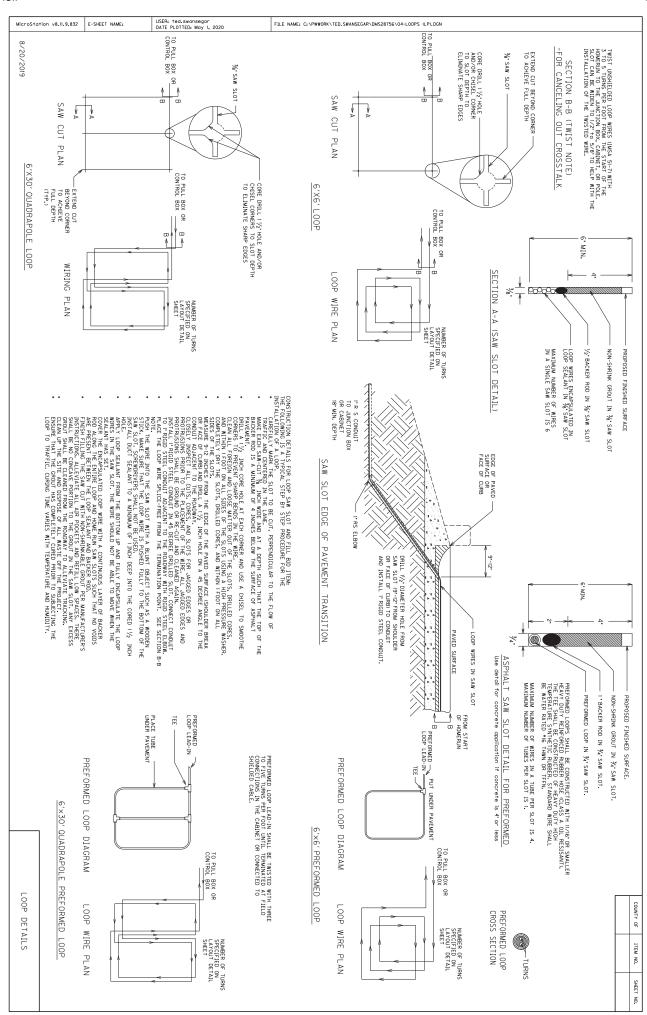












PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

SUPPLEMENTAL SPECIFICATIONS

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

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

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

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

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

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

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

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

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

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

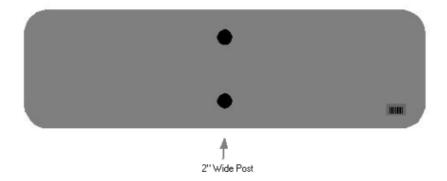
The installation of the permanent sign will be measured in accordance to Section 715.

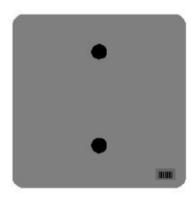
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

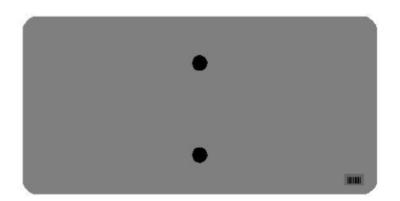
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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

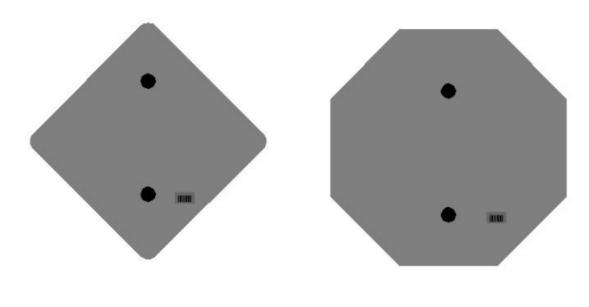
One Sign Post

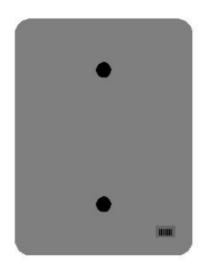


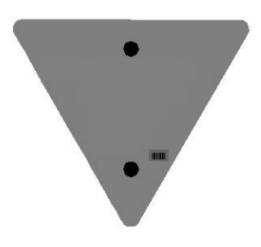




One Sign Post

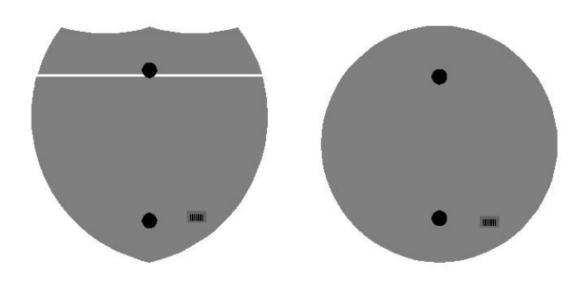


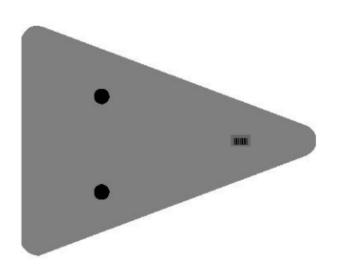




FAYETTE COUNTY 121GR21T003-HSIP

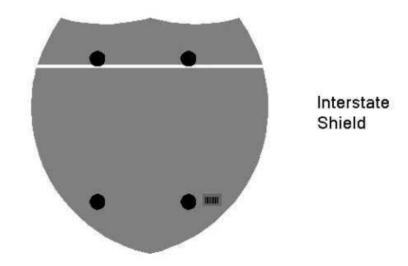
One Sign Post

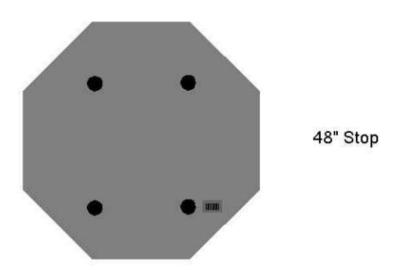




FAYETTE COUNTY 121GR21T003-HSIP

Double Sign Post

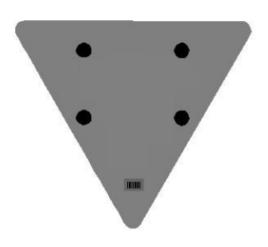




2 Post Signs







2020 STANDARD DRAWINGS THAT APPLY

ROADWAY

~ DRAINAGE ~

MISCELLANEOUS DRAINAGE	
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
MISCELLANEOUS STANDARDS	
MISCELLANEOUS STANDARDS	
DETECTABLE WARNINGS	RGX-040-03
~ PAVEMENT ~	
MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.	
STANDARD BARRIER MEDIAN	
CURB AND GUTTER, CURBS AND VALLEY GUTTER	
ISLAND CURB CONSTRUCTION DETAILS (RIGID & FLEXIBLE PAVEMENT)	
CONCRETE ENTRANCE PAVEMENT AND SIDEWALK	
CONCRETE ENTRANCE PAVEMENT AND SIDEWALK	
TRAFFIC	
~ PERMANENT ~	
MARKERS	
PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS	
PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS	
PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS	
TYPICAL MARKINGS AT SIGNALIZED INTERSECTIONS	
TYPICAL MARKINGS FOR GORE AREAS TYPICAL MARKINGS FOR ISLANDS AND MEDIANS	
TYPICAL MARKINGS FOR ISLANDS AND MEDIANSTYPICAL MARKINGS FOR TURN LANES PAGE 1	
TYPICAL MARKINGS FOR TURN LANES PAGE 2	
THEAL MARKINGS FOR TURN LANES FAGE 2	11 141-207
~ TEMPORARY ~	
TRAFFIC CONTROL	
LANE CLOSURE MULTI-LANE HIGHWAY CASE I	TTC-115-04
LANE CLOSURE MULTI-LANE HIGHWAY CASE II	TTC-120-04

Standard Drawings That Apply Page 2 of 2

DEVICES

DOUBLE FINES ZONE SIGNS	TTD-120-03
PAVEMENT CONDITION WARNING SIGNS	TTD-125-03
SPEED ZONE SIGNING FOR WORK ZONES	TTD-130
STRIPING OPERATIONS	
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
- 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
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on 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 federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - First Tier Participants:

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

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

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (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:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

Contract ID: 214107 Page 152 of 170

"General Decision Number: KY20210038 03/05/2021

Superseded General Decision Number: KY20200038

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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 01/01/2021 1 03/05/2021

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

Rates Fringes BRICKLAYER.....\$ 26.80 12.38 _____ BRKY0001-005 06/01/2020

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,

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Contract ID: 214107 Page 153 of 170

MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER		14.86
BRKY0002-006 06/01/2020		
BRACKEN, GALLATIN, GRANT, MASON &	ROBERTSON COUN	TIES:
	Rates	Fringes
BRICKLAYER	•	14.86
BRKY0007-004 06/01/2017		
BOYD, CARTER, ELLIOT, FLEMING, GR	EENUP, LEWIS &	ROWAN COUNTIES:
	Rates	Fringes
BRICKLAYER	\$ 32.98	19.02
BRKY0017-004 06/01/2020		
ANDERSON, BATH, BOURBON, BOYLE, CHARRISON, JESSAMINE, MADISON, MEROWEN, SCOTT, WASHINGTON & WOODFOR	CER, MONTGOMERY	
	Rates	Fringes
BRICKLAYER	\$ 31.00	14.86
CARP0064-001 04/01/2020		
	Rates	Fringes
CARPENTER	\$ 45.09	19.96 19.96 19.96
ELEC0212-008 06/01/2020		
BRACKEN, GALLATIN and GRANT COUNT	IES	
	Rates	Fringes
ELECTRICIAN	•	19.72
ELEC0212-014 11/25/2019		
BRACKEN, GALLATIN & GRANT COUNTIES	S:	
	Rates	Fringes
Sound & Communication Technician		12.09
ELEC0317-012 06/01/2020		
BOYD, CARTER, ELLIOT & ROWAN COUNT	TIES:	

Fringes Rates

ELECTRICIAN (Wiremen)......\$ 35.10 26.22

* ELEC0369-007 05/26/2020

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

	Rates	Fringes
ELECTRICIAN	\$ 33.21	17.85
ELEC0575-002 11/30/2020		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN	\$ 33.75	19.22

ENGI0181-018 07/01/2020

1	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1\$	33.95	17.25
GROUP 2\$	31.09	17.25
GROUP 3\$	31.54	17.25
GROUP 4\$	30.77	17.25

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID

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

IRON0044-009 06/01/2020

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

	Rates	Fringes
IRONWORKER		
Fence Erector	.\$ 28.95	21.20
Structural	.\$ 30.47	21.20
IRON0070-006 06/01/2020		

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

	Rates	Fringes
IRONWORKER	\$ 30.42	23.15
IRON0769-007 06/01/2020		

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

Orangeburg, Plumville & Springdale); NICHOLAS (Eastern eighth, including the Township of Moorefield

Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1\$	32.75	26.34
ZONE 2\$	33.15	26.34
ZONE 3\$	34.75	26.34

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

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

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

LAB00189-003 07/01/2020

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

> Rates Fringes

Laborers:

GROUP	1\$	23.26	15.62
GROUP	2\$	23.56	15.62
GROUP	3\$	23.51	15.62
GROUP	4\$	24.16	15.62

LABORERS CLASSIFICATIONS

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

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

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

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

LAB00189-008 07/01/2020

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

	1	Rates	Fringes
Laborers:			
GROUP	1\$	23.26	15.62
GROUP	2\$	23.51	15.62
GROUP	3\$	23.56	15.62
GROUP	4\$	24.16	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement

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

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

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

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

LAB00189-009 07/01/2020

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.26	15.62
GROUP	2\$ 23.51	15.62
GROUP	3\$ 23.56	15.62
GROUP	4\$ 24.16	15.62

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);

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

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

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

PAIN0012-005 06/11/2005

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

I	Rates	Fringes
PAINTER Bridge/Equipment Tender		
and/or Containment Builder\$	18.90	5.90
Brush & Roller\$	21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge &		
Lead Abatement\$ Sandblasting &	22.30	5.90
Waterblasting\$	22.05	5.90
Spray\$		5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

	Rates	Fringes
PAINTER Brush & Roller Spray, Sandblast, Power Tools, Waterblast & Steam	.\$ 22.00	12.52
Cleaning		12.52
PAIN1072-003 12/01/2018		
BOYD, CARTER, ELLIOTT, GREENUP,	LEWIS and ROW	AN COUNTIES
	Rates	Fringes
Painters: Bridges; Locks; Dams; Tension Towers & Energized Substations		18.50
Power Generating Facilities	s.\$ 30.09	18.50
PLUM0248-003 06/01/2020		
BOYD, CARTER, ELLIOTT, GREENUP,	LEWIS & ROWAN	COUNTIES:
	Rates	Fringes
Plumber and Steamfitter	.\$ 37.05	21.48
PLUM0392-007 06/01/2018		
BRACKEN, CARROLL (Eastern Half), ROBERTSON COUNTIES:	GALLATIN, GR	ANT, MASON, OWEN &
	Rates	Fringes
Plumbers and Pipefitters	.\$ 32.01	19.67
PLUM0502-003 08/01/2020		
BRECKINRIDGE, BULLITT, CARROLL (Western three-fourths), GRAYSON LARUE, MARION, MEADE, NELSON, OL WASHINGTON COUNTIES	, HARDIN, HEN	RY, JEFFERSON,
	Rates	Fringes
PLUMBER	•	20.78
SUKY2010-160 10/08/2001		
	Rates	Fringes
Truck drivers: GROUP 1 GROUP 2 GROUP 3	.\$ 16.68	7.34 7.34 7.34

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7.34

Contract ID: 214107 Page 161 of 170

GROUP 4.....\$ 16.96

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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

END OF GENERAL DECISION"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
10.8%	6.9%

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

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

3. The 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 Fayette County.

PART IV

INSURANCE

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

current edition

PART V

BID ITEMS

Page 1 of 3

214107

PROPOSAL BID ITEMS

Report Date 3/30/21

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00214		CL3 ASPH BASE 1.00D PG64-22	42.00	TON		\$	
0020	00388		CL3 ASPH SURF 0.38B PG64-22	157.10	TON		\$	
0030	02676		MOBILIZATION FOR MILL & TEXT (US 27 AND HAGGARD LN)	1.00	LS		\$	
0040	02676		MOBILIZATION FOR MILL & TEXT (US 27 AT W LOUDON AVE)	1.00	LS		\$	
0050	02677		ASPHALT PAVE MILLING & TEXTURING	157.00	TON		\$	
0060	20550ND		SAWCUT PAVEMENT	148.00	LF		\$	
0070	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	1.07	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
080	00001	DGA BASE	47.00	TON		\$	
090	01810	STANDARD CURB AND GUTTER	126.00	LF		\$	
100	01812	REMOVE CURB AND GUTTER	273.00	LF		\$	
)110	01825	ISLAND CURB AND GUTTER	150.00	LF		\$	
120	01921	STANDARD BARRIER MEDIAN TYPE 4	124.00	SQYD		\$	
130	02200	ROADWAY EXCAVATION	94.00	CUYD		\$	
140	02562	TEMPORARY SIGNS	301.00	SQFT		\$	
0150	02650	MAINTAIN & CONTROL TRAFFIC (MAN O' WAR AND PARKERS MILL)	1.00	LS		\$	
0160	02650	MAINTAIN & CONTROL TRAFFIC (US 25 AT CITATION BLVD)	1.00	LS		\$	
0170	02650	MAINTAIN & CONTROL TRAFFIC (US 27 AND HAGGARD LN)	1.00	LS		\$	
0180	02650	MAINTAIN & CONTROL TRAFFIC (US 27 AT W LOUDON AVE)	1.00	LS		\$	
190	02671	PORTABLE CHANGEABLE MESSAGE SIGN	6.00	EACH		\$	
0200	02720	SIDEWALK-4 IN CONCRETE	58.00	SQYD		\$	
0210	02721	REMOVE CONCRETE SIDEWALK	147.00	SQYD		\$	
0220	02726	STAKING (MAN O' WAR AND PARKERS MILL)	1.00	LS		\$	
0230	02726	STAKING (US 25 AT CITATION BLVD)	1.00	LS		\$	
0240	02726	STAKING (US 27 AND HAGGARD LN)	1.00	LS		\$	
0250	02726	STAKING (US 27 AT W LOUDON AVE)	1.00	LS		\$	
0260	03225	TUBULAR MARKERS (PEXCO CITY POST EMBEDDED ANCHOR CUP)	15.00	EACH		\$	
0270	05990	SODDING	192.00	SQYD		\$	
0280	06406	SBM ALUM SHEET SIGNS .080 IN	55.50	SQFT		\$	
0290	06410	STEEL POST TYPE 1	70.00	LF		\$	
300	06510	PAVE STRIPING-TEMP PAINT-4 IN	700.00	LF		\$	
0310	06514	PAVE STRIPING-PERM PAINT-4 IN	550.00	LF		\$	
0320	06540	PAVE STRIPING-THERMO-4 IN W	1,527.00	LF		\$	

214107

PROPOSAL BID ITEMS

Report Date 3/30/21

Page 2 of 3

LINE	BID CODE	LT DESCRIPTION		QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0330	06541	PAVE STRIPING-TH	HERMO-4 IN Y	2,494.00	LF		\$	
0340	06566	PAVE MARKING-TH	HERMO X-WALK-12 IN	136.00	LF		\$	
0350	06568	PAVE MARKING-TH	HERMO STOP BAR-24IN	123.00	LF		\$	
0360	06569	PAVE MARKING-TH	HERMO CROSS-HATCH	305.00	SQFT		\$	
0370	06574	PAVE MARKING-TH	HERMO CURV ARROW	3.00	EACH		\$	
0380	06575	PAVE MARKING-TH	HERMO COMB ARROW	4.00	EACH		\$	
0390	06598	PAVEMENT MARKI	NG REMOVAL	247.00	SQFT		\$	
0400	20550ND	SAWCUT PAVEME	NT	143.00	LF		\$	
0410	21415ND	EROSION CONTRO (MAN O' WAR AND	· 	1.00	LS		\$	
0420	21415ND	EROSION CONTRO (US 25 AT CITATIO	· 	1.00	LS		\$	
0430	21417ES717	PAVE MARK THER YELLOW	MO CONE CAP-SOLID	90.00	SQFT		\$	
0440	21596ND	GMSS TYPE D SURFACE MOUNT		2.00	EACH		\$	
0450	22664EN	WATER BLASTING	EXISTING STRIPE	112.00	LF		\$	
0460	22680EN	QWICK CURB MED	IAN SEPARATOR	103.00	LF		\$	
0470	23158ES505	DETECTABLE WAR	RNINGS	16.00	SQFT		\$	
0480	23608EC	YELLOW PAINT FO	R MEDIAN SAFETY NOSE	6.00	SQFT		\$	
0490	24489EC	INLAID PAVEMENT	MARKER	21.00	EACH		\$	
0500	24631EC	BARCODE SIGN IN	VENTORY	4.00	EACH		\$	
0510	24683ED	PAVE MARKING-THEXTEN (6 INCH WIDTH)	HERMO DOTTED LANE	71.00	LF		\$	

Section: 0003 - SIGNALIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0520	04792		CONDUIT-1 IN	10.00	LF		\$	
0530	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
0540	04830		LOOP WIRE	300.00	LF		\$	
0550	04844		CABLE-NO. 14/5C	2,310.00	LF		\$	
0560	04850		CABLE-NO. 14/1 PAIR	250.00	LF		\$	
0570	04895		LOOP SAW SLOT AND FILL	150.00	LF		\$	
0580	06472		INSTALL SPAN MOUNTED SIGN	1.00	EACH		\$	
0590	20188NS835		INSTALL LED SIGNAL-3 SECTION	30.00	EACH		\$	
0600	20266ES835		INSTALL LED SIGNAL- 4 SECTION	4.00	EACH		\$	
0610	24955ED		REMOVE SIGNAL EQUIPMENT (MAN O' WAR AND PARKERS MILL)	1.00	EACH		\$	
0620	24955ED		REMOVE SIGNAL EQUIPMENT (US 27 AT HAGGARD LN)	1.00	EACH		\$	
0630	24955ED		REMOVE SIGNAL EQUIPMENT (US 27 AT I-75 NORTHBOUND ON RAMP)	1.00	EACH		\$	
0640	24955ED		REMOVE SIGNAL EQUIPMENT (US 27 AT I-75 SB RAMP ON RAMP)	1.00	EACH		\$	
0650	24963ED		LOOP TEST	1.00	EACH		\$	

Section: 0004 - DEMOBILIZATION

FAYETTE COUNTY

214107

Contract ID: 214107 121GR21T003-HSIP **PROPOSAL BID ITEMS**

Report Date 3/30/21

Page 3 of 3

Page 170 of 170

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP AMOUNT
0660	02569	DEMOBILIZATION	1.00	LS		\$