



**CALL NO. 320**

**CONTRACT ID. 231108**

**PULASKI COUNTY**

**FED/STATE PROJECT NUMBER FD04 100 1577 002-003**

**DESCRIPTION KY 1577 LEFT TURN LANE AT HOLLY HILL ROAD**

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

**PRIMARY COMPLETION DATE 8/1/2024**

**LETTING DATE: November 16,2023**

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

**PLANS AVAILABLE FOR THIS PROJECT.**

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

**TABLE OF CONTENTS**

PART I	SCOPE OF WORK <ul style="list-style-type: none"><li>PROJECT(S), COMPLETION DATE(S), &amp; LIQUIDATED DAMAGES</li><li>CONTRACT NOTES</li><li>STATE CONTRACT NOTES</li><li>ASPHALT MIXTURE</li><li>INCIDENTAL SURFACING</li><li>SPECIAL NOTE(S) APPLICABLE TO PROJECT</li><li>DURABLE PAVEMENT EDGE DETAILS</li><li>EROSION CONTROL</li><li>RIGHT OF WAY CERTIFICATION</li><li>GENERAL UTILITY NOTES</li></ul>
PART II	SPECIFICATIONS AND STANDARD DRAWINGS <ul style="list-style-type: none"><li>STANDARD AND SUPPLEMENTAL SPECIFICATIONS</li><li>[SN-1I] PORTABLE CHANGEABLE SIGNS</li><li>[SN-11M] BARCODE LABEL ON PERMANENT SIGNS</li><li>[SN-11N] LONGITUDINAL PAVEMENT JOINT ADHESIVE</li></ul>
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS <ul style="list-style-type: none"><li>LABOR AND WAGE REQUIREMENTS</li><li>EXECUTIVE BRANCH CODE OF ETHICS</li><li>KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT OF 1978 LOCALITY / STATE</li><li>PROJECT WAGE RATES / STATE FUNDED</li></ul>
PART IV	INSURANCE
PART V	BID ITEMS

# **PART I**

## **SCOPE OF WORK**

**ADMINISTRATIVE DISTRICT - 08**

**CONTRACT ID - 231108**  
**FD04 100 1577 002-003**  
**COUNTY - PULASKI**  
**PCN - DE10015772308**  
**FD04 100 1577 002-003**

KY 1577 LEFT TURN LANE AT HOLLY HILL ROAD CONSTRUCT LEFT TURNING LANE @ INTERSECTION OF KY 1577 & HOLLY HILL RD, A DISTANCE OF 0.28 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 08-09018.00.  
GEOGRAPHIC COORDINATES LATITUDE 37:03:28.00 LONGITUDE 84:38:47.00  
ADT 4,250

**COMPLETION DATE(S):**  
COMPLETED BY 08/01/2024                      APPLIES TO ENTIRE CONTRACT - SEE SPECIAL NOTE

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

### **INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES**

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

### **ACCESS TO RECORDS**

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

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

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

### **BOYCOTT PROVISIONS**

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

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

### **LOBBYING PROHIBITIONS**

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

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

October 4, 2023

## 1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

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

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

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

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

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

10/26/2023

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

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

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

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

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

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

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

October 26, 2023 Letting

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

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

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

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

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

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

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

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

## **SPECIAL NOTE FOR RECIPROCAL PREFERENCE**

### **RECIPROCAL PREFERENCE TO BE GIVEN BY PUBLIC AGENCIES TO RESIDENT BIDDERS**

By reference, KRS 45A.490 to 45A.494 are incorporated herein and in compliance regarding the bidders residency. Bidders who want to claim resident bidder status should complete the Affidavit for Claiming Resident Bidder Status along with their bid in the electronic bidding software. Submittal of the Affidavit should be done along the bid in Bid Express.

April 30, 2018

### **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.

### **INCIDENTAL SURFACING**

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

## SPECIAL NOTE FOR COMPLETION DATE

---

- I. COMPLETION DATE.** All work in this Contract is to be completed in the 2024 construction season by **AUGUST 1, 2024** or before. The Contractor may select a starting date of **JUNE 1, 2024** or after to begin work proposed within this Contract. Once a starting date is selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. Once work begins, all work shall be completed and all traffic control devices removed within a maximum of **30 calendar days**. Contrary to Section 108.07.03, the Engineer will begin charging calendar days for this project on the day the Contractor begins construction work.

KYTC BMP Plan for Contract ID #####



**Kentucky Transportation Cabinet**

**Highway District 8**

**And**

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

**Kentucky Pollutant Discharge Elimination System**

**Permit KYR10**

**Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**KY 1577 Left Turn Lane at Holly Hill Road**

**Contract ID #**

**Six Year Plan No. 8-9018.00**

Revised  
1-28-08

KYTC BMP Plan for Contract ID #####

**Project Information**

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

1. Owner – Kentucky Transportation Cabinet, District 8
2. Resident Engineer: (2)
3. Contractor Name: (2)  
    Address: (2)  
    Phone number: (2)  
    Contact: (2)  
    Responsible Person: (3)
4. Contract ID Number: (2)
5. Route (Address): KY 1577 & Holly Hill Rd Intersection
6. *Latitude/Longitude (project mid-point): 37°03'28"N, 84°38'47"W*
7. County (project mid-point): Pulaski
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KYTC BMP Plan for Contract ID #####

## 1.0 SITE DESCRIPTION.

- 1) Nature of construction activity (from letting project description). CONSTRUCT LEFT TURN LANE AT INTERSECTION OF KY 1577 & HOLLY HILL RD
- 2) Order of major soil disturbing activities. (2) and (3)
- 3) Projected volume of material to be moved. 1,330 CU YDS
- 4) Estimate of total project area (acres). 0.8 ACRE
- 5) Estimate of area to be disturbed (acres). 0.8 ACRE
- 6) Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. (1)
- 7) Data describing existing soil condition. (1) & (2)
- 8) Data describing existing discharge water quality (if any). (1) & (2)
- 9) Receiving water name. N/A
- 10) TMDLs and Pollutants of Concern in Receiving Waters. (1 DEA)
- 11) Site Map. Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
- 12) Potential sources of pollutants. The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

## 2.0 SEDIMENT AND EROSION CONTROL MEASURES.

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

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

**2.2 Annotations.** Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by

KYTC BMP Plan for Contract ID #####

an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as “Do Not Disturb” until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMPs shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA’s as the work progresses. All DDA’s will have adequate BMPs in place before being disturbed.

**2.3 Disturbed Drainage Areas.** As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:

- A) Construction Access.** This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
- B) Sources.** At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
- C) Clearing and Grubbing.** The following BMPs will be considered and used where appropriate.
  - 1) Leaving areas undisturbed when possible.
  - 2) Silt Basins to provide silt volume for large areas.
  - 3) Silt Traps Type A for small areas.
  - 4) Silt Traps Type C in front of existing and drop inlets which are to be saved.
  - 5) Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
  - 6) Brush and/or other barriers to slow and/or divert runoff.
  - 7) Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
  - 8) Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
  - 9) Non-standard or innovative methods.
- D) Cut and Fill and Placement of Drainage Structures.** The BMP Plan will be modified to show additional BMPs such as:
  - 1) Silt Traps Type B in ditches and/or drainways as they are completed.
  - 2) Silt Traps Type C in front of pipes after they are placed.
  - 3) Channel Lining
  - 4) Erosion Control Blanket
  - 5) Temporary Mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
  - 6) Non-standard or innovative methods.

KYTC BMP Plan for Contract ID #####

**E) Profile and X-Section in Place.** The BMP Plan will be modified to show elimination of BMPs which had to be removed and the addition of new BMPs as the roadway was shaped. Probably changes include:

- 1) Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
- 2) Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
- 3) Additional Channel Lining and/or Erosion Control Blanket.
- 4) Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
- 5) Special BMPs such as Karst Policy.

**F) Finish Work (Paving, Seeding, Protect, etc.).** A final BMP Plan will result from modifications during this phase of construction. Probable changes include:

- 1) Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMPs which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
- 2) Permanent Seeding and Protection.
- 3) Placing Sod.
- 4) Planting trees and/or shrubs where they are included in the project.

**G) Post Construction.** BMPs including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMPs to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: (1)

### 3.0 OTHER CONTROL MEASURES.

- 1) Solid Materials. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.
- 2) Waste Materials. All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.
- 3) Hazardous Waste. All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the

## KYTC BMP Plan for Contract ID #####

Resident Engineer if there are any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

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

**2.4 Good Housekeeping.** The following good housekeeping practices will be followed onsite during the construction project.

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

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

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

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

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

KYTC BMP Plan for Contract ID #####

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

- B) Fertilizers.** Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.
- C) Paints.** All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.
- D) Concrete Truck Washout.** Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water
- E) Spill Control Practices.** In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:
  - 1) Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
  - 2) Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
  - 3) All spills will be cleaned up immediately after discovery.
  - 4) The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
  - 5) Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
  - 6) The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
  - 7) Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

**4.0 OTHER STATE AND LOCAL PLANS.** This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or

## KYTC BMP Plan for Contract ID #####

technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1)

**5.0 MAINTENANCE.** The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.

Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.

Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

**6.0 INSPECTIONS.** Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- 1) All erosion prevention and sediment control measures will be inspected by the contractor at least once each week and following any rain of one-half inch or more.
- 2) Inspections will be conducted by individuals that have successfully completed the KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition.
- 3) Inspection reports will be written, signed, dated, and kept on file.
- 4) Areas at final grade will be seeded and mulched within 14 days.
- 5) Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- 6) All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported and completed within 5 days.
- 7) Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- 8) Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- 9) Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- 10) Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- 11) Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- 12) All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

KYTC BMP Plan for Contract ID #####

**7.0 NON-STORM WATER DISCHARGES.** It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- 1) Water from water line flushings.
- 2) Water from cleaning concrete trucks and equipment.
- 3) Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- 4) Uncontaminated groundwater and rain water (from dewatering during excavation).

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

**8.0 GROUNDWATER PROTECTION PLAN.**

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

Contractor's statement: (3)

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

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

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

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

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

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

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

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

KYTC BMP Plan for Contract ID #####

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

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

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

KYTC BMP Plan for Contract ID #####

Contractor and Resident Engineer Plan Certification

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

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

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

Contractor and Resident Engineer Certification:

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

(2)  
Signed \_\_\_\_\_ title \_\_\_\_\_ , \_\_\_\_\_  
typed or printed name<sup>2</sup> signature

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

KYTC BMP Plan for Contract ID #####

Sub-Contractor Certification

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

Subcontractor Name:

Address:

Phone:

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

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

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

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

# Final Plans Submittal Memo

**MEMO TO:** Tim Layson  
Director  
Division of Highway Design

**ATTN:** Dee McElmurray  
Plan Processing Branch Manager  
Division of Highway Design

**FROM:** Joe Gossage  
TEBM for Project Development  
District 8

**BY:** Brian Dunbar  
District 8 Design

**DATE:** October 10, 2023

**SUBJECT: Final Plans Submittal**  
Pulaski County  
Construct Left Turn Lane at Intersection of KY 1577 & Holly Hill Rd  
FD04 100 1577 002-003  
MARS No. 1331001D  
Item No. 8-9018.00

Submitted herewith are the following: *Original Grade, Drain, and Surfacing Plans (in 22" x36" pdf file format)* for the subject project. Also included are the *Signal Plans and Estimate, Final Plan Submittal Form, the Construction Cost Estimate, the Communicating of all Promises (CAP), Electronic Files Checklist, and the KYTC BMP plan form and List of Plans.*

- There is no Railroad involvement on this project.
- A Traffic Signal is required on this project and Signal plans have been placed in PW.
- The Project is not classified as "Significant" and is off the National Highway System.
- The Right of Way Certification note is included in the submittal.
- The Utilities Certification note is included in the submittal.

**SPECIAL NOTE:** The following Special Notes can be found in the "Proposal" folder in ProjectWise.

- Special Note for Portable Changeable Message Signs
- Special Note for Longitudinal Pavement Joint Adhesive
- Special Note for Barcodes on Permanent Signs
- Special Note for Erosion Control
- Special Note for Signage
- Special Note for Signing
- Special Note for Staking

**All electronic files for submittal have been placed in ProjectWise in appropriate subfolders in the following location:**

**[Contract Plans and Proposal](#)**

The scheduled letting date for this project is ***November 16, 2023*** and it is recommended that the ***“fixed completion date”*** of ***August 1, 2024*** be applied. The Contractor may select a starting date of ***June 1, 2024*** or after to begin work. Once work begins, all work shall be completed and all traffic control devices removed within a maximum of ***30 Calendar Days***.

If you have any questions or need any assistance, please do not hesitate to contact me.

### **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.
- In-Street Pedestrian Crossing (R1-6) signs and Overhead pedestrian Crossing (R1-9) signs
- Supplemental plaques to any of the previously listed signs

## Special Note for Signing

---

### I. DESCRIPTION

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

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

### II. MATERIALS

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

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

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

### III. CONSTRUCTION METHODS

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

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

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

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

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

Signing  
Page 2 of 8

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

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

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

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

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

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

Signing  
Page 3 of 8

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

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

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

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

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

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

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

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

Signing  
Page 4 of 8

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

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

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

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

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

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

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

Signing  
Page 5 of 8

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

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

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

Signing  
Page 6 of 8

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

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

#### IV. METHOD OF MEASUREMENT

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

Signing  
Page 7 of 8

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

**V. BASIS OF PAYMENT**

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

Signing  
Page 8 of 8

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

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

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

### Special Note for Staking

---

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

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

Staking  
Page 2 of 2

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

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



EXISTING  
FILL SLOPE or  
DITCH FORESLOPE



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

DRAWING NOT TO SCALE

## DURABLE PAVEMENT EDGE DETAILS

## **SPECIAL NOTE FOR EROSION CONTROL**

---

### **I. DESCRIPTION**

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

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

### **II. MATERIALS**

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

### **III. CONSTRUCTION**

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

## Erosion Control

### Page 2 of 3

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

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

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

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

## IV. MEASUREMENT

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

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

**Channel Lining.** If required by the BMP, the Department will measure Channel Lining according to Sections 703.04.04-703.04.07.

**Erosion Control.** Contrary to Sections 212.04, 213.04, and 703.04 other than Erosion Control Blankets, Sodding, and Channel Lining, the Department will measure Erosion Control as one lump sum. The Department will not measure developing, updating, and maintaining a BMP plan for each site; providing a KEPSC-RI qualified inspector; locating,

## Erosion Control

### Page 3 of 3

furnishing, installing, inspecting, maintaining, and removing erosion and water pollution control items; Roadway Excavation, Borrow Excavation, Embankment In Place, Topsoil Furnished and Placed, and Spreading Stockpiled Topsoil; Topdressing Fertilizer, Temporary and Permanent Seeding and Protection, Special Seeding Crown Vetch, and Temporary Mulch; Sedimentation Basin and Clean Sedimentation Basin, Silt Trap Type "A" and Clean Silt Trap Type "A"; Silt Trap Type "B" and Clean Silt Trap Type "B"; Silt Trap Type "C" and Clean Silt Trap Type "C"; Temporary Silt Fence and Clean Temporary Silt Fence; Plants, Vines, Shrubs, and Trees; Gabion and Dumped Stone Deflectors and Riffle Structures; Boulders; Temporary Ditches and clean Temporary Ditches; Geotextile Fabric, and all other erosion and water pollution control items required by the BMP or the Engineer, but shall be incidental to Erosion Control.

## V. Basis of Payment

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

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

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

**Erosion Control.** Contrary to Sections 212.05 and 213.05, other than Erosion Control Blanket, Sodding, and Channel Lining, payment at the Contract lump sum price for Erosion Control, shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the erosion and water pollution control work as specified in these notes, Sections 212 and 213, the Supplemental Specifications, applicable Special Provisions and Special Notes, and Standard and Sepia Drawings, including but not limited to developing, updating, and maintaining a BMP plan for each site; providing a KEPSC-RI qualified inspector; locating, furnishing, installing, inspecting, maintaining, and removing erosion and water pollution control items; Roadway Excavation, Borrow Excavation, Embankment In Place, Topsoil Furnished and Placed, and Spreading Stockpiled Topsoil; 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.



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

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

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>	
<b>ITEM #</b>		<b>COUNTY</b>		<b>PROJECT # (STATE)</b>	<b>PROJECT # (FEDERAL)</b>
8-9018.00		Pulaski		FD04 100 1331001R	N/A
<b>PROJECT DESCRIPTION</b>					
Oak Hill Road KY 1577 (Left Turn Lane at Southwestern High School)					
<input type="checkbox"/> <b>No Additional Right of Way Required</b>					
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input checked="" type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>					
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>					
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>					
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		3		<b>EXCEPTION (S) Parcel #</b>	
<b>Number of Parcels That Have Been Acquired</b>					
Signed Deed		3			
Condemnation					
Signed ROE					
<b>Notes/ Comments (Text is limited. Use additional sheet if necessary.)</b>					
<b>LPA RW Project Manager</b>			<b>Right of Way Supervisor</b>		
Printed Name			Printed Name	Jeff Ray	
Signature			Signature		
Date			Date		
<b>Right of Way Director</b>			<b>FHWA</b>		
Printed Name			Printed Name		
Signature			Signature		
Date			Date		

## UTILITIES AND RAIL CERTIFICATION NOTE

<p><b>Pulaski County</b> <b>No federal number available</b> <b>FD04 100 1331001U</b> <b>Mile point: 2.150 TO 2.250</b> <b>Left Turn Lane on Ky 1577 for the Southwestern Pulaski Co. High School.</b> <b>ITEM NUMBER: 08-9018.00</b></p>
--

### PROJECT NOTES ON UTILITIES

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

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

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

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance

## UTILITIES AND RAIL CERTIFICATION NOTE

<p><b>Pulaski County</b> <b>No federal number available</b> <b>FD04 100 1331001U</b> <b>Mile point: 2.150 TO 2.250</b> <b>Left Turn Lane on Ky 1577 for the Southwestern Pulaski Co. High School.</b> <b>ITEM NUMBER: 08-9018.00</b></p>
--

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

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

South Kentucky RECC - Electric

Kentucky Communications Network Authority - Communication

Charter Communications Holdings, LLC dba Spectrum - Communication

City of Somerset – Sewer

Windstream Holdings II, LLC – Communication

Western Pulaski County Water District - Water

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

## UTILITIES AND RAIL CERTIFICATION NOTE

<p>Pulaski County No federal number available FD04 100 1331001U Mile point: 2.150 TO 2.250 Left Turn Lane on Ky 1577 for the Southwestern Pulaski Co. High School. ITEM NUMBER: 08-9018.00</p>
--

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

South Ky RECC had electric facilities within the Disturbance limits and relocation has been completed.

Western Pulaski County Water District has facilities with Disturbance limits they will be constructing 680 feet of 3- inch PVC water line and relocation will be completed Prior to construction.

Windstream Holdings II LLC. has facilities with Disturbance limits they will be relocating 3788 feet of Copper Cable and 2799 feet of Fiber optic cable to South KY RECC poles relocation will be completed Prior to construction.

Spectrum has facilities with Disturbance limits they will be relocating cable to South KY RECC poles and relocation will be completed Prior to construction.

Kentucky Communications Network Authority has facilities with Disturbance limits they will be relocating cable to South KY RECC poles and relocation will be completed Prior to construction.

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

Not Applicable

**UTILITIES AND RAIL CERTIFICATION NOTE**

<p><b>Pulaski County</b> <b>No federal number available</b> <b>FD04 100 1331001U</b> <b>Mile point: 2.150 TO 2.250</b> <b>Left Turn Lane on Ky 1577 for the Southwestern Pulaski Co. High School.</b> <b>ITEM NUMBER: 08-9018.00</b></p>
--

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

Not Applicable

**RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED**

☒ **No Rail Involvement**    ☐ **Rail Involved**    ☐ **Rail Adjacent**

UTILITIES AND RAIL CERTIFICATION NOTE

**Pulaski County**  
**No federal number available**  
**FD04 100 1331001U**  
**Mile point: 2.150 TO 2.250**  
**Left Turn Lane on Ky 1577 for the Southwestern Pulaski Co. High School.**  
**ITEM NUMBER: 08-9018.00**

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Charter Communications Holdings, LLC dba Spectrum - Communication	5026 South Highway 27 Somerset KY 42501	Casey Short	8596264817	casey.short@charter.com
City of Somerset - Natural Gas	City Hall/Energy Center Somerset Ky 42501	Mr. Bruce Neely	6064255374	dneely@cityofsomerset.com
City of Somerset - Sewer	306 East Mt. Vernon Street Somerset Ky 42501	Ms. Dana Whitis	6064255364	dwhitis@cityofsomerset.com
Kentucky Communications Network Authority - Communication	500 Mero Street Frankfort KY 40601	Mike Haag	5027827388	Michael.haag@ky.gov
South Kentucky RECC - Electric	PO Box 910 Somerset KY 42502	Bruce Parkey	6066784121	brucep@skrecc.com
Western Pulaski County Water District - Water	1059 West Highway 80 Somerset KY 42503	Joe McClendon	6066791569	joe-mcclendon@hotmail.com

UTILITIES AND RAIL CERTIFICATION NOTE

<p>Pulaski County</p> <p>No federal number available</p> <p>FD04 100 1331001U</p> <p>Mile point: 2.150 TO 2.250</p> <p>Left Turn Lane on Ky 1577 for the Southwestern Pulaski Co. High School.</p> <p>ITEM NUMBER: 08-9018.00</p>
---

Windstream Holdings II, LLC - Communication	PO Box 9001116 Louisville KY 40290	Steve Johnson	8593576209	steve.johnson@windstream.com
--	--	------------------	------------	------------------------------

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

### **STANDARD SPECIFICATIONS**

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

### **SUPPLEMENTAL SPECIFICATIONS**

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link:  
<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

## **SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS**

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

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

## **2.0 MATERIALS.**

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

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

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

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

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

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

\*Insert numerals as directed by the Engineer.  
Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

**3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

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

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

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

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

11  
the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

**5.0 PAYMENT.** The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

**1.0 DESCRIPTION.** Install barcode label on sheeting signs. Section references herein are to the Department’s Standard Specifications for Road and Bridge Construction, current edition.

**2.0 MATERIALS.** The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

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

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

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

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

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

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

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

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

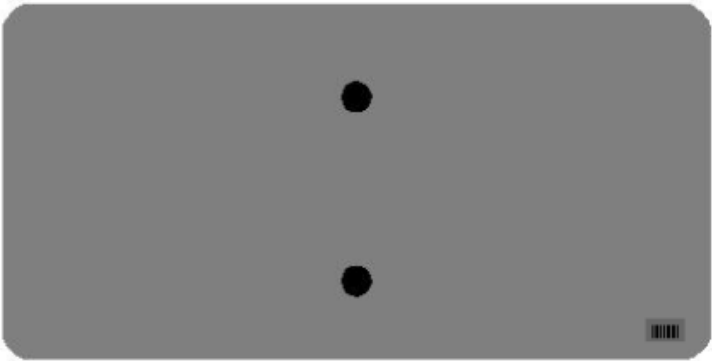
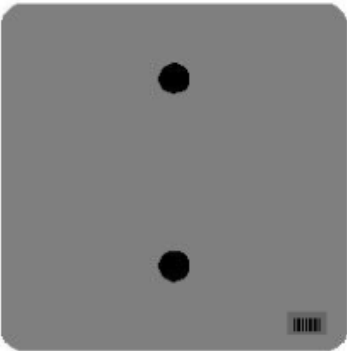
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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

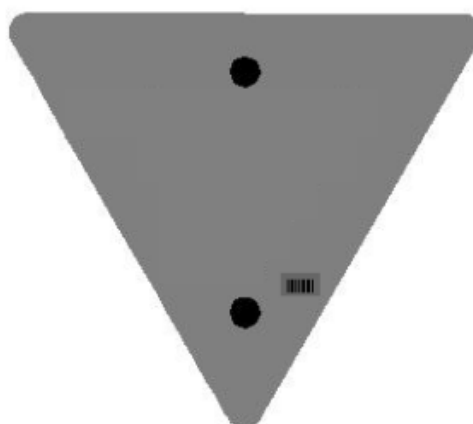
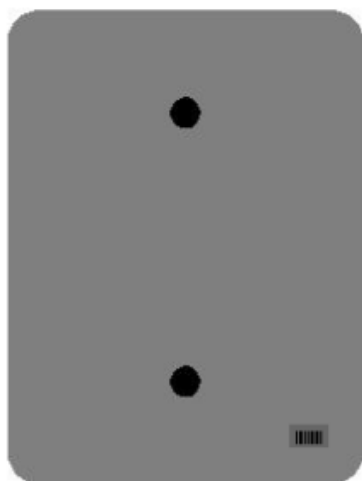
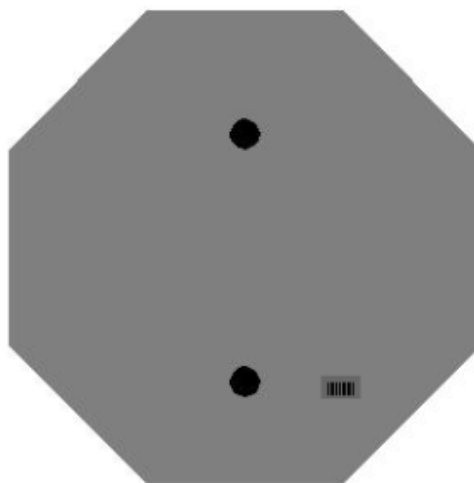
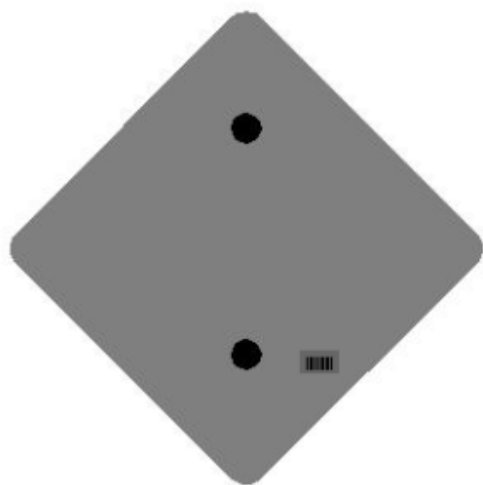
One Sign Post



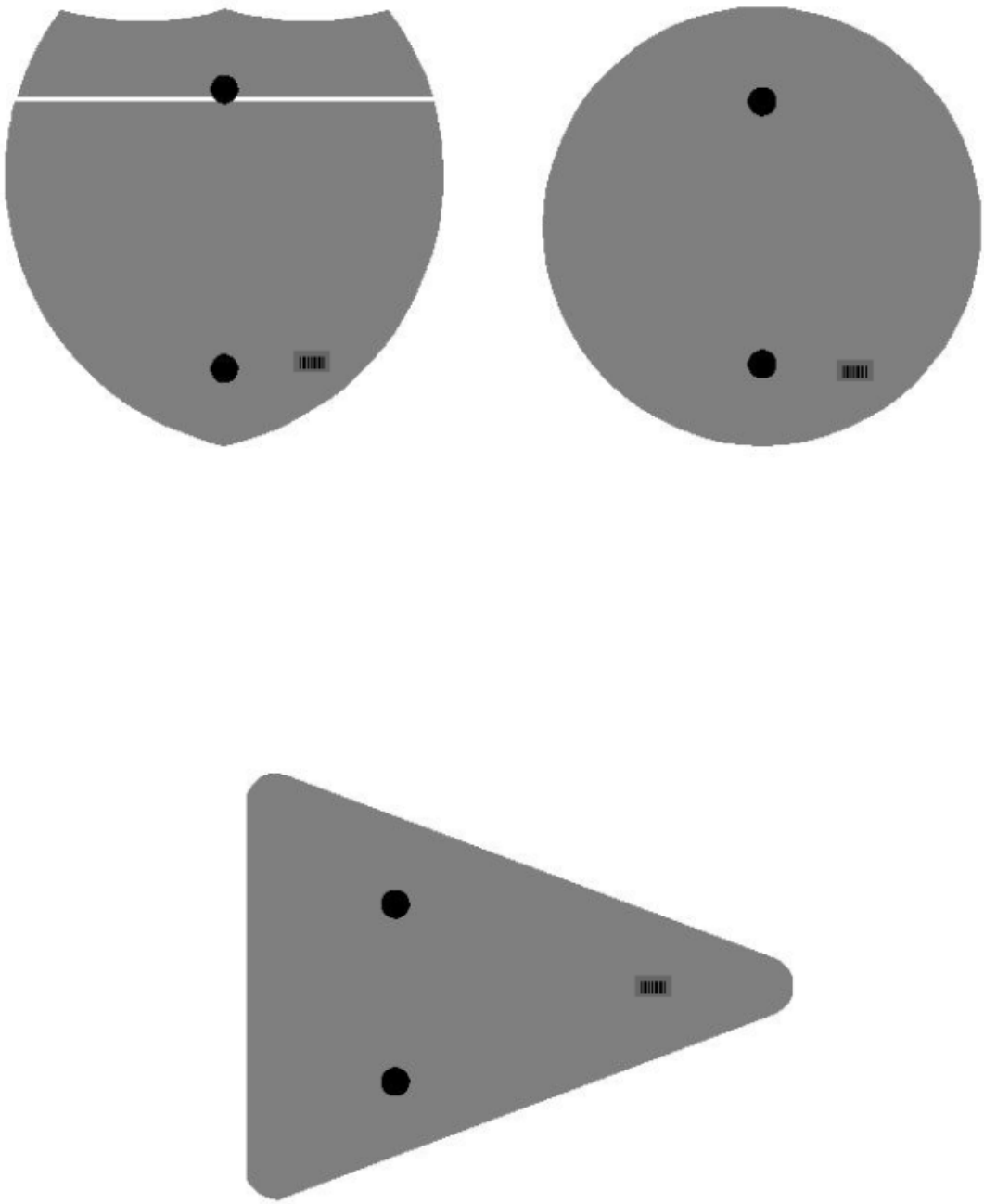
↑  
2" Wide Post



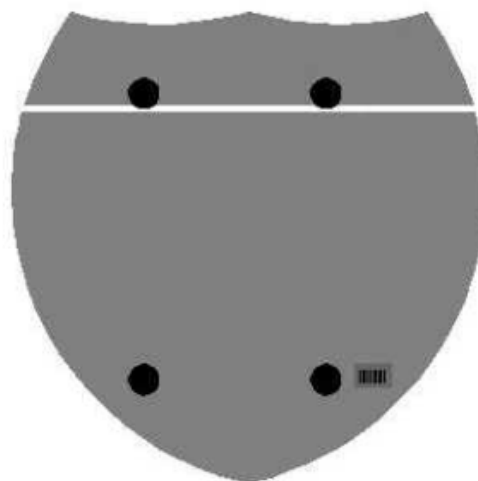
## One Sign Post



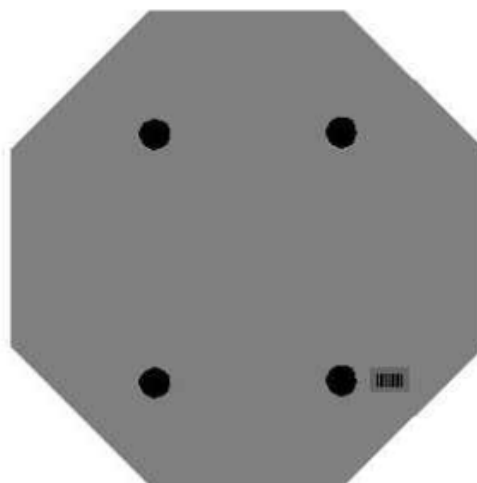
One Sign Post



## Double Sign Post

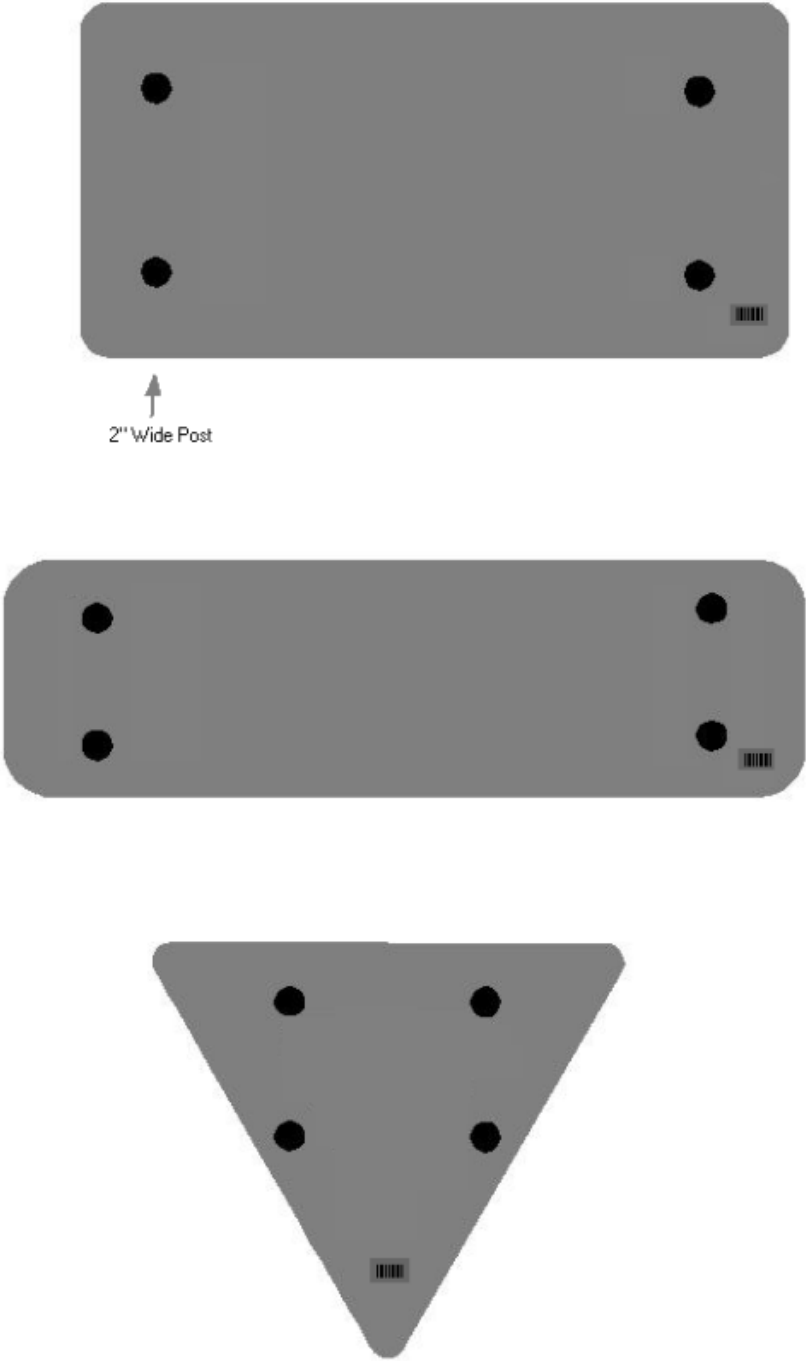


Interstate  
Shield



48" Stop

2 Post Signs



11N

## **SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE**

1. **DESCRIPTION.** This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.
2. **MATERIALS, EQUIPMENT, AND PERSONNEL.**

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 – 10.0	ASTM D 4402
Cone Penetration, 77 ° F	60 – 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329, Type II
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

Ensure the temperature of the pavement joint adhesive is between 380 and 410 °F when the material is extruded in a 0.125-inch-thick band over the entire face of the longitudinal joint.

2.2. Equipment.

2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.

2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.

2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

3. **CONSTRUCTION.**

3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air.

11N

Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.

3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40 ° F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).

3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's 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 random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.

4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. 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 Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
5. PAYMENT. The Department will pay for the Pavement Joint Adhesive 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.

11N

Pavement Joint Adhesive Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Joint Adhesive Referenced in Subsection 2.1.1						
Viscosity, 400 ° F (Pa•s)			3.0-3.4	2.5-2.9	2.0-2.4	≤1.9
ASTM D 3236	4.0-10.0	3.5-10.5	10.6-11.0	11.1-11.5	11.6-12.0	≥ 12.1
Cone Penetration, 77 ° F			54-56	51-53	48-50	≤ 47
ASTM D 5329	60-100	57-103	104-106	107-109	110-112	≥ 113
Flow, 140 ° F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤ 21
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Softening Point, ° F AASHTO T 53	≥ 171	≥ 169	166-168	163-165	160-162	≤ 159
Ductility, 77 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Ductility, 39 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9

Code  
20071EC

Pay Item  
Joint Adhesive

Pay Unit  
Linear Foot

May 7, 2014

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

**LABOR AND WAGE REQUIREMENTS  
APPLICABLE TO OTHER THAN FEDERAL-AID SYSTEM PROJECTS**

- I. Application
- II. Nondiscrimination of Employees (KRS 344)

**I. APPLICATION**

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor's organization shall be construed to include only workmen employed and paid directly by the contractor and equipment owned or rented by him, with or without operators.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

3. A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

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

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

Revised: January 25, 2017

**II. NONDISCRIMINATION OF EMPLOYEES**

**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.

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

### **Kentucky Equal Employment Opportunity Act of 1978**

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall apply to this Contract. The apparent low Bidder will be required to submit EEO forms to the Division of Construction Procurement, which will then forward to the Finance and Administration Cabinet for review and approval. No award will become effective until all forms are submitted and EEO/CC has certified compliance. The required EEO forms are as follows:

- EEO-1: Employer Information Report
- Affidavit of Intent to Comply
- Employee Data Sheet
- Subcontractor Report

These forms are available on the Finance and Administration's web page under ***Vendor Information, Standard Attachments and General Terms*** at the following address:  
**<https://www.eProcurement.ky.gov>**.

Bidders currently certified as being in compliance by the Finance and Administration Cabinet may submit a copy of their approval letter in lieu of the referenced EEO forms.

For questions or assistance please contact the Finance and Administration Cabinet by email at **[finance.contractcompliance@ky.gov](mailto:finance.contractcompliance@ky.gov)** or by phone at 502-564-2874.

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

### OVERTIME PAY

At least  $1\frac{1}{2}$  times your regular rate of pay for all hours worked over 40 in a workweek.

### CHILD LABOR

An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

#### *No more than*

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

### TIP CREDIT

Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

### ENFORCEMENT

The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

### ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:



# 1-866-4-USWAGE

(1-866-487-9243)

TTY: 1-877-889-5627



# WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

## **PART IV**

## **INSURANCE**

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

# **PART V**

## **BID ITEMS**

Report Date 10/17/23

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	1,296.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	10.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	1.00	TON		\$	
0040	00190		LEVELING & WEDGING PG64-22	51.00	TON		\$	
0050	00212		CL2 ASPH BASE 1.00D PG64-22	746.00	TON		\$	
0060	00301		CL2 ASPH SURF 0.38D PG64-22	524.00	TON		\$	
0070	00356		ASPHALT MATERIAL FOR TACK	4.00	TON		\$	
0080	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0090	02677		ASPHALT PAVE MILLING & TEXTURING	96.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0100	00078		CRUSHED AGGREGATE SIZE NO 2	120.00	TON		\$	
0110	02200		ROADWAY EXCAVATION	1,330.00	CUYD		\$	
0120	02429		RIGHT-OF-WAY MONUMENT TYPE 1	8.00	EACH		\$	
0130	02432		WITNESS POST	2.00	EACH		\$	
0140	02483		CHANNEL LINING CLASS II	20.00	TON		\$	
0150	02562		TEMPORARY SIGNS	400.00	SQFT		\$	
0160	02604		FABRIC-GEOTEXTILE CLASS 1A	400.00	SQYD		\$	
0170	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	1,015.00	SQYD	\$2.00	\$	\$2,030.00
0180	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0190	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0200	02726		STAKING	1.00	LS		\$	
0210	05950		EROSION CONTROL BLANKET	650.00	SQYD		\$	
0220	05963		INITIAL FERTILIZER	.03	TON		\$	
0230	05964		MAINTENANCE FERTILIZER	.20	TON		\$	
0240	05985		SEEDING AND PROTECTION	3,600.00	SQYD		\$	
0250	05992		AGRICULTURAL LIMESTONE	.60	TON		\$	
0260	06510		PAVE STRIPING-TEMP PAINT-4 IN	6,000.00	LF		\$	
0270	06514		PAVE STRIPING-PERM PAINT-4 IN	7,775.00	LF		\$	
0280	06568		PAVE MARKING-THERMO STOP BAR-24IN	45.00	LF		\$	
0290	06569		PAVE MARKING-THERMO CROSS-HATCH	470.00	SQFT		\$	
0300	06574		PAVE MARKING-THERMO CURV ARROW	9.00	EACH		\$	
0310	22664EN		WATER BLASTING EXISTING STRIPE	4,500.00	LF		\$	
0320	23143ED		KPDES PERMIT AND TEMP EROSION CONTROL	1.00	LS		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0330	00522		STORM SEWER PIPE-18 IN	793.00	LF		\$	
0340	01450		S & F BOX INLET-OUTLET-18 IN	1.00	EACH		\$	
0350	01505		DROP BOX INLET TYPE 5B	5.00	EACH		\$	

Section: 0004 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0360	06406		SBM ALUM SHEET SIGNS .080 IN	60.60	SQFT		\$	
0370	06410		STEEL POST TYPE 1	72.00	LF		\$	
0380	21373ND		REMOVE SIGN	8.00	EACH		\$	
0390	24631EC		BARCODE SIGN INVENTORY	12.00	EACH		\$	

Section: 0005 - SIGNALIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0400	04845		CABLE-NO. 14/7C	1,100.00	LF		\$	
0410	04885		MESSENGER-10800 LB	275.00	LF		\$	
0420	04932		INSTALL STEEL STRAIN POLE	4.00	EACH		\$	
0430	04953		TEMP RELOCATION OF SIGNAL HEAD	14.00	EACH		\$	
0440	20093NS835		INSTALL PEDESTRIAN HEAD-LED	4.00	EACH		\$	
0450	20188NS835		INSTALL LED SIGNAL-3 SECTION	6.00	EACH		\$	
0460	20266ES835		INSTALL LED SIGNAL- 4 SECTION	1.00	EACH		\$	
0470	21743NN		INSTALL PEDESTRIAN DETECTOR	4.00	EACH		\$	
0480	23068NN		REMOVE & REINSTALL COORDINATING UNIT	1.00	EACH		\$	
0490	23157EN		TRAFFIC SIGNAL POLE BASE	15.00	CUYD		\$	
0500	24908EC		INSTALL SIGNAL CONTROLLER-TY ATC	1.00	EACH		\$	
0510	24955ED		REMOVE SIGNAL EQUIPMENT	1.00	EACH		\$	
0520	26119EC		INSTALL RADAR PRESENCE DETECTOR TYPE A	3.00	EACH		\$	

Section: 0006 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0530	02568		MOBILIZATION	1.00	LS		\$	
0540	02569		DEMOBILIZATION	1.00	LS		\$	