



**CALL NO. 113**

**CONTRACT ID. 194130**

**LAUREL COUNTY**

**FED/STATE PROJECT NUMBER HSIP 9010 (408)**

**DESCRIPTION WEST LAUREL ROAD (KY 192)**

**WORK TYPE ASPHALT RESURFACING**

**PRIMARY COMPLETION DATE 7/31/2020**

**LETTING DATE: October 25,2019**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 25,2019. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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**PART I**  
**SCOPE OF WORK**

## ADMINISTRATIVE DISTRICT - 11

**CONTRACT ID - 194130**

**HSIP 9010 (408)**

**COUNTY - LAUREL**

**PCN - 1106301921901**

**HSIP 9010 (408)**

WEST LAUREL ROAD (KY 192) IMPROVEMENTS AT THE INTERSECTION OF KY 192 AND THOMPSON POYNTER RD, A DISTANCE OF 0.30 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 11-09008.50.  
GEOGRAPHIC COORDINATES LATITUDE 37:06:18.30 LONGITUDE -84:06:30.00

**COMPLETION DATE(S):**

COMPLETED BY 07/31/2020

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

Bidder must use the Department's electronic bidding software. The Bidder must download the bid file located on the Bid Express website ([www.bidx.com](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.

April 30, 2018

### **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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



### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

#### **UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED**

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

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

#### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

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

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

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

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

7/19/2019

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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

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

**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.

**OPTION B**

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



## Special Notes Applicable to Project GENERAL NOTES

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### **CAUTION**

The information in this proposal and shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.

### **STATIONING**

The contractor is advised that the planned locations of work were established from the following stations:

- **KY 192 MP 17.756 at Thompson Poynter and Boggs Road:** A station number which is STA 937+52 which is the intersection of KY 192 and Thompson Poynter and Boggs Road in Laurel County. Milepoints were established from a Milepoint which is MP 17.756 along KY 192 at the intersection of KY 192 and Thompson Poynter and Boggs Road.

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

### **ON-SITE INSPECTION**

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

### **RIGHT OF WAY LIMITS**

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

### **CONTROL**

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

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

General Notes  
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**REMOVE AND RELOCATE ICWS**

Remove the existing ICWS as shown in the plans and relocate to another location as determined by the District Traffic Engineer. This work will be paid under the bid item REMOVE AND RELOCATE SIGN ASSEMBLY and will include all work to remove and relocate sign assembly. An additional 30 LF of sign post has been included in the contract to be used for relocation.

**REMOVE QWICK CURB**

Remove the existing Qwick Curb as shown in the plans and deliver to the District traffic barn following removal. This work will be paid under the bid item REMOVE (EXISTING QWICK CURB).

**ASPHALT PAVE MILLING & TEXTURING**

A quantity of 124 tons of Asphalt Pave Milling & Texturing has been included in the contract. This quantity includes milling required to achieve the pavement cross-slopes shown in the cross-sections and edge keys as shown in the Special Note for Edge Key.

**DESCRIPTION OF WORK**

**KY 192 at Thompson Poynter and Boggs Road:** Work at this intersection will consist of resurfacing the pavement to the limits shown in the plans, installing striping and pavement markings, installing Qwick Curb, installing signs, and widening and overlaying the existing pavement to create a left turn lane.

## SPECIAL NOTE FOR STAKING

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

1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
2. Verify the dimensions, type, and quantities of the pipes as listed and detailed in the proposal, and determine flow line elevations and slopes necessary to provide positive drainage. Revise as necessary to accommodate the existing site conditions; to provide proper alignment of the drainage structures with existing and/or proposed ditches, stream channels, swales, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
3. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks of notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.
4. Produce and furnish to the Engineer "As Built" information 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.
5. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings,

Staking  
Page 2 of 2

Quick Curb Median Separator, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the striping and/or pavement markings.

6. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
7. Perform any and all other staking operations required to control and construct the work.

## **SPECIAL NOTE FOR SHOULDER MILLING/TRENCHING**

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Trench shoulders as shown on the Typical Section. The Engineer may eliminate locations along the route from shoulder trenching (e.g. road approaches, turn lanes, entrances, etc.). For entrances and road approaches, the Engineer will determine whether to omit the trenching or continue the trenching across the entrance or approach. **DO NOT** trench across entrances or road approaches without the Engineer's approval. If trenching is achieved by means other than milling, saw cut the pavement 13.5 inches deep to create a smooth edge prior to excavating the shoulder trench. Excavate the material from the shoulder and maintain the proposed cross-slope as shown on the Typical Sections. The intent is to mill, or excavate, the entire trench so that the proposed shoulder slope is retained at the end of the paving operation. Reshape and compact excavated material from the trench on the outside edge of the newly paved shoulder as shown on the Typical Section.

Retain possession of excess materials and/or materials the Engineer deems unsuitable for reuse and waste the materials off the right-of-way at sites obtained by the Contractor at no additional cost to the Department. See Special Provision for Waste and Borrow.

Accept payment at the contract unit price per square yard for SHOULDER MILLING/TRENCHING as full compensation for all labor, materials, equipment, and incidentals for excavating the shoulder trench and reuse and/or disposal of the excavated material.

## **SPECIAL NOTE FOR EROSION CONTROL**

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### **I. DESCRIPTION**

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

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

### **II. MATERIALS**

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

### **III. CONSTRUCTION**

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

## 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. All silt control devices shall be sized to retain a volume of 3,600 cubic feet per disturbed contributing acre. Remove sediment from silt traps before they become a maximum of ½ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.

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

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

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

The use of Temporary Mulch is encouraged.

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

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

Erosion Control  
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as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

**IV. MEASUREMENT**

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

**V. BASIS OF PAYMENT**

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



## SPECIAL NOTE FOR QWICK CURB MEDIAN SEPARATOR

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### I. DESCRIPTION

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

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

### II. MATERIALS

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

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

**B. Lane Separator Curb.** Furnish Qwick Kurb<sup>®</sup> brand lane separator curb guidance system that includes modular longitudinal curb sections and transition end sections, and delineator posts/panels. The longitudinal units of the system shall interface with each other to form a continuous longitudinal channelizing system. The design of the system shall allow a radius or curve as needed by roadway geometry. The complete system shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. System color shall match the adjacent pavement marking color.

- a. Longitudinal Units.** The longitudinal units shall have a mountable design to allow for emergency vehicle crossovers. The longitudinal units shall be designed to allow for cross drainage under the units. Individual units of the system shall have a minimum length of 40 inches, maximum height of 4 inches and maximum width of 12 inches. The longitudinal base shall include retroreflective markings to match the system color. At least one upright post is required for each longitudinal curb unit.
- b. Upright Posts.** Upright posts shall be a minimum of 26 inches in height and a minimum of 2 inches in width. Upright posts are to be uniformly spaced at intervals no greater than 44 inches along the system. Post color should match the longitudinal curb unit and adjacent pavement marking color. Each post shall have retroreflective markings of color matching the post, longitudinal system, and adjacent pavement marking. Upright posts should be easily replaceable under traffic conditions and shall be fabricated to withstand repeated impacts and return to a complete upright position with minimal maintenance to the unit.

Qwick Curb Median Separator  
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### III. CONSTRUCTION METHODS

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

### IV. METHOD OF MEASUREMENT

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

### V. BASIS OF PAYMENT

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

## SPECIAL NOTE FOR SIGNAGE

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

The following signs and sign components shall be fabricated using Type IX sheeting:

- White sign legends on panel signs
- STOP (R1-1) signs
- ALL WAY (R1-3P) signs
- YIELD (R1-2) signs
- DO NOT ENTER (R5-1) signs
- WRONG WAY (R5-1a) signs

The following signs and sign components shall be fabricated using Type IX 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 IX 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 point arrow (W16-7P) plaques that supplement Bicycle 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

All other permanent signs shall be fabricated using Type III or Type IV sheeting.

## SPECIAL NOTE FOR SIGNING

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### I. DESCRIPTION

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

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

### II. MATERIALS

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

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

### III. CONSTRUCTION METHODS

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

Fabricate sheet signs from .080 or .125 gauge aluminum alloy 5052-H38 or 6061-T6, in accordance with ASTM B-209, and to the size and shape specified. Prepare the side of

## Signing

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the sheet to be used as the sign face 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 retroreflective material shall be fabricated and assembled in accordance with the specifications and/or recommendations of the manufacturer(s).

All hardware for the erection of sheeting signs shall be rust resistant: stainless steel, zinc coated, aluminum, or an Engineer approved material. All beams and posts shall be of sufficient lengths to extend from the top of the sign to the required embedment in the anchor. Splicing of the sign post shall NOT be allowed. For installations in soil, Type I steel posts shall be mounted on either a standard anchor, with soil stabilizer plate, or on a Type D breakaway sign support. Refer to Sheeting Sign Detail Sheet 1 of 2 for installation details for a standard anchor with soil stabilizer plate. When installing a standard anchor with soil stabilizer plate, if solid rock is encountered, the Contractor shall drill a hole to the required depth into the rock, install the anchor into the hole, and backfill the anchor post with concrete, or other method approved by the Engineer. The cost shall be incidental to Type I steel post, and a soil stabilizer plate will not be required. Refer to Standard Drawing RGX-065, current edition, for installation details of Type D breakaway sign supports. Approved manufacturers for Type D breakaway sign supports have been placed on the list of approved materials. For installations on existing concrete, such as a sidewalk, concrete median, etc., Type I steel posts shall be mounted on a Type D surface mount. For Type D surface mounts there are two permissible alternatives: Kleen Break Model 425 for Surface Mount Concrete Installations by Xcessories Squared of Auburn, IL or Snap n Safe Model S200s for 2" Sign Post by Designovations Inc. of Stilman Valley, IL. 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.

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When listed in the summaries, Reflective Sign Post Panels shall be 2" wide x 60" tall (or 84" tall for urban installations) and shall have three 3/8" holes (one hole in the top 3", one hole near the center, and one hole in the bottom 3") that align with the holes on the Type I steel post. Sheeting for the Reflective Sign Post Panels shall be the same Type and color as the sign installed on the post. Examples include:

- Red, fluorescent yellow, and fluorescent yellow-green (Type IX Sheeting)
- White and yellow (Type III and/or IV Sheeting).

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

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

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

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

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

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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.

**G. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

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

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

**I. Clean Up, Disposal of Waste.** Clean up the project area as work progresses. Dispose of all removed concrete, debris, and other waste as per Section 204.03.08. The Department will incur no cost to obtain the disposal sites. The Department will NOT make direct payment for disposal of waste and debris from the project. Existing anchors, signs, posts, and any other hardware or material removed from the site are to become the property of the Contractor. See Special Provision for Waste and Borrow Sites.

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

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

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

#### V. BASIS OF PAYMENT

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



Signing  
Page 6 of 6

- B. Signs.** The Department will make payment for the completed and accepted quantities under the bid item SBM ALUM SHEET SIGNS .125 IN or .080 IN. The Department will consider payment full compensation for all work and incidentals necessary to install the signs, as required by these notes and the details found elsewhere in the proposal, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- C. Sign Posts.** The Department will make payment for the completed and accepted quantities under the bid item STEEL POST TYPE I. The Department will consider payment full compensation for all work and incidentals necessary to install the sign posts as required by these notes and the details found elsewhere in the proposal.
- D. Type D Breakaway Sign Supports.** The Department will make payment for the completed and accepted quantities under the bid item GMSS TYPE D. The Department will consider payment full compensation for all work and incidentals necessary to install the Type D breakaway sign supports as required by Standard Drawing RGX-065, current edition.
- E. Type D Surface Mounts.** The Department will make payment for the completed and accepted quantities under the bid item GMSS TYPE D Surface Mount. The Department will consider payment full compensation for all work and incidentals necessary to install the Type D surface mounts according to all applicable manufacturer requirements.  
NOTE: There are two permissible Type D Surface Mount alternatives: Kleen Break Model 425 for Surface Mount Concrete Installations by Xcessories Squared of Auburn, IL or Snap n Safe Model S200s for 2" Sign Post by Designovations Inc. of Stilman, Valley, IL.
- F. Class A Concrete for Signs.** The Department will make payment for the completed and accepted quantities, used in conjunction with Type D breakaway sign support installations, under the bid item CLASS A CONCRETE FOR SIGNS. The Department will consider payment full compensation for all work and incidentals necessary to install the concrete as required by Standard Drawing RGX-065, current edition.
- G. Remove Sign.** The Department will make payment for the completed and accepted quantities under the bid item REMOVE SIGN. The Department will consider payment full compensation for all work and incidentals necessary to remove the existing signs, posts, anchors, and any other sign material or hardware, from the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- H. Erosion Control.** See Special Note for Erosion Control.

## SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES

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The Contractor shall not begin work until May 1, 2020 or after. The Ultimate Fixed Completion Date shall be July 31, 2020. Liquidated Damages shall be assessed at the rate of **\$1,000** per hour for each hour, or fraction of an hour for any work performed outside of an approved time period. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

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

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

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

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

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

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

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

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

1-3193 Coordination Contracts  
01/02/2012

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

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

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

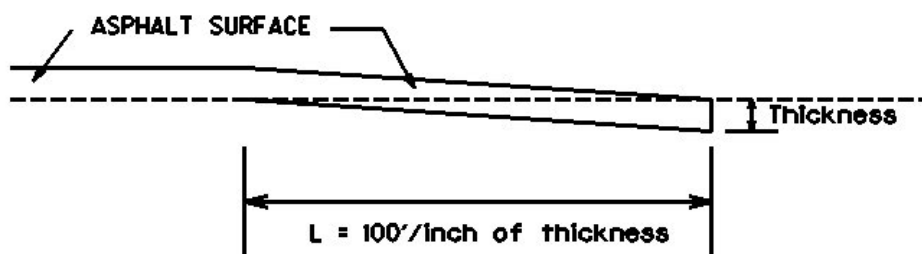
1-3215 Double Asphalt Seal Coat  
01/02/2012

### SPECIAL NOTE FOR EDGE KEY

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

### EDGE KEY



**Thickness = 1.25 Inches**

**L = 125 LF**

**L= Length of Edge Key**

**SPECIAL NOTE FOR  
ASPHALT MILLING AND TEXTURING**

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

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

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

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

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

1-3725 Typical Section Dimensions  
01/02/2012



## TRAFFIC CONTROL PLAN

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### TRAFFIC CONTROL GENERAL

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

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

### PROJECT PHASING & CONSTRUCTION PROCEDURES

For all construction activities, utilize a lane closure, and maintain at least one lane of travel in each direction. This may require part-width construction of certain elements. Provide a minimum clear lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the school bus or emergency vehicle as quickly as possible.

Construction Phasing for pavement widening to lengthen existing left turn lane, KY 192 MP 17.756 in Laurel County:

1. Maintain alternating one-way traffic on eastbound lane while trenching pavement on westbound lane and constructing pavement up to final base course.
2. Maintain alternating one-way traffic on westbound lane while trenching pavement on eastbound lane and constructing pavement up to final base course.
3. Construct surface course while maintaining a minimum of one lane of traffic at all times.

No lane closures will be allowed on the following dates:

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

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

### LANE CLOSURES

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

Traffic Control Plan  
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## **SIGNS**

Contrary to Section 112.04.02, only long term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment; short term signs (signs intended to be left in place for 3 days or less) will not be measured for payment, but will be incidental to Maintain and Control Traffic.

## **CHANGEABLE MESSAGE SIGNS**

Provide changeable message signs at locations determined by the Engineer. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

## **BARRICADES**

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

The Department will measure barricades used for road closures and to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of construction.

## **TEMPORARY ENTRANCES**

The Engineer will not require the Contractor to provide continuous access to farms, single family, duplex, or triplex residential properties during working hours; however, provide reasonable egress and ingress to each such property when actual operations are not in progress at that location. Limit the time during which a farm or residential entrance is blocked to the minimum length of time required for actual

Traffic Control Plan  
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operations, not extended for the Contractor's convenience, and in no case exceeding six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

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

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

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

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

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

Less than 2" - No protection required.

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

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

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

Traffic Control Plan  
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### **PAVEMENT MARKINGS**

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

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

### **THERMOPLASTIC INTERSECTION MARKINGS**

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

## USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

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

### Application

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

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

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

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

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### Messages

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

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

### Placement

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

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

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**Standard Abbreviations**

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

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

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**Standard Abbreviations** (cont)

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

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

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

**Typical Messages**

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

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



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**Typical Messages** (cont)

**Reason/Problem**

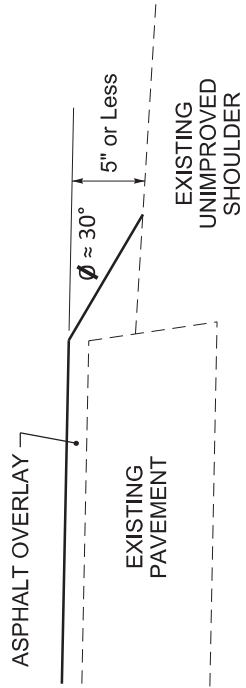
FREEWAY CLOSED  
FRESH OIL  
HAZMAT SPILL  
ICE  
INCIDENT AHEAD  
LANES (NARROW, SHIFT, MERGE, ETC.)  
LEFT LANE CLOSED  
LEFT LANE NARROWS  
LEFT 2 LANES CLOSED  
LEFT SHOULDER CLOSED  
LOOSE GRAVEL  
MEDIAN WORK XX MILES  
MOVING WORK ZONE, WORKERS IN ROADWAY  
NEXT EXIT CLOSED  
NO OVERSIZED LOADS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

**Action**

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

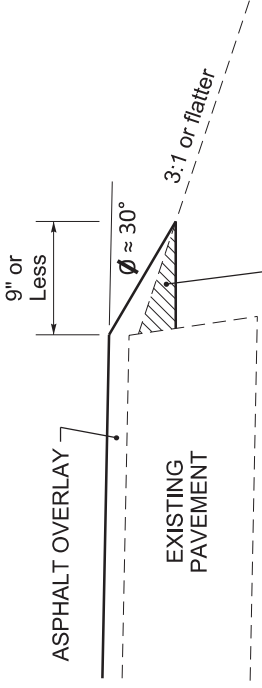
DURABLE PAVEMENT EDGE DETAIL

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



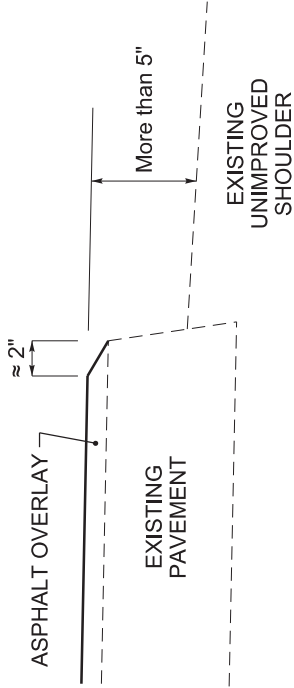
DURABLE PAVEMENT EDGE DETAIL

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



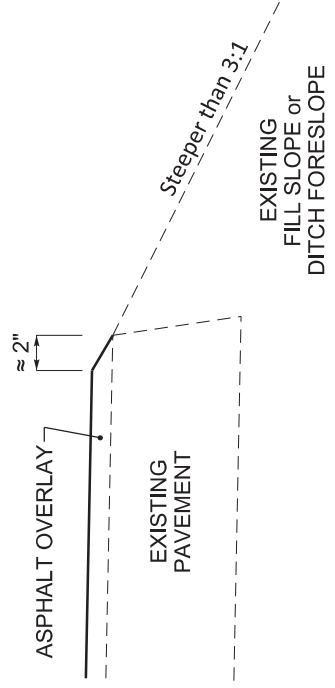
DURABLE PAVEMENT EDGE DETAIL

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



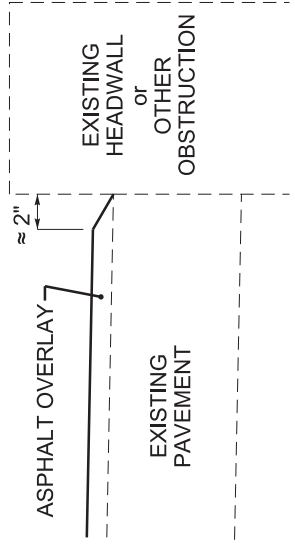
DURABLE PAVEMENT EDGE DETAIL

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



DURABLE PAVEMENT EDGE DETAIL

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



PREPARE SHOULDER ACCORDING TO STANDARD SPECIFICATIONS

NOTES

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

DRAWING NOT TO SCALE

DURABLE PAVEMENT EDGE DETAILS

## SPECIAL NOTE FOR TRAFFIC SIGNAL LOOP DETECTORS

**1.0 DESCRIPTION.** Be advised that there are existing traffic signal loop detectors within the construction limits of this project. Except as specified herein, perform traffic signal loop replacement in accordance with the Department's Standard/Supplemental Specifications, Special Provisions, Special Notes, and Standard/Sepia Drawings, current editions and as directed by the Engineer. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for replacement of traffic signal loop installation(s) and all other work specified as part of this contract.

**1.1 Pre-bid Requirements.** Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a Contract is awarded. Information provided in the Plans regarding types and quantities of work is not to be taken as an accurate or complete evaluation of the materials and conditions to be encountered during construction. The bidder must make his own determinations as to the conditions encountered.

**2.0 MATERIALS.** Except as specified herein, furnish materials in accordance with Subsection 732.02 and Section 835. Provide for materials to be sampled and tested in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in this Special Note.

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

**2.2 Sand.** Furnish natural sand meeting the requirements of Subsection 804.04.01.

**2.3 Seeding.** Furnish Seed Mix Type I.

**2.4 Loop Saw Slot and Fill.** Furnish loop sealant, backer rod, and non-shrink grout according to the Saw Slot Detail.

**2.5 Junction Boxes.** Furnish junction box type B, #57 aggregate, and geotextile filter type IV according to junction box detail.

**2.6 Cable No. 14/1 Pair (Lead-in).** Furnish cable that is specified in Section 835. Cable shall be ran splice free. This shall include splice kits to connect to the loop wire.

**2.7 Conduit.** Furnish and install appropriate conduit from transitions to the roadway, junction boxes and poles. See details below.

**3.0 CONSTRUCTION.** Except as specified herein, install and test Traffic Signal Loop Detectors in accordance with Section 723 and the drawings.

**3.1 Testing.** The Contractor shall test all loops and cable no. 14/1 pair (lead-in) according to Subsection 723.03.17 before and after milling the roadway. The Contractor may have to separate the loop from the lead-in to perform this test. If the loop/lead-in meets the requirement in Section 723 at the controller cabinet, the loop/lead-in shall not be replaced. If existing loops do not meet the requirements in Subsection 723.03.17, the loops shall be replaced. Replacement loops may be installed either before or after the milling process.

## Traffic Signal Loop Detectors

### Page 2 of 8

The Contractor shall verify that loops (both existing and replacement loops) meet the requirements per Subsection 723.03.17 before the final surface is laid. If loops do not meet conditions of Subsection 723.03.17, the Contractor shall replace them before the resurfacing activities begin. If replacement loops have to be reinstalled, the costs of reinstallation shall be incidental to the milling bid item. The Contractor shall re-splice loops to the lead-in with the proper splice as noted in the spec book.

**3.2 Coordination.** Notify the Engineer in writing, two (2) weeks prior to beginning any work. The Engineer will contact the District Traffic Engineer to coordinate the Department's operations with the Contractor's work.

**3.3 Connection.** The Contractor shall schedule all signal loop installation to ensure the new loops are connected to the lead-in and operational within 5 calendar days of the old loops being damaged and/or disconnected. This requirement includes damage caused by any work activity associated with the project. If the new signal loops are not functioning as intended following 5 calendar days, the Department may assess Liquidated Damages at a rate of \$500 per calendar day per signal location until the loops are operating at pre-construction conditions. All liquidated damages will be applied cumulatively.

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

**3.5 Milling.** On projects involving milling and texturing of the existing pavement, install loops in the existing pavement before or after performing the milling and texturing. After milling, the remnant contents of the existing saw slot (grout, loop wires, backer rod, and/or loop sealant) may not be flush with the top of the milled portion of the surface. In such cases, clear the saw slot of loose remnant contents and refill the saw slot with natural sand. Obtain the Engineer's approval of the stabilized saw slot prior to resurfacing. The Department will not measure for separate payment clearing and stabilizing the saw slot and shall consider this work incidental to milling.

**3.6 Loop Saw Slot and Fill.** The following is a typical step by step procedure for the installation of a loop.

- 1) Carefully mark the slot to be cut, perpendicular to the flow of traffic and centered in the lane.
- 2) Make each saw-cut 3/8-inch wide and at a depth such that the top of the backer rod is a minimum of 4 inches below the surface of asphalt pavement.
- 3) Drill a 1½ inch core hole at each corner and use a chisel to smooth corners to prevent sharp bends in the wire.
- 4) Clean all foreign and loose matter out of the slots and drilled cores and within 1 foot on all sides of the slots using a high pressure washer.
- 5) Completely dry the slots and drilled cores and within 1 foot on all sides of the slots.
- 6) Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1½ inch hole on a 45° angle to the conduit adjacent to the roadway.
- 7) Closely inspect all cuts, cores, and slots for jagged edges or protrusions prior to the placement of the wire. All jagged edges and protrusions shall be ground or re-cut and cleaned again.
- 8) Place the loop wire splice-free from the termination point (cabinet or junction box) to the loop, continue around the loop for two turns (6'x30' loop) or three turns (6'x6'

## Traffic Signal Loop Detectors

### Page 3 of 8

- loop), and return to the termination point. Twist unshielded loop wires (IMSA 51-7) with 3 to 5 turns per foot from the start of the homerun to the junction box, cabinet, or pole. Slot can be widened to 1/2" to 5/8" to help with the installation of the twisted wire.
- 9) Push the wire into the saw slot with a blunt object such as a wooden stick. Make sure that the loop wire is pushed fully to the bottom of the saw slot. Screwdrivers shall not be used.
  - 10) Install duct sealant to a minimum of 1 inch deep into the cored 1½ inch hole.
  - 11) Apply loop sealant from the bottom up and fully encapsulate the loop wires in the saw slot. The wire should not be able to move when the sealant has set.
  - 12) Cover the encapsulated loop wire with a continuous layer of backer rod along the entire loop and home run saw slots such that no voids are present between the loop sealant and backer rod.
  - 13) Finish filling the saw cut with non-shrinkable grout per manufacturer's instructions. Alleviate all air pockets and refill low spaces. There shall be no concave portion to the grout in the saw slot. Any excess grout shall be cleaned from the roadway to alleviate tracking.
  - 14) Clean up the site and dispose of all waste off the project.
  - 15) Ensure that the grout has completely cured prior to subjecting the loop to traffic. Curing time varies with temperature and humidity.

**3.7 Final Dressing, Clean Up, and Seeding.** After all work is completed, clean work sites and all disturbed areas. Dispose of all waste and debris off the right of way at sites obtained by the Contractor at no additional cost to the Department. Sow all disturbed earthen areas with Seed Mix Type I.

**3.8 Removal.** The Contractor shall remove all existing junction boxes, wire from spans/poles/junction boxes/conduits, and conduits. The removal will be incidental to the project.

**3.9 Property/Roadway Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the work. Upon completion of the work, restore all disturbed highway features and private property in like kind design and materials at no additional cost to the Department.

**3.10 Right-of-Way Limits.** The Department has not established exact limits of Right-of-Way. Limit work activities to obvious Right-of-Way and work areas secured by the Department through Consent and Release of the adjacent property owners. Contractor is responsible for all encroachments onto private lands.

**3.11 Utility Clearance.** Work around and do not disturb existing utilities. The Department does not anticipate any utility impacts for loop installation. If utilities are impacted, work with associated utility companies to resolve issues.

**3.12 Control.** Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to permit other contractors, state forces, public utility companies, and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with each other's work will be reduced to a minimum. The Contractor agrees to make no claims against the Department for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor

Traffic Signal Loop Detectors  
 Page 4 of 8

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

**3.13 Bore and Jack.** Except for situations outlined in 3.15, bore and jack will be used if conduit is under pavement of any kind. The conduit shall be 2" rigid steel conduit under all pavement areas except for the area where the loop transitions from the saw slot. The installation of conduit should follow the below detail.

**3.14 Open Cut Roadway.** With permission of the Engineer, roadway may be open cut if the conduit is under pavement. The conduit shall be 2" rigid steel conduit under all pavement areas except for the area that the loop transition from the saw slot. The installation of conduit should follow requirements per Section 723.

**4.0 MEASUREMENT.** See Subsection 723.04 for bid item notes. Additional bid items include the following:

**4.1 Loop Test.** The Department will measure the quantity as each individual unit loop tested. The Department will not measure disconnection, reconnection, traffic control, re-splicing per specifications, before and after testing per note above, and any associated hardware for payment and will consider them incidental to this item of work.

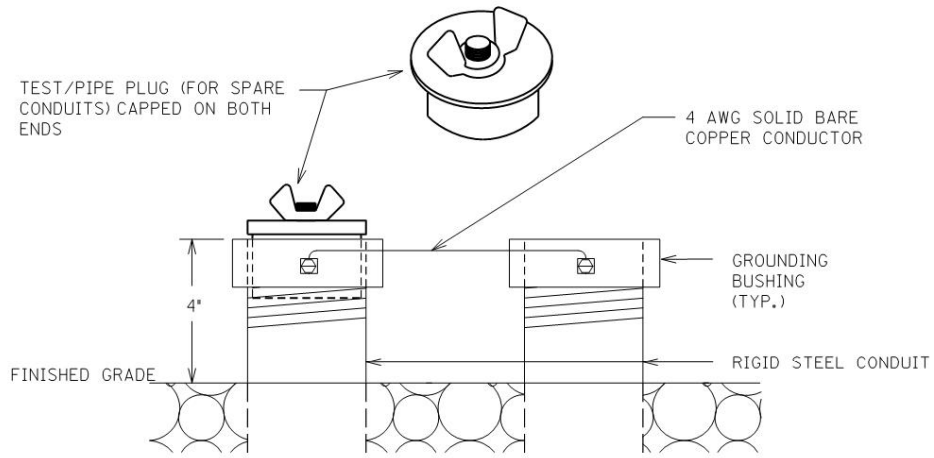
**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities of listed items according to Subsection 723.05 in addition to the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
Conduit 1"	4792	Linear Foot
PVC Conduit – 1 ¼ inch – sch 80	24900EC	Linear Foot
PVC Conduit – 2 inch – sch 80	24901EC	Linear Foot
Conduit 2"	4795	Linear Foot
Electrical Junction Box type B	4811	Each
Loop Test	24963ED	Each
Trenching and Backfilling	4820	Linear Foot
Loop Wire	4830	Linear Foot
Cable-No. 14/1 Pair	4850	Linear Foot <sup>1</sup>
Loop Saw Slot and Fill	4895	Linear Foot <sup>1</sup>
Bore and Jack Conduit	21543EN	Linear Foot <sup>3</sup>
Open Cut Roadway	4821	Linear Foot <sup>3</sup>

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

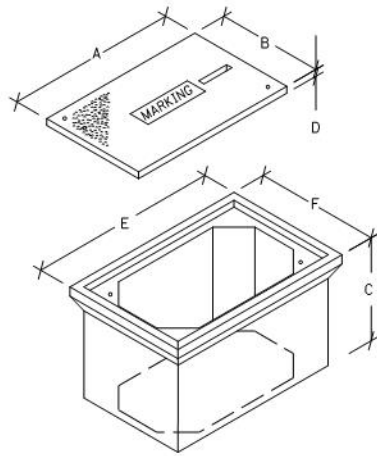
# Traffic Signal Loop Detectors

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

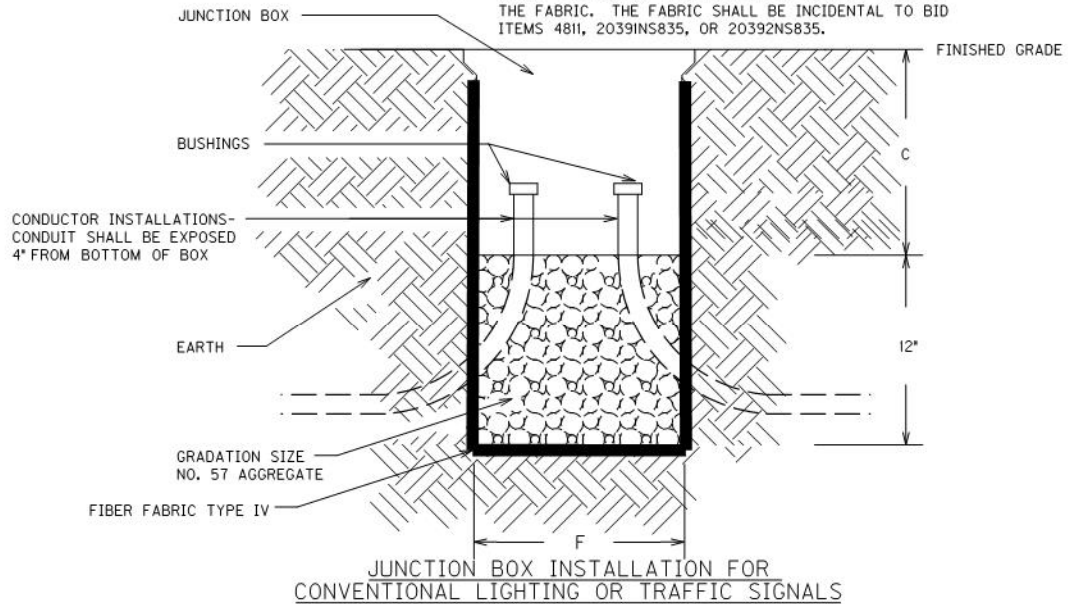
Traffic Signal Loop Detectors  
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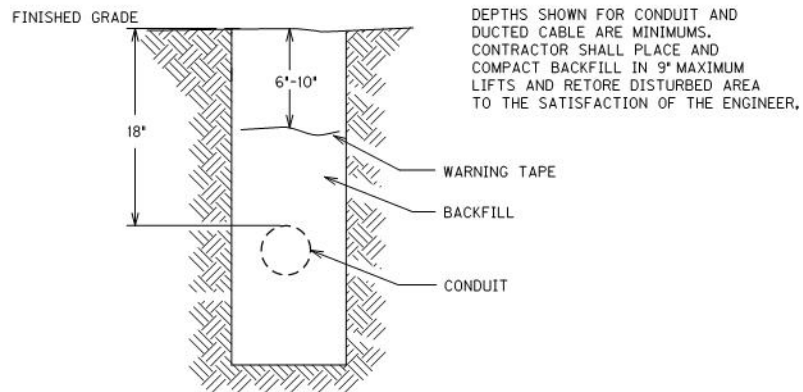
JUNCTION BOX DIMENSIONS (NOMINAL)						
	A	B	C	D	E	F
TYPE A	23"	14"	27"	2"	25"	15"
TYPE B	18"	11"	12"	1 3/4"	20"	13"
TYPE C	36"	24"	30"	3"	38"	26"

• MINIMUM  
NOTE: STACKABLE BOXES ARE PERMITTED

BEFORE THE INSTALLATION OF THE #57 AGGREGATE AND JUNCTION BOX, THE CONTRACTOR SHALL INSTALL GEOTEXTILE FILTER FABRIC TYPE IV IN THE HOLE. THE FABRIC SHALL EXTEND TO JUST BELOW THE LIP OF THE JUNCTION BOX AND SHALL BE CONTINUOUSLY ADHERED TO THE EXTERIOR OF THE BOX WITH ADHESIVE. ANY LOCATIONS WHERE CONDUITS ENTER THE BOX, THE FABRIC SHALL BE 'X CUT' ONLY AS MUCH AS NECESSARY TO ALLOW PASSAGE OF EACH INDIVIDUAL CONDUIT THROUGH THE FABRIC. THE FABRIC SHALL BE INCIDENTAL TO BID ITEMS 4811, 20391NS835, OR 20392NS835.



JUNCTION BOX INSTALLATION FOR CONVENTIONAL LIGHTING OR TRAFFIC SIGNALS

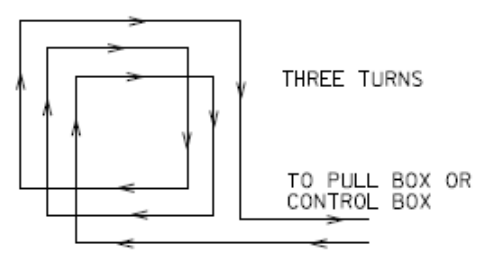
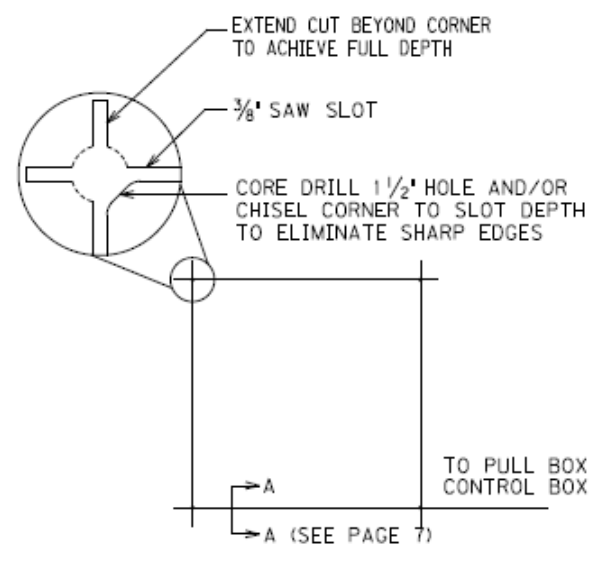


CONDUIT AND WARNING TAPE TRENCH



### Traffic Signal Loop Detectors

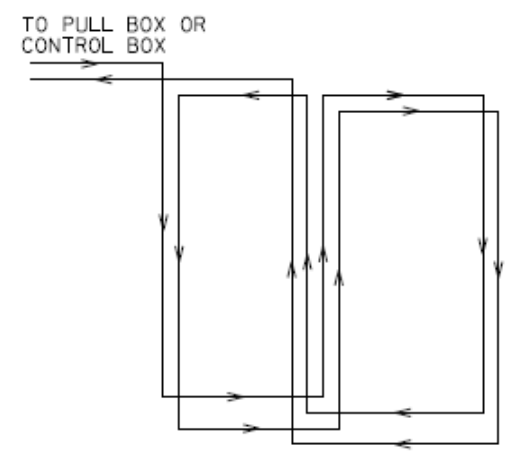
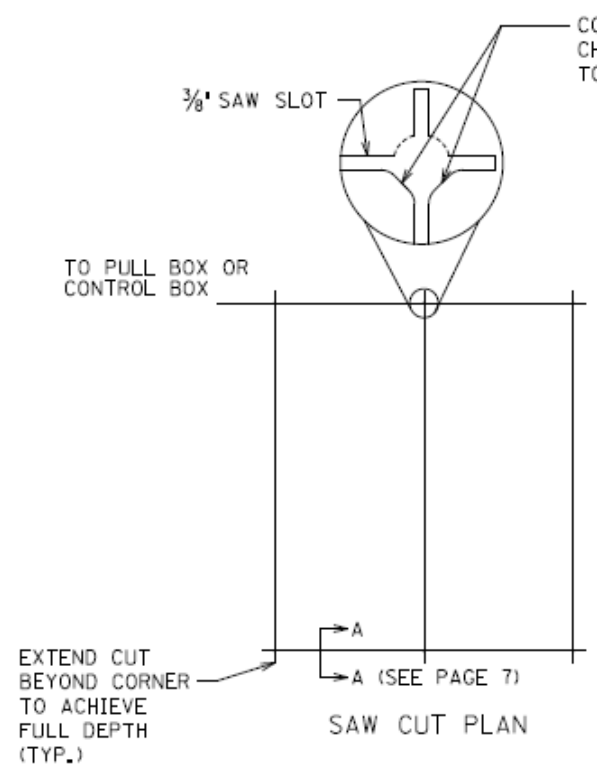
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SAW CUT PLAN

WIRING PLAN

6'X6' LOOP



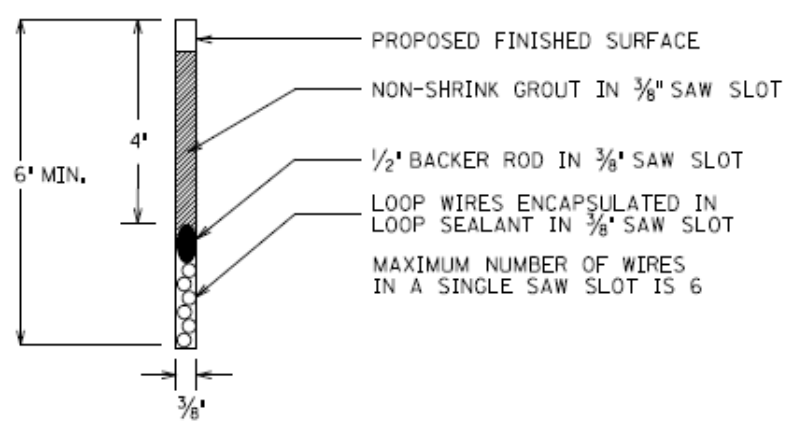
SAW CUT PLAN

WIRING PLAN

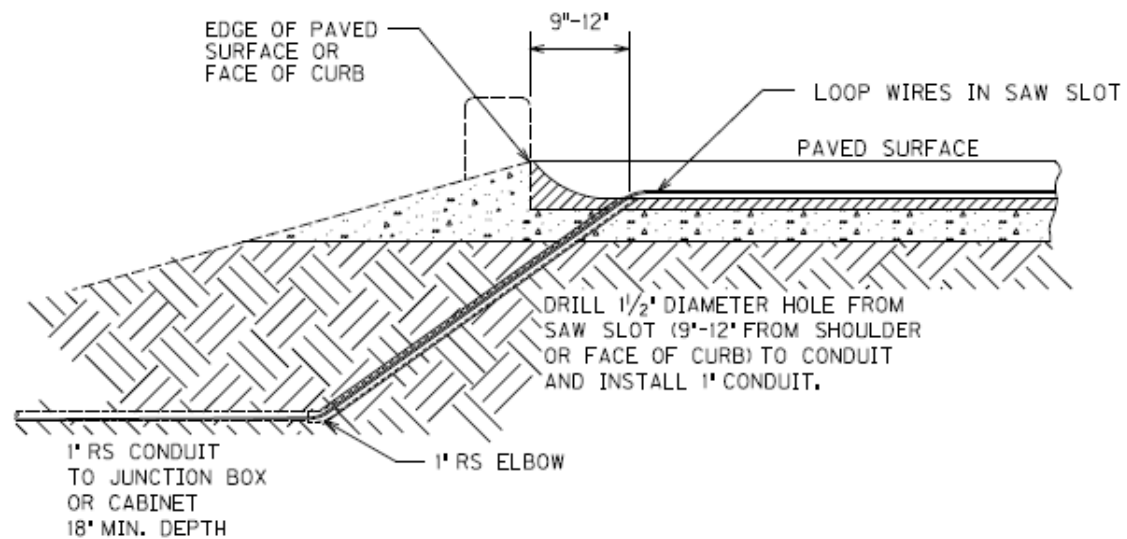
6'X30' QUADRAPOLE LOOP

# Traffic Signal Loop Detectors

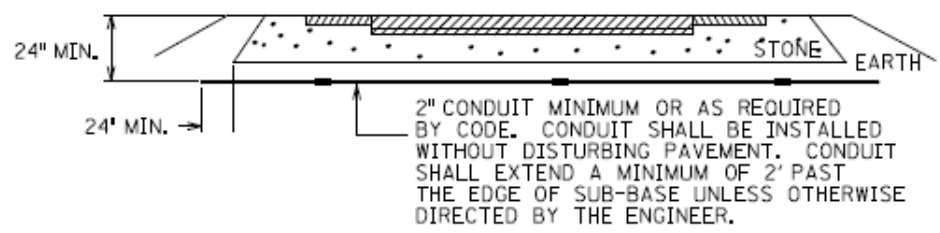
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SECTION A-A (SAW SLOT DETAIL)





SAW SLOT EDGE OF PAVEMENT TRANSITION



CONDUIT UNDER EXISTING PAVEMENT DETAIL

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES	TC 62-226 Rev. 01/2016 Page 1 of 1
<b>RIGHT OF WAY CERTIFICATION</b>		

<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>	
11-9008.50		Laurel		N/A		HSIP 9010(408)	
<b>PROJECT DESCRIPTION</b>							
Widen KY 192 and extend the existing 3-Lane section further south, install median access control, and update the striping and signing at the intersection of KY 192 & Thompson Poynter Rd							
<input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b> Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.							
<input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b> All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b> The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b> The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		N/A	EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION		
Number of Parcels That Have Been Acquired							
Signed Deed							
Condemnation							
Signed ROE							
<b>Notes/ Comments (Use Additional Sheet if necessary)</b> Parcels Cleared by Deed of Conveyance to KYTC Property owners have been compensated.							
<b>LPA RW Project Manager</b>				<b>Right of Way Supervisor</b>			
Printed Name				Printed Name		Greg Combs	
Signature				Signature		 2019.09.16 15:09:38	
Date				Date		-04'00'	
<b>Right of Way Director</b>				<b>FHWA</b>			
Printed Name		DM Loy		Printed Name		No Signature Required	
Signature		 Digitally signed by DM Loy Date: 2019.09.16 15:52:48 -04'00'		Signature		as per FHWA-KYTC	
Date				Date		Current Stewardship Agreement	

## UTILITIES AND RAIL CERTIFICATION NOTE

**Laurel County, HSIP 9010(408)  
FD52 063 0192 017-018  
Improvements at intersection of KY192 @ Thompson Poynter Rd.  
Item #: 11-9008.50**

**GENERAL PROJECT NOTE ON UTILITY PROTECTION**

*Utility coordination efforts determined that no significant utility relocation work is required to complete the project.*

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

Laurel County KY 192 @ Thompson Poynter/Boggs Rd:

- Gas main located on left side throughout project limits
- Sanitary sewer line located on right side throughout project limits
- Overhead electric/telephone located on both left and right sides throughout project limits

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

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

None

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

Delta Gas is relocating a 4" plastic line from LT STA 929+50 – 931+00. Work expected to be complete by 5/4/2020.

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

None

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

- No Rail Involved**       **Minimal Rail Involved (See Below)**       **Rail Involved (See Below)**

## UTILITIES AND RAIL CERTIFICATION NOTE

**Laurel County, HSIP 9010(408)**  
**FD52 063 0192 017-018**  
**Improvements at intersection of KY192 @ Thompson Poynter Rd.**  
**Item #: 11-9008.50**

### **UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG**

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

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.

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

### **SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

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

## UTILITIES AND RAIL CERTIFICATION NOTE

**Laurel County, HSIP 9010(408)**  
**FD52 063 0192 017-018**  
**Improvements at intersection of KY192 @ Thompson Poynter Rd.**  
**Item #: 11-9008.50**

Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

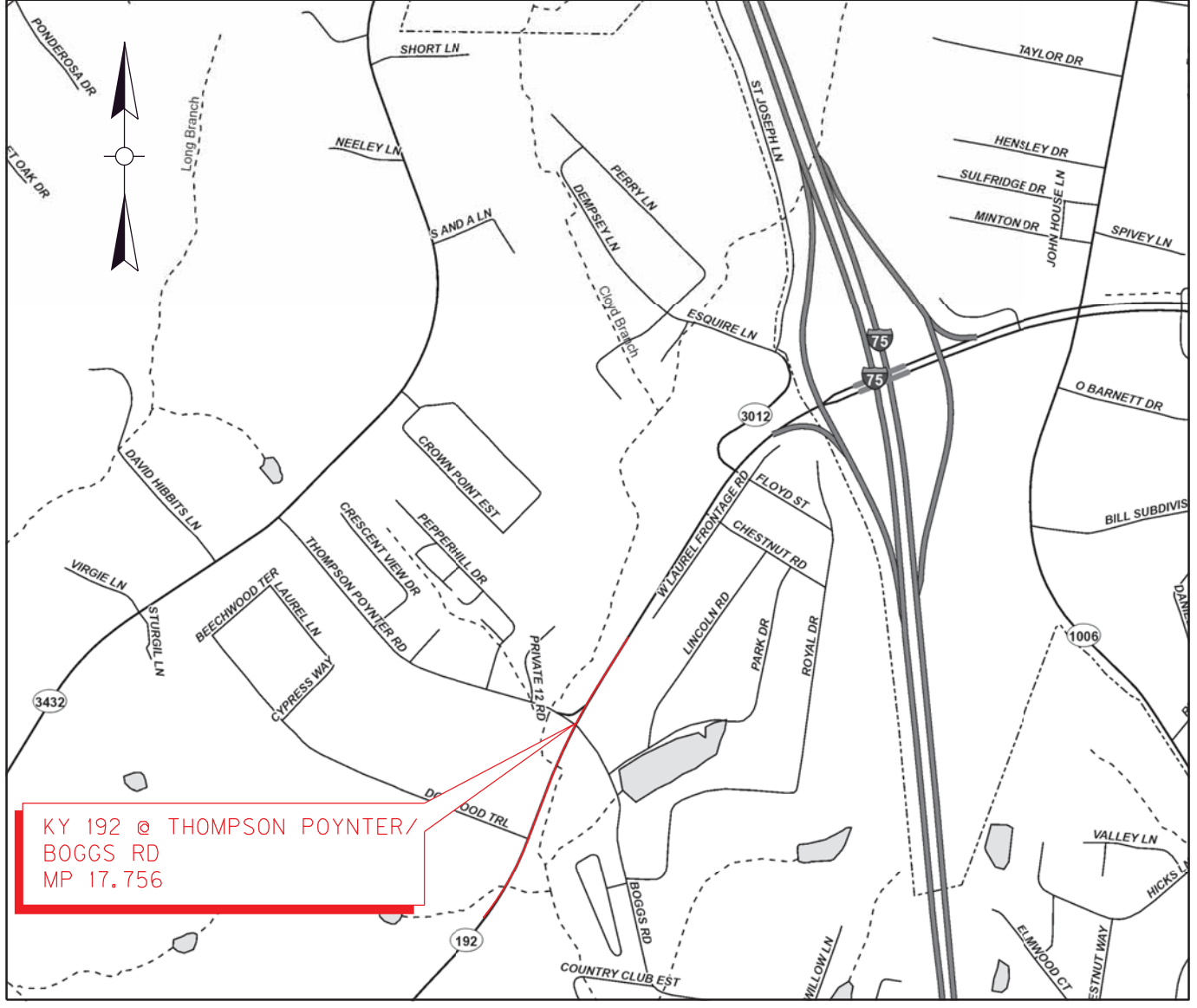
**Laurel County, HSIP 9010(408)**  
**FD52 063 0192 017-018**  
**Improvements at intersection of KY192 @ Thompson Poynter Rd.**  
**Item #: 11-9008.50**

### AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
1. AT&T	O'dell Keene	131 Amesbury Avenue Middlesboro, KY 40965 606.248.7243 <a href="mailto:Ok3919@att.com">Ok3919@att.com</a>
2. Charter	Darrell Nave	5026 US 27 Somerset, KY 42501 606.425.5885 <a href="mailto:Darrell.nave@charter.com">Darrell.nave@charter.com</a>
3. Charter	Lee Bowlin	105 W. Third Street Corbin, KY 40701 606.271.2504 <a href="mailto:Albert.bowlin@charter.com">Albert.bowlin@charter.com</a>
4. Delta Natural Gas Company	Brent Means	3617 Lexington Road Winchester, KY 40391 859.744.6171 Ext. 1134 <a href="mailto:bmeans@deltagas.com">bmeans@deltagas.com</a>
5. KU	John Alderson	180 Substation Road London, KY 40741 606.877.2836 Ext. 5 <a href="mailto:John.alderson@lge-ku.com">John.alderson@lge-ku.com</a>
6. London Utility Commission	Steve Baker	P.O. Box 918 London, KY 40743 606.864.2103 <a href="mailto:Steve.baker@londonutilitycommission.com">Steve.baker@londonutilitycommission.com</a>
7. Windstream	Bryan Reed	London, KY 606.878.3263 <a href="mailto:Bryan.Reed@windstream.com">Bryan.Reed@windstream.com</a>

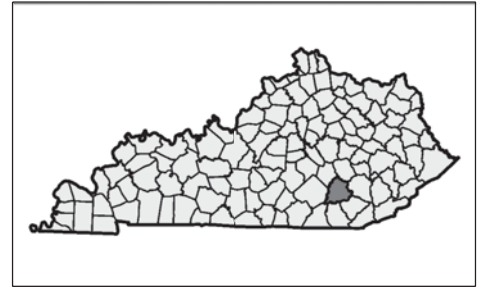
***NOTE: The Utilities Contact List is provided as informational only, and may not be a complete list of all Utility Companies with facilities in the project area.***

COUNTY OF	ITEM NO.
LAUREL	11-9008.50



SCALE: 1"=1000'

**LAUREL COUNTY**  
**KY 192 MP 17.756**





COUNTY OF	ITEM NO.
LAUREL	11-9008.50

GENERAL SUMMARY - KY 192 MP 17.756			
ITEM	DESCRIPTION	UNIT	QUANTITY
3	CRUSHED STONE BASE	TON	375
100	ASPHALT SEAL AGGREGATE	TON	15
103	ASPHALT SEAL COAT	TON	1.8
190	LEVELING & WEDGING PG64-22	TON	25
212	CL2 ASPH BASE 1.00D PG64-22	TON	356
307	CL2 ASPH SURF 0.38B PG64-22	TON	409
356	ASPHALT MATERIAL FOR TACK	TON	1.9
461	CULVERT PIPE-15 IN	LF	122
1310	REMOVE PIPE	LF	53
2101	CEM CONC ENT PAVEMENT-8 IN	SQYD	141
2159	TEMP DITCH	LF	225
2160	CLEAN TEMP DITCH	LF	113
2230	EMBANKMENT IN PLACE	CUYD	140
2569	DEMOBILIZATION (KY 192 MP 17.756)	LS	1
2650	MAINTAIN & CONTROL TRAFFIC (KY 192 MP 17.756)	LS	1
2671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2
2676	MOBILIZATION FOR MILL & TEXT (KY 192 MP 17.756)	LS	1
2677	ASPHALT PAVE MILLING & TEXTURING	TON	124
2696	SHOULDER RUMBLE STRIPS	LF	1066
2697	EDGE LINE RUMBLE STRIPS	LF	253
2701	TEMP SILT FENCE	LF	225
2703	SILT TRAP TYPE A	EACH	1
2704	SILT TRAP TYPE B	EACH	1
2706	CLEAN SILT TRAP TYPE A	EACH	1
2707	CLEAN SILT TRAP TYPE B	EACH	1
2726	STAKING (KY 192 MP 17.756)	LS	1
4792	CONDUIT-1 IN	LF	20
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LF	20
4830	LOOP WIRE	LF	110
4850	CABLE-NO. 14/1 PAIR	LF	20
4895	LOOP SAW SLOT AND FILL	LF	30
5952	TEMP MULCH	SQYD	360
5953	TEMP SEEDING AND PROTECTION	SQYD	270
5963	INITIAL FERTILIZER	TON	0.02
5964	MAINTENANCE FERTILIZER	TON	0.03
5985	SEEDING AND PROTECTION	SQYD	540
5992	AGRICULTURAL LIMESTONE	TON	0.3
6406	SBM ALUM SHEET SIGNS .080 IN	SQFT	12.9
6410	STEEL POST TYPE 1	LF	52
6514	PAVE STRIPING-PERM PAINT-4 IN	LF	4911
6546	PAVE STRIPING-THERMO-12 IN W	LF	256
6568	PAVE MARKING-THERMO STOP BAR-24 IN	LF	31
6569	PAVE MARKING-THERMO CROSS HATCH	SQFT	187
6574	PAVE MARKING-THERMO CURV ARROW	EACH	12
20748ED	SHOULDER MILLING/TRENCHING	SQYD	677
21417ES717	PAVE MARK THERMO CONE CAP-SOLID YELLOW	SQFT	33
22400NN	REMOVE AND RELOCATE SIGN ASSEMBLY	EACH	1
22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	LF	16
22664EN	WATER BLASTING EXISTING STRIPE	LF	290
22680EN	QWICK CURB MEDIAN SEPARATOR (YELLOW)	LF	620
22680EN	QWICK CURB MEDIAN SEPARATOR (WHITE)	LF	190
24544EC	REMOVE (EXISTING QWICK CURB)	LF	100
24631EC	BARCODE SIGN INVENTORY	EACH	2

① INCLUDES AN ADDITIONAL 30 LF FOR RELOCATION OF EXISTING SIGN ASSEMBLY AT RT. STA. 931+51

KY 192 MP 17.756  
GENERAL SUMMARY

COUNTY OF	ITEM NO.
LAUREL	11-9008.50

Proposed Sign Summary															
Assembly ID	SIGN LOCATION			Sign Description	Sign Dimensions (in x in)	SHEETING		SBM Alum Sheet Signs 0.080 IN (SQ.FT)	Installation Type	# of Sign Posts	TOTAL Estimated Sign Post Length (LF)	Barcode Sign Inv. (EACH)			
	Side of Road	Approx Offset (ft)	Approx Station			Approx. Mile Point	Facing Traffic Traveling						MUTCD Code	Text/Symbol Color	Background Color
1	RT	37	930+81	Stop	36 x 36	WB	R1-1	White	IX	Red	9.00	Std w/ Soil Plate	1	11	1
2	LT	92	938+04	Yield	36 x 36 x 36	WB	R1-2	White	IX	Red	3.90	Std w/ Soil Plate	1	11	1

Remove and Relocate Sign Summary															
Assembly ID	EXISTING SIGN LOCATION			Sign Description	PROPOSED SIGN LOCATION										
	Side of Road	Approx Offset (ft)	Approx Station		Approx. Mile Point	Facing Traffic Traveling	MUTCD Code	Text/Symbol Color	Background Color	Sheeting Type	SBM Alum Sheet Signs 0.080 IN (SQ.FT)				
3	RT	26	931+51	Traffic Entering When Flashing; flashing beacons	RT	30	931+51	17.64	NB						

ITEM	DESCRIPTION	UNIT	QUANTITY
6406	SBM ALUM SHEET SIGNS .080 IN	SQ.FT	12.90
6410	STEEL POST TYPE 1	LF	22
22400NN	REMOVE AND RELOCATE SIGN ASSEMBLY	EACH	1
24631EC	BARCODE SIGN INVENTORY	EACH	2

- NOTES:
- THESE NUMBERS ARE FOR ESTIMATE PURPOSES ONLY. FINAL LOCATIONS AND QUANTITIES WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.
  - ALL QUANTITIES CARRIED OVER TO THE GENERAL SUMMARY.

KY 192 MP 17.756  
SIGNING SUMMARY

COUNTY OF	ITEM NO.
LAUREL	11-9008.50

**Striping & Pavement Marking Summary**

Begin Station	Begin MP	Begin Offset	End Station	End MP	End Offset	Description	Bid Item	Unit	Quantity
<b>White Striping</b>									
929+00.0	17.595	11.5' LT	930+27.4	17.619	15.8' LT	Edgeline	PAVE STRIPING-PERM PAINT-4 IN	LF	126
929+00.0	17.595	11.5' RT	930+25.8	17.619	15.7' RT	Edgeline	PAVE STRIPING-PERM PAINT-4 IN	LF	127
930+75.5	17.628	17' LT	937+70.0	17.759	148.7' LT	Edgeline	PAVE STRIPING-PERM PAINT-4 IN	LF	795
930+80.0	17.629	6' LT	933+43.5	17.679	6' LT	Turn Lane Line	PAVE STRIPING-PERM PAINT-4 IN	LF	262
930+80.0	17.629	17' RT	937+19.8	17.750	58.3' RT	Edgeline	PAVE STRIPING-PERM PAINT-4 IN	LF	670
935+50.0	17.718	6' RT	937+15.0	17.749	6' RT	Turn Lane Line	PAVE STRIPING-PERM PAINT-4 IN	LF	165
937+45.1	17.755	62.7' RT	938+75.0	17.779	18' RT	Edgeline	PAVE STRIPING-PERM PAINT-4 IN	LF	160
937+92.5	17.764	145.7' LT	938+75.0	17.779	30' LT	Edgeline	PAVE STRIPING-PERM PAINT-4 IN	LF	165
937+85.0	17.762	6' LT	941+40.0	17.830	6' LT	Turn Lane Line	PAVE STRIPING-PERM PAINT-4 IN	LF	355
938+48.4	17.774	18' LT	938+75.0	17.779	18' LT	Turn Lane Line	PAVE STRIPING-PERM PAINT-4 IN	LF	27
937+74.3	17.760	18' LT	938+48.4	17.774	18' LT	Island border	PAVE STRIPING-THERMO-12 IN W	LF	75
937+74.3	17.760	18' LT	937+83.0	17.762	90.7' LT	Island border	PAVE STRIPING-THERMO-12 IN W	LF	74
937+83.0	17.762	90.7' LT	938+48.4	17.774	18' LT	Island border	PAVE STRIPING-THERMO-12 IN W	LF	107
<b>Yellow Striping</b>									
929+00.0	17.595	0'	930+25.0	17.618	4.2' LT	Double Solid Yellow Line	PAVE STRIPING-PERM PAINT-4 IN	LF	250
929+00.0	17.595	0'	930+25.0	17.618	4.2' RT	Double Solid Yellow Line	PAVE STRIPING-PERM PAINT-4 IN	LF	250
933+43.5	17.679	6' RT	935+50.0	17.718	6' LT	Double Solid Yellow Line	PAVE STRIPING-PERM PAINT-4 IN	LF	414
937+00.0	17.746	6' LT	937+15.0	17.749	6' LT	Double Solid Yellow Line	PAVE STRIPING-PERM PAINT-4 IN	LF	30
937+33.5	17.753	60.1' RT	937+38.1	17.753	30.7' RT	Double Solid Yellow Line - Boggs Rd	PAVE STRIPING-PERM PAINT-4 IN	LF	60
937+57.0	17.757	28.4' LT	937+80.7	17.761	147.2' LT	Double Solid Yellow Line - TP Rd	PAVE STRIPING-PERM PAINT-4 IN	LF	245
937+85.0	17.762	6' RT	941+90.0	17.839	6' RT	Double Solid Yellow Line	PAVE STRIPING-PERM PAINT-4 IN	LF	810
<b>Pavement Markings</b>									
931+10.0	17.634	0.5' LT	--	--	--	Curved arrow - left	PAVE MARKING-THERMO CURV ARROW	EACH	1
931+87.0	17.649	0.5' LT	--	--	--	Curved arrow - left	PAVE MARKING-THERMO CURV ARROW	EACH	1
932+65.0	17.664	0.5' LT	--	--	--	Curved arrow - left	PAVE MARKING-THERMO CURV ARROW	EACH	1
933+43.0	17.679	0.5' LT	--	--	--	Curved arrow - left	PAVE MARKING-THERMO STR ARROW	EACH	1
935+50.0	17.718	0.5' RT	--	--	--	Curved arrow - left	PAVE MARKING-THERMO CURV ARROW	EACH	1
936+12.0	17.730	0.5' RT	--	--	--	Curved arrow - left	PAVE MARKING-THERMO STR ARROW	EACH	1
936+75.0	17.741	0.5' RT	--	--	--	Curved arrow - left	PAVE MARKING-THERMO CURV ARROW	EACH	1
938+25.0	17.770	0'	--	--	--	Curved arrow - left	PAVE MARKING-THERMO STR ARROW	EACH	1
939+04.0	17.785	0'	--	--	--	Curved arrow - left	PAVE MARKING-THERMO CURV ARROW	EACH	1
939+82.0	17.800	0'	--	--	--	Curved arrow - left	PAVE MARKING-THERMO STR ARROW	EACH	1
940+61.0	17.815	0'	--	--	--	Curved arrow - left	PAVE MARKING-THERMO CURV ARROW	EACH	1
941+40.0	17.830	0'	--	--	--	Curved arrow - left	PAVE MARKING-THERMO CURV ARROW	EACH	1
929+00.0	17.595	0'	930+25.0	17.618	0'	Yellow cross-hatching	PAVE MARKING-THERMO CROSS-HATCH	SQFT	56
933+43.5	17.679	6' RT	935+50.0	17.718	6' LT	Yellow cross-hatching	PAVE MARKING-THERMO CROSS-HATCH	SQFT	131
930+25.0	17.618	0'	--	--	--	Yellow thermo cone cap	PAVE MARK THERMO CONE CAP-SOLID YELLOW	SQFT	33
937+38.1	17.753	30.7' RT	937+53.6	17.756	30.7' RT	Stop bar - Boggs Rd	PAVE MARKING-THERMO STOP BAR-24 IN	LF	16
937+43.2	17.754	31.2' LT	937+57.0	17.757	28.4' LT	Stop bar - TP Rd	PAVE MARKING-THERMO STOP BAR-24 IN	LF	15
937+83.7	17.762	86.6' LT	937+98.7	17.765	89.5' LT	Yield bar	PAVE MARKING-THERMO YIELD BAR-36 IN	LF	16

**Water Blasting Summary**

Begin Station	Begin MP	Begin Offset	End Station	End MP	End Offset	Description	Bid Item	Unit	Quantity
939+00.0	17.784	6' LT	941+90.0	17.839	6' LT	Existing TWLTL Line	WATER BLASTING EXISTING STRIPE	LF	290

ITEM	DESCRIPTION	UNIT	QUANTITY
6514	PAVE STRIPING-PERM PAINT-4 IN	LF	4911
6546	PAVE STRIPING-THERMO-12 IN W	LF	256
6568	PAVE MARKING-THERMO STOP BAR-24 IN	LF	31
6569	PAVE MARKING-THERMO CROSS-HATCH	SQFT	187
6574	PAVE MARKING-THERMO CURV ARROW	EACH	12
21417ES717	PAVE MARK THERMO CONE CAP-SOLID YELLOW	SQFT	33
22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	LF	16
22664EN	WATER BLASTING EXISTING STRIPE	LF	290

NOTES:

- THESE NUMBERS ARE FOR ESTIMATE PURPOSES ONLY. FINAL LOCATIONS AND QUANTITIES WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.
- ALL QUANTITIES CARRIED OVER TO THE GENERAL SUMMARY.

KY 192 MP 17.756  
STRIPING, PAVEMENT MARKING, AND  
WATER BLASTING SUMMARY

COUNTY OF	ITEM NO.
LAUREL	11-9008.50

**Qwick Curb Summary**

Begin Station	Begin MP	Begin Offset	End Station	End MP	End Offset	Description	Bid Item	Unit	Quantity
930+80.0	17.629	5.75' RT	937+00.0	17.746	5.75' LT	Centerline Qwick Curb	QWICK CURB MEDIAN SEPARATOR (YELLOW)	LF	620
936+54.4	17.738	30.5' LT	937+33.2	17.753	37.4' LT	Entrance delineation	QWICK CURB MEDIAN SEPARATOR (WHITE)	LF	90
937+77.7	17.761	25.9' LT	938+04.8	17.766	24.0' LT	Protection for warning sign and flashers	QWICK CURB MEDIAN SEPARATOR (WHITE)	LF	100

**Remove Qwick Curb Summary**

Begin Station	Begin MP	Begin Offset	End Station	End MP	End Offset	Description	Bid Item	Unit	Quantity
937+77.7	17.761	25.9' LT	938+04.8	17.766	24.0' LT	Protection for warning sign and flashers	REMOVE (EXISTING QWICK CURB)	LF	100

**Rumble Strip Summary**

Begin Station	Begin MP	Begin Offset	End Station	End MP	End Offset	Description	Bid Item	Unit	Quantity
929+00.0	17.595	11.5' LT	930+27.4	17.619	15.8' LT	Edgeline rumble strips	EDGE LINE RUMBLE STRIPS	LF	126
929+00.0	17.595	11.5' RT	930+25.8	17.619	15.7' RT	Edgeline rumble strips	EDGE LINE RUMBLE STRIPS	LF	127
930+75.5	17.628	17.5' LT	935+30.0	17.714	18' LT	Shoulder rumble strips	SHOULDER RUMBLE STRIPS	LF	455
930+81.0	17.629	17.5' RT	933+34.0	17.677	17.5' RT	Shoulder rumble strips	SHOULDER RUMBLE STRIPS	LF	253
933+97.0	17.689	18' RT	935+40.0	17.716	18' RT	Shoulder rumble strips	SHOULDER RUMBLE STRIPS	LF	143
935+90.0	17.725	18' RT	937+05.0	17.747	18' RT	Shoulder rumble strips	SHOULDER RUMBLE STRIPS	LF	115
937+75.0	17.760	19' RT	938+75.0	17.779	19' RT	Shoulder rumble strips	SHOULDER RUMBLE STRIPS	LF	100

ITEM	DESCRIPTION	UNIT	QUANTITY
2696	SHOULDER RUMBLE STRIPS	LF	1066
2697	EDGE LINE RUMBLE STRIPS	LF	253
22680EN	QWICK CURB MEDIAN SEPARATOR (YELLOW)	LF	620
22680EN	QWICK CURB MEDIAN SEPARATOR (WHITE)	LF	190
24544EC	REMOVE (EXISTING QWICK CURB)	LF	100

NOTES:

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2. ALL QUANTITIES CARRIED OVER TO THE GENERAL SUMMARY.

KY 192 MP 17.756  
QWICK CURB AND RUMBLE STRIP  
SUMMARY

COUNTY OF	ITEM NO.
LAUREL	11-9008.50

Shoulder Milling/Trenching								
Begin Station	Begin MP	Begin Offset	End Station	End MP	End Offset	Bid Item	Unit	Quantity
929+00.0	17.595	LT	933+43.5	17.679	LT	SHOULDER MILLING/TRENCHING	SQYD	363
929+00.0	17.595	RT	933+43.5	17.679	RT	SHOULDER MILLING/TRENCHING	SQYD	314

Pavement Summary					
Area (SQ YD)	Depth (IN)	LB/SY/Inch of Depth	Bid Item	Unit	Quantity
5949	1.25	110	CL2 ASPH SURF 0.38B PG64-22	TON	409
2157	3 - 3.00	110	CL2 ASPH BASE 1.00D PG64-22	TON	356
--	4.00	115	CRUSHED STONE BASE	TON	375
360	--	--	ASPHALT SEAL AGGREGATE	TON	15
360	--	--	ASPHALT SEAL COAT	TON	1.8
--	--	110	LEVELING & WEDGING PG64-22	TON	25
4333	--	--	ASPHALT MATERIAL FOR TACK	TON	1.9
141	8.00	--	CEM CONC ENT PAVEMENT-8 IN	SQYD	141
--	--	110	ASPHALT PAVE MILLING & TEXTURING	TON	124

ITEM	DESCRIPTION	UNIT	QUANTITY
3	CRUSHED STONE BASE	TON	375
100	ASPHALT SEAL AGGREGATE	TON	15
103	ASPHALT SEAL COAT	TON	1.8
190	LEVELING & WEDGING PG64-22	TON	25
212	CL2 ASPH BASE 1.00D PG64-22	TON	356
307	CL2 ASPH SURF 0.38D PG64-22	TON	409
356	ASPHALT MATERIAL FOR TACK	TON	1.9
2101	CEM CONC ENT PAVEMENT	SQYD	141
2677	ASPHALT PAVE MILLING & TEXTURING	TON	124
20748ED	SHOULDER MILLING/TRENCHING	SQYD	677

Signal Items Summary					
Station	Offset	Description	Bid Item	Unit	Quantity
931+73	34' RT	For prop. loop for ICWS sign and flasher	CONDUIT-1 IN	LF	20
931+73	34' RT	For prop. loop for ICWS sign and flasher	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
931+73	34' RT	For prop. loop for ICWS sign and flasher	TRENCHING AND BACKFILLING	LF	20
931+70	12' RT	For prop. loop for ICWS sign and flasher	LOOP WIRE	LF	110
931+73	34' RT	For prop. loop for ICWS sign and flasher	CABLE-NO. 14/1 PAIR	LF	20
931+70	12' RT	For prop. loop for ICWS sign and flasher	LOOP SAW SLOT AND FILL	LF	30

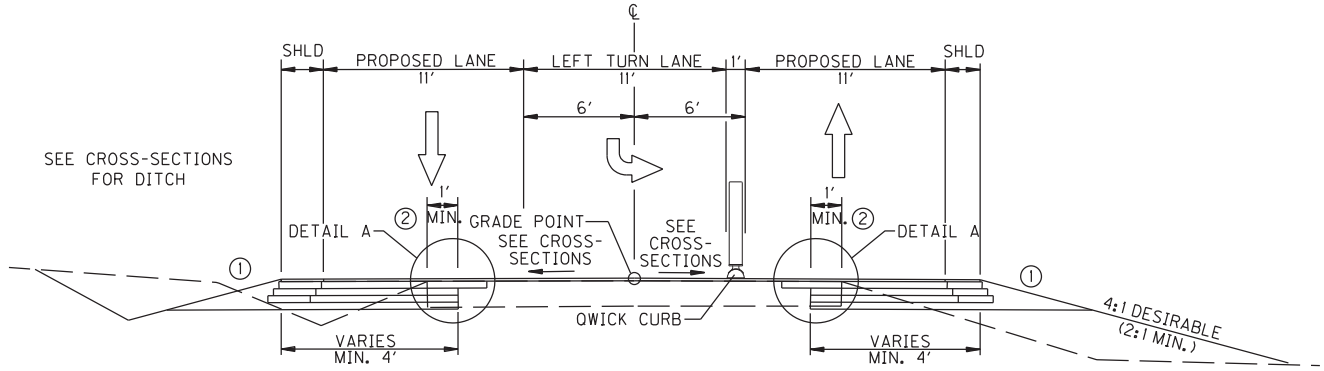
ITEM	DESCRIPTION	UNIT	QUANTITY
4792	CONDUIT-1 IN	LF	20
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	1
4820	TRENCHING AND BACKFILLING	LF	20
4830	LOOP WIRE	LF	110
4850	CABLE-NO. 14/1 PAIR	LF	20
4895	LOOP SAW SLOT AND FILL	LF	30

NOTES:

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2. ALL QUANTITIES CARRIED OVER TO THE GENERAL SUMMARY.

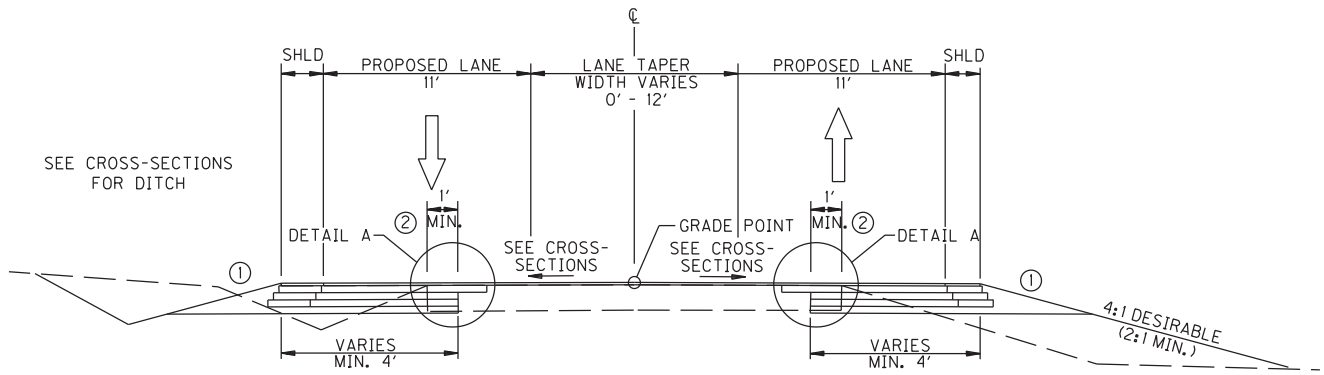
KY 192 MP 17.756  
PAVING AND SIGNAL ITEMS SUMMARY

COUNTY OF	ITEM NO.
LAUREL	11-9008.50



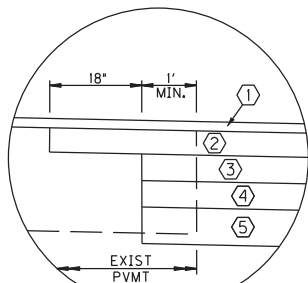
**KY 192 LEFT TURN LANE WIDENING**

STA. 930+65.0 TO STA. 933+43.50



**KY 192 TAPER SECTION**

STA. 929+00.0 TO STA. 930+65.0



**DETAIL A**  
NTS

TRAFFIC LANES

- ① 1.25" CL2 ASPH SURFACE 0.38B PG64-22
- ② 3.00" CL2 ASPH BASE 1.00D PG64-22
- ③ 3.00" CL2 ASPH BASE 1.00D PG64-22
- ④ 3.00" CL2 ASPH BASE 1.00D PG64-22
- ⑤ 4.00" CRUSHED STONE BASE

SHOULDERS

- ① 1.25" CL2 ASPH SURFACE 0.38B PG64-22
- ② 3.00" CL2 ASPH BASE 1.00D PG64-22
- ③ 3.00" CL2 ASPH BASE 1.00D PG64-22
- ④ 3.00" CL2 ASPH BASE 1.00D PG64-22
- ⑤ 4.00" CRUSHED STONE BASE

NOTES

- ① ASPHALT SEAL REQUIRED FROM OUTSIDE EDGE OF PAVED SHOULDER TO A POINT 2 FEET DOWN THE DITCH OR FILL SLOPE. ONE APPLICATIONS OF THE FOLLOWING:

EMULSIFIED ASPHALT @ 3.20 LB/SOYD  
ASPHALT SEAL AGGREGATE @ 30 LB/SOYD

AND ONE APPLICATION OF THE FOLLOWING:

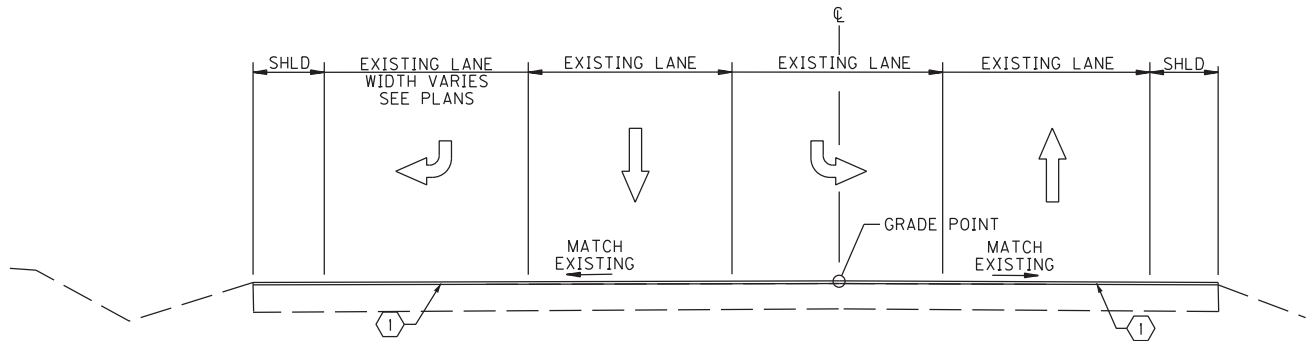
EMULSIFIED ASPHALT @ 2.80 LB/SOYD  
ASPHALT SEAL AGGREGATE @ 20 LB/SOYD

- ② WHERE SHOULDER TRENCHING IS REQUIRED, EXCAVATE A MINIMUM OF 1' OF EXISTING PAVEMENT. EXCAVATE THE WIDTH REQUIRED TO CONSTRUCT A MINIMUM OF 4' OF FULL-DEPTH PAVEMENT.

NOT TO SCALE

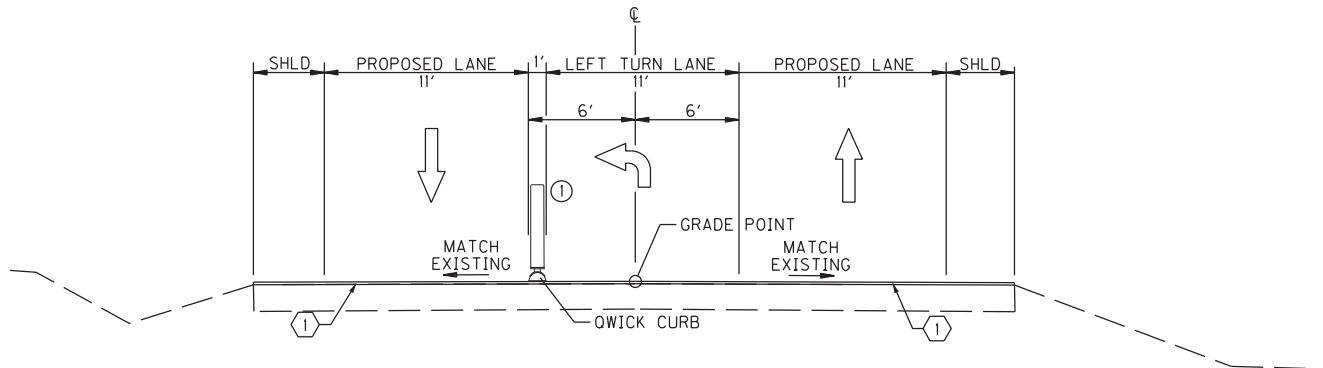
KY 192 (MP 17.756) @ THOMPSON-POYNTER/  
BOGGS RD  
TYPICAL SECTIONS

COUNTY OF	ITEM NO.
LAUREL	11-9008.50



**KY 192 OVERLAY**

STA. 937+00.0 TO STA. 938+75.0



**KY 192 LEFT TURN LANE OVERLAY**

STA. 933+43.50 TO STA. 937+00.0

TRAFFIC LANES

(1) 1.25" CL2 ASPH SURFACE 0.38B PG64-22

SHOULDERS

(1) 1.25" CL2 ASPH SURFACE 0.38B PG64-22

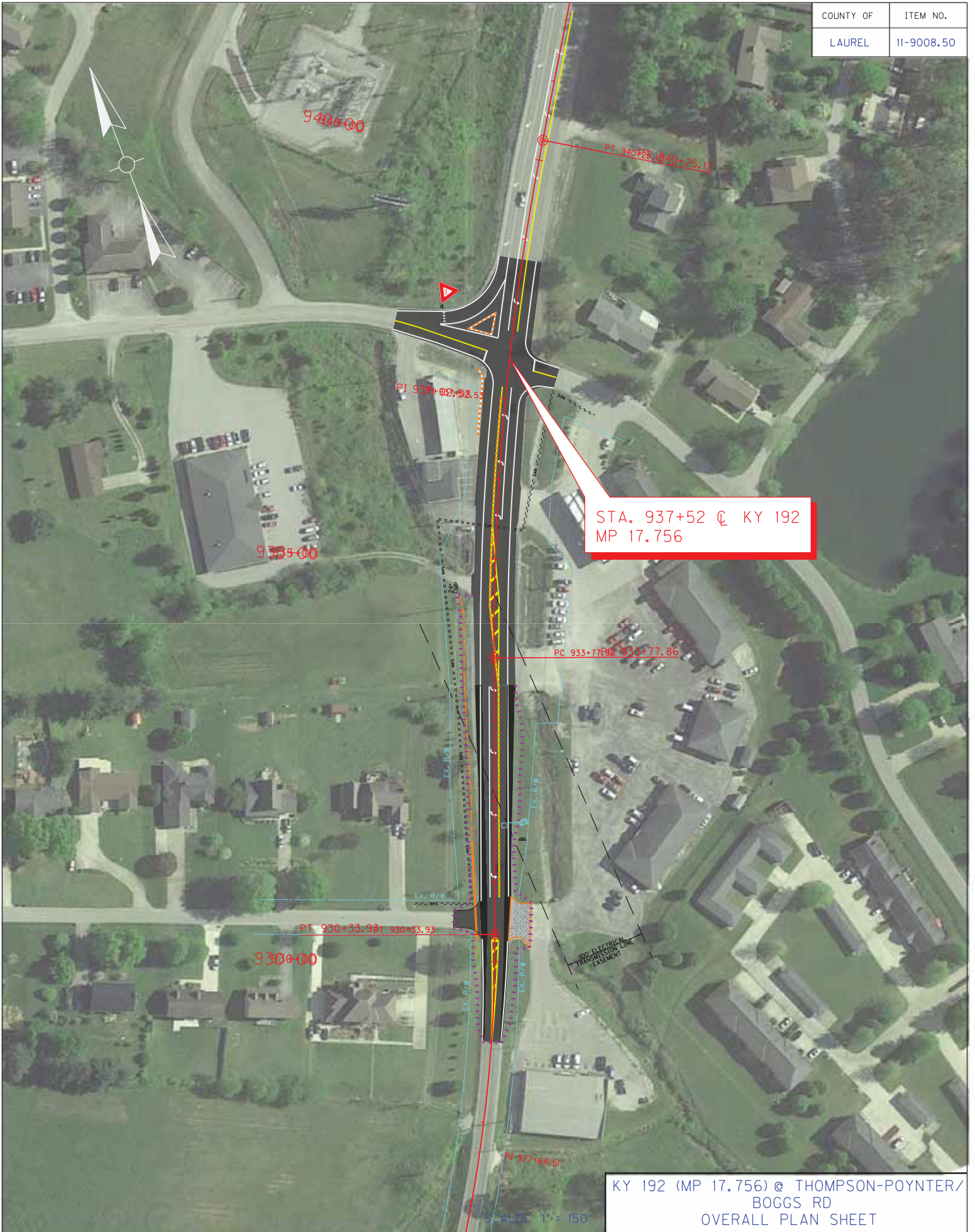
NOTES

- (1) OWICK CURB OFFSET VARIES FOR LANE  
TAPER FROM STA. 933+43.50 TO STA.  
934+43.50. SEE PLAN SHEET FOR DETAILS.

NOT TO SCALE

KY 192 (MP 17.756) @ THOMPSON-POYNTER/  
BOGGS RD  
TYPICAL SECTIONS

COUNTY OF	ITEM NO.
LAUREL	11-9008.50



KY 192 (MP 17.756) @ THOMPSON-POYNTER/  
BOGGS RD  
OVERALL PLAN SHEET



COUNTY OF	ITEM NO.
LAUREL	11-9008.50

MATCHLINE STA. 934+50 - SEE PLAN SHEET 2

END OWICK CURB TAPER  
STA. 934+43.50

END WIDENING  
BEGIN OWICK CURB TAPER  
STA. 933+43.5

**PROPOSED PAVEMENT (FULL DEPTH)**

**PROPOSED PAVEMENT (OVERLAY)**

**CONCRETE ENTRANCE PAVEMENT**

**EXISTING JUNCTION BOX**

**PROPOSED JUNCTION BOX**

**PROPOSED LOOP DETECTOR**

**PROPOSED THERMOPLASTIC ARROWS**

STA.	OFFSET	TYPE
931+10	0.5' LT	CURVED - LT
931+87	0.5' LT	CURVED - LT
932+65	0.5' LT	CURVED - LT
933+43	0.5' LT	CURVED - LT

**PROPOSED OWICK CURB**

FROM STA.	OFFSET	TO STA.	OFFSET	LENGTH (LF)	COLOR
930+80.0	5.75' RT	934+50.0	5.75' LT	370	YELLOW

**EDGE LINE RUMBLE STRIPS**

FROM STA.	OFFSET	TO STA.	OFFSET	LENGTH (LF)
929+00.0	11.5' LT	930+27.4	15.8' LT	126
929+00.0	11.5' RT	930+25.8	15.7' RT	127

**SHOULDER RUMBLE STRIPS**

FROM STA.	OFFSET	TO STA.	OFFSET	LENGTH (LF)
930+75.5	17.5' LT	934+50.0	18' LT	375
930+81.0	17.5' RT	933+34.0	17.5' RT	253
933+97.0	18' RT	934+50.0	18' RT	53

**REMOVE AND RELOCATE SIGN ASSEMBLY**

FROM STA.	OFFSET	TO STA.	OFFSET	DESCRIPTION
931+51	26.0' RT	931+51	30.0' RT	TRAFFIC ENTERING WHEN FLASHING

**TRAFFIC ENTERING**

**WHEN FLASHING**

EXISTING SIGN ASSEMBLY  
STA. 931+51, 26.0' RT



STA. 930+52 LT  
REMOVE 53 LF 15" CULVERT PIPE AND  
INSTALL 122 LT 15" CULVERT PIPE.  
DO NOT DISTURB EXISTING  
SANITARY SEWER LINE.

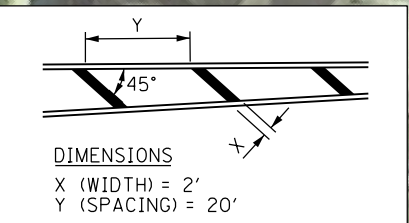
100' ELECTRICAL  
TRANSMISSION LINE  
EASEMENT  
SANMH

**PROPOSED SIGNS**

STATION	OFFSET	TYPE	SIZE
930+81	37' RT	RI-1	36" x 36"

**LEGEND**

OWICK CURB MEDIAN SEPARATOR



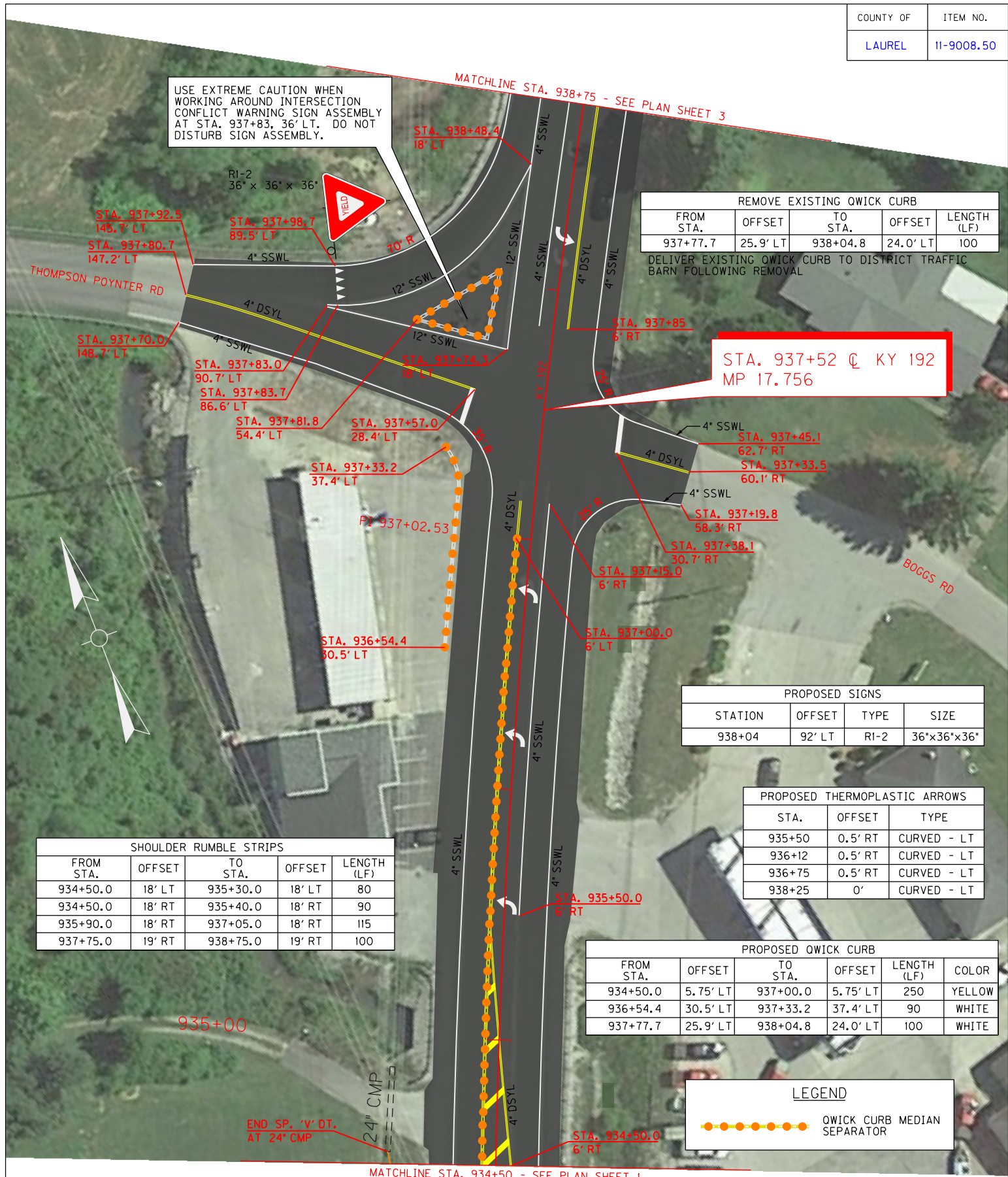
PAVEMENT MARKING DETAILS

KY 192 (MP 17.756) @ THOMPSON-POYNTER/  
BOGGS RD  
PLAN SHEET 1

SCALE: 1" = 60'

COUNTY OF	ITEM NO.
LAUREL	11-9008.50

USE EXTREME CAUTION WHEN WORKING AROUND INTERSECTION CONFLICT WARNING SIGN ASSEMBLY AT STA. 937+83, 36' LT. DO NOT DISTURB SIGN ASSEMBLY.



REMOVE EXISTING OWICK CURB				
FROM STA.	OFFSET	TO STA.	OFFSET	LENGTH (LF)
937+77.7	25.9' LT	938+04.8	24.0' LT	100

DELIVER EXISTING OWICK CURB TO DISTRICT TRAFFIC BARN FOLLOWING REMOVAL

STA. 937+52 @ KY 192  
MP 17.756

PROPOSED SIGNS			
STATION	OFFSET	TYPE	SIZE
938+04	92' LT	RI-2	36"x36"x36"

PROPOSED THERMOPLASTIC ARROWS		
STA.	OFFSET	TYPE
935+50	0.5' RT	CURVED - LT
936+12	0.5' RT	CURVED - LT
936+75	0.5' RT	CURVED - LT
938+25	0'	CURVED - LT

SHOULDER RUMBLE STRIPS				
FROM STA.	OFFSET	TO STA.	OFFSET	LENGTH (LF)
934+50.0	18' LT	935+30.0	18' LT	80
934+50.0	18' RT	935+40.0	18' RT	90
935+90.0	18' RT	937+05.0	18' RT	115
937+75.0	19' RT	938+75.0	19' RT	100

PROPOSED OWICK CURB					
FROM STA.	OFFSET	TO STA.	OFFSET	LENGTH (LF)	COLOR
934+50.0	5.75' LT	937+00.0	5.75' LT	250	YELLOW
936+54.4	30.5' LT	937+33.2	37.4' LT	90	WHITE
937+77.7	25.9' LT	938+04.8	24.0' LT	100	WHITE

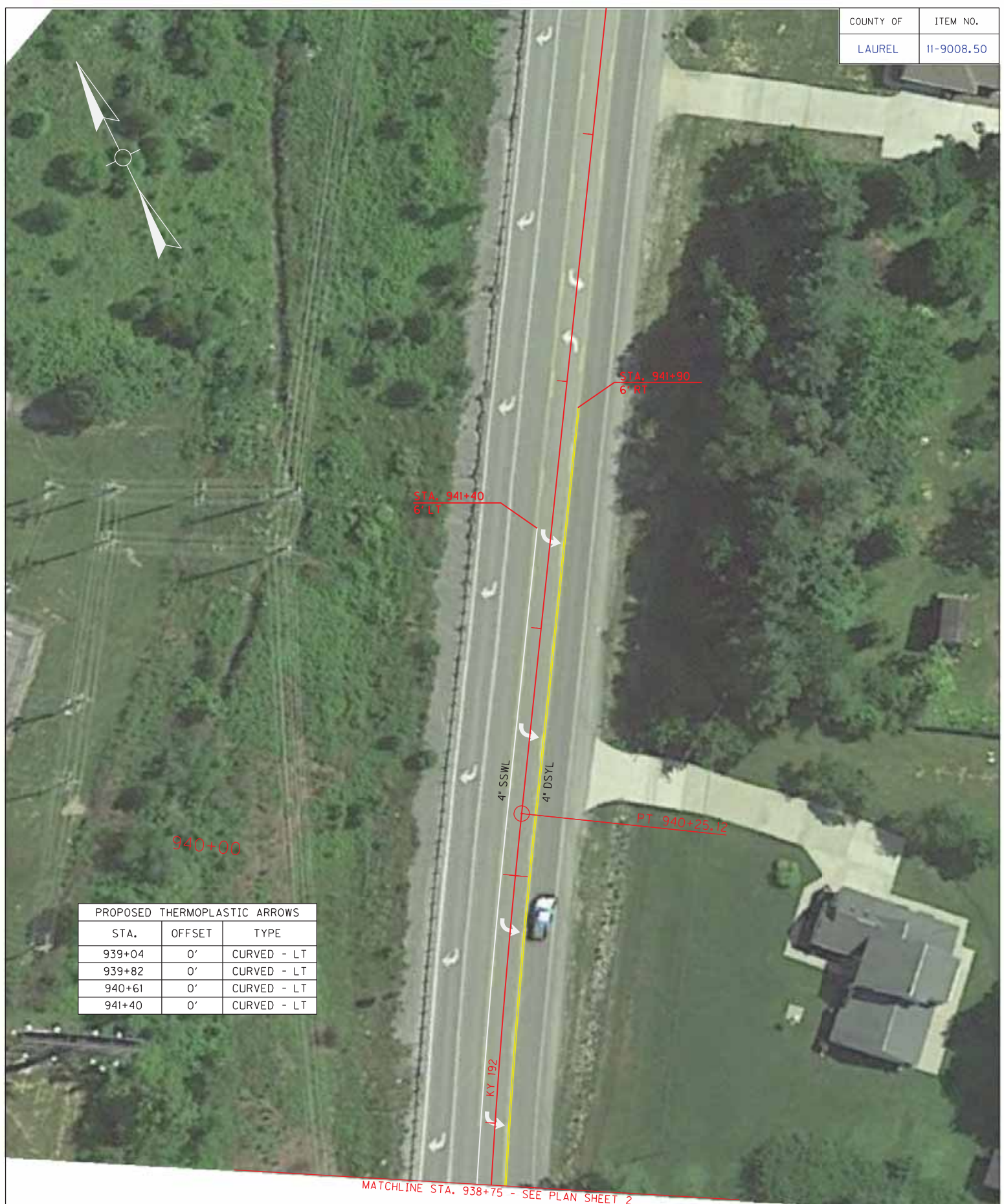
**LEGEND**

OWICK CURB MEDIAN SEPARATOR

KY 192 (MP 17.756) @ THOMPSON-POYNTER/  
BOGGS RD  
PLAN SHEET 2

SCALE: 1" = 50'

COUNTY OF	ITEM NO.
LAUREL	11-9008.50



940+00

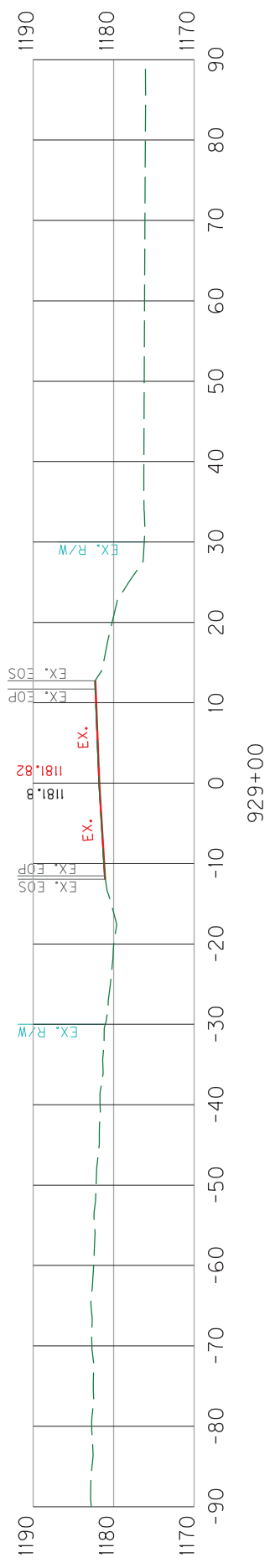
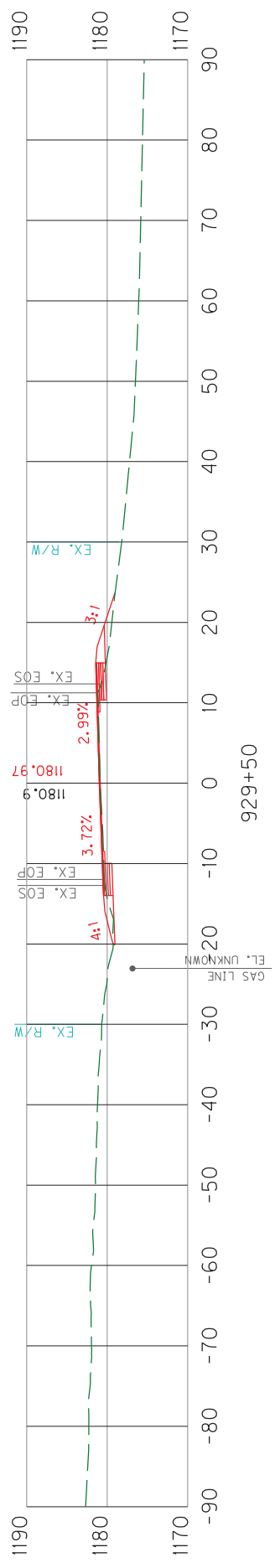
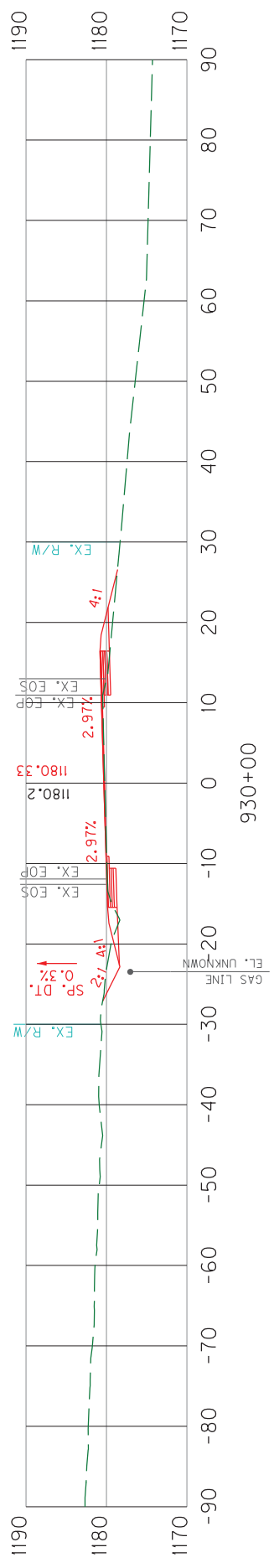
PROPOSED THERMOPLASTIC ARROWS		
STA.	OFFSET	TYPE
939+04	0'	CURVED - LT
939+82	0'	CURVED - LT
940+61	0'	CURVED - LT
941+40	0'	CURVED - LT

MATCHLINE STA. 938+75 - SEE PLAN SHEET 2

SCALE: 1" = 50'

KY 192 (MP 17.756) @ THOMPSON-POYNTER/  
 BOGGS RD  
 PLAN SHEET 3

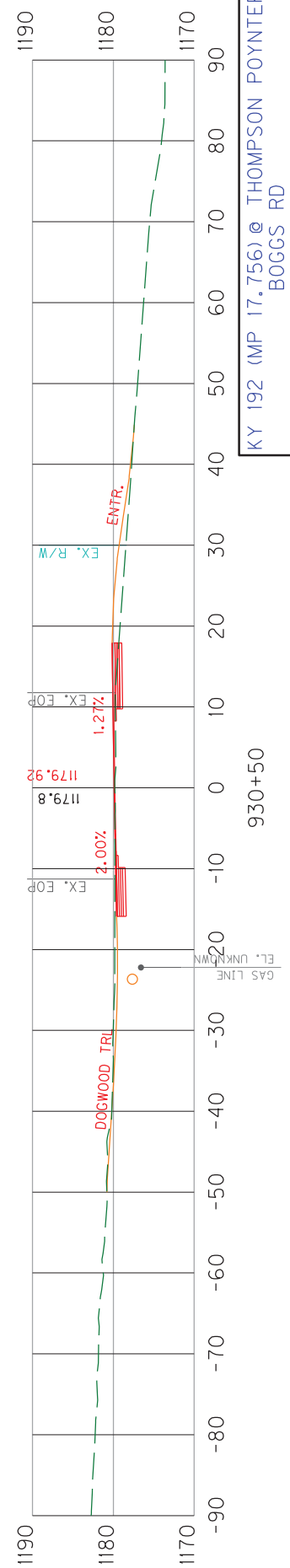
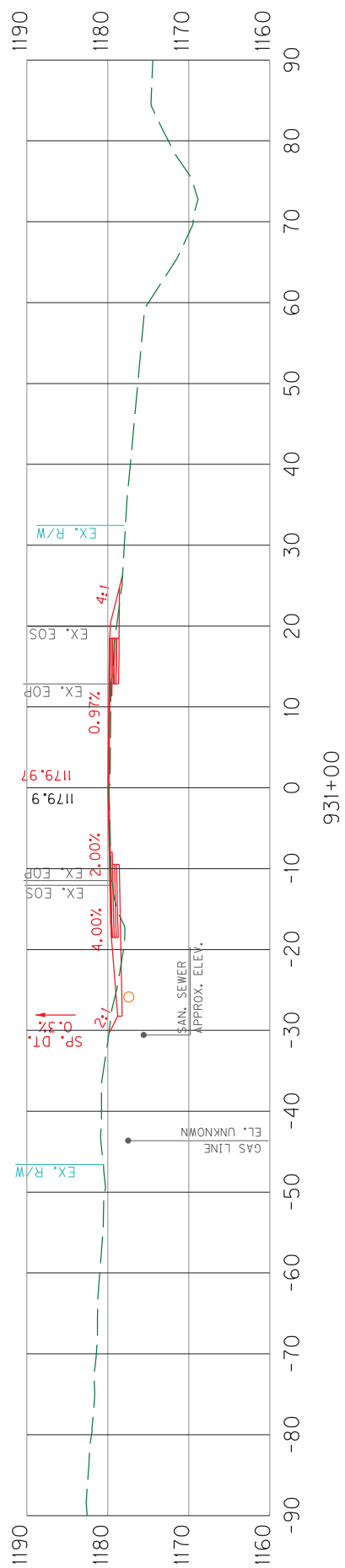
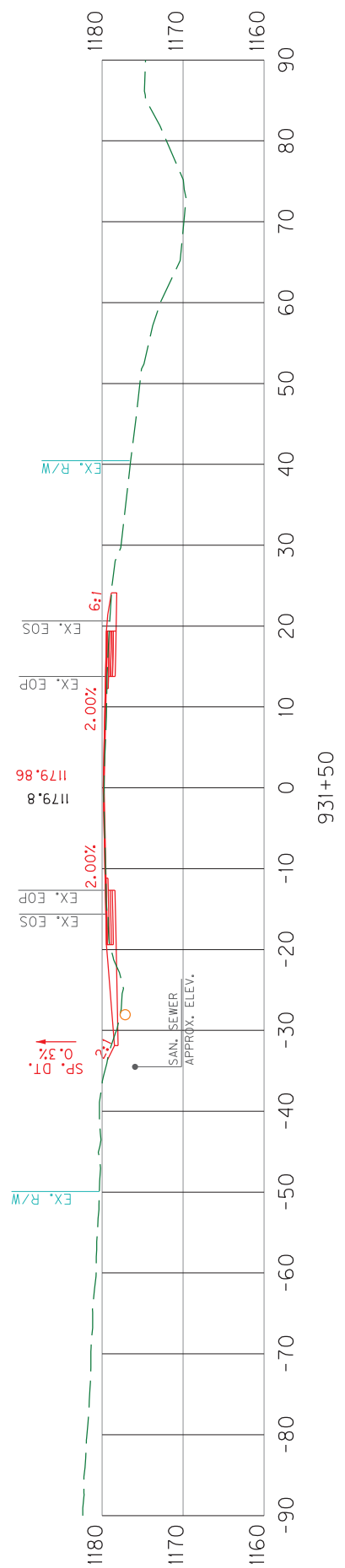
COUNTY OF	ITEM NO.
LAUREL	11-9008+50



BEGIN CONSTRUCTION  
 STA. 929+00

KY 192 (MP 17.756) @ THOMPSON POYNTER/  
 BOGGS RD  
 BEGIN CONSTRUCTION TO STA. 930+00

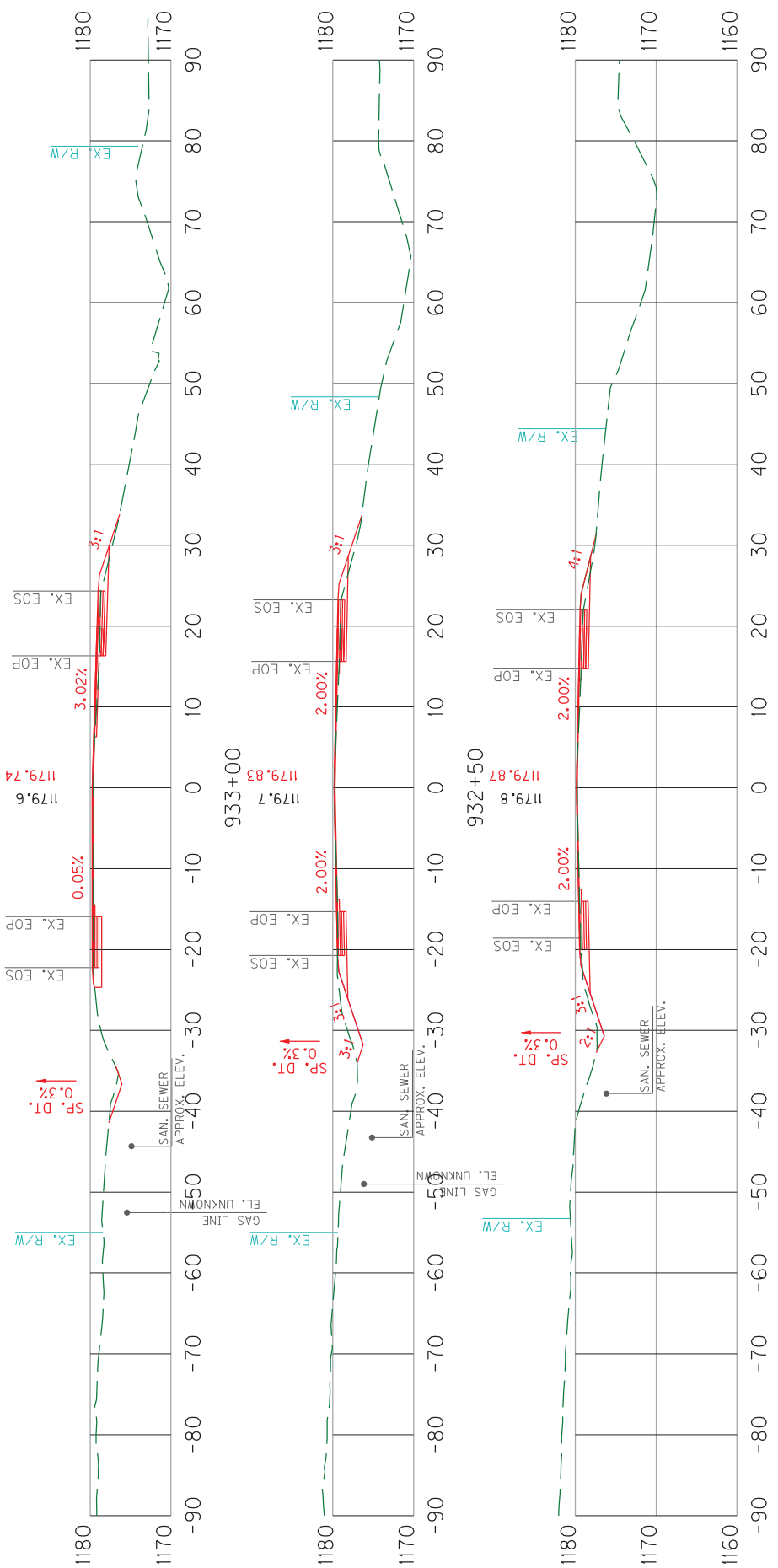
COUNTY OF	ITEM NO.
LAUREL	11-9008+50



KY 192 (MP 17.756) @ THOMPSON POYNTER/  
 BOGGS RD  
 STA. 930+50 TO STA. 931+50

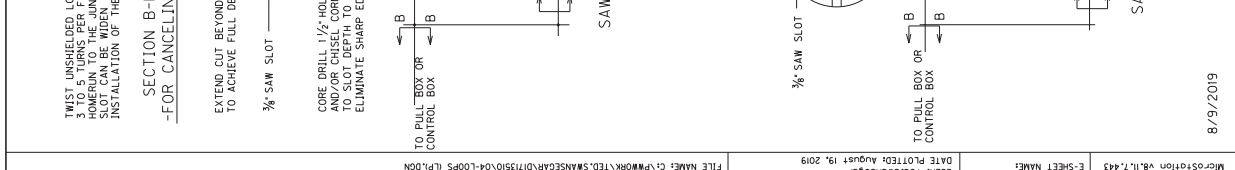
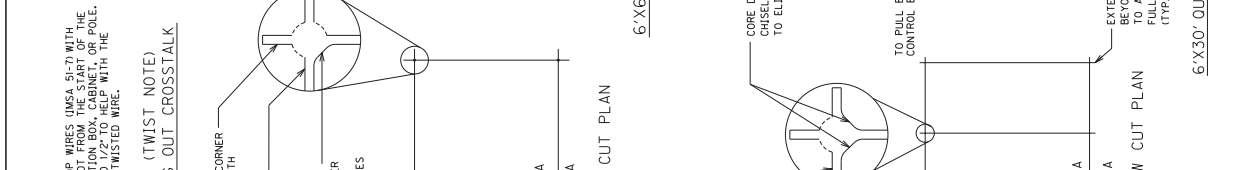
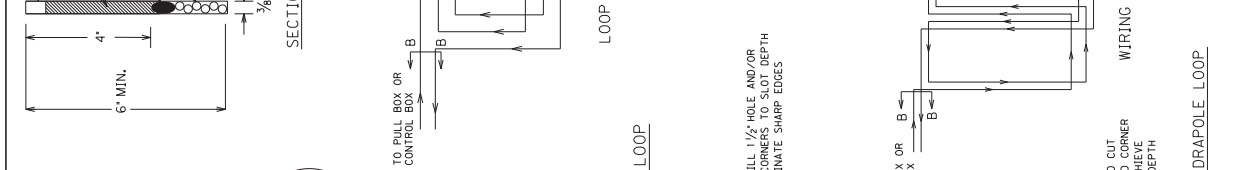
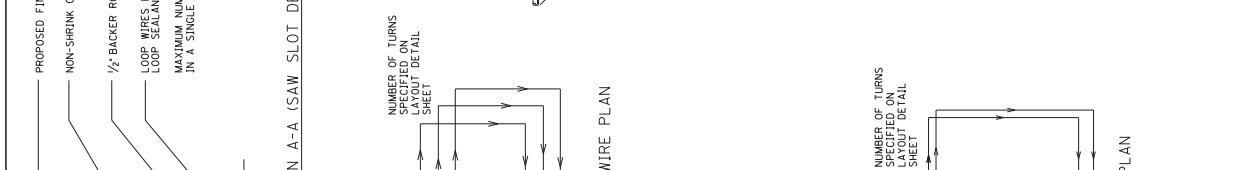
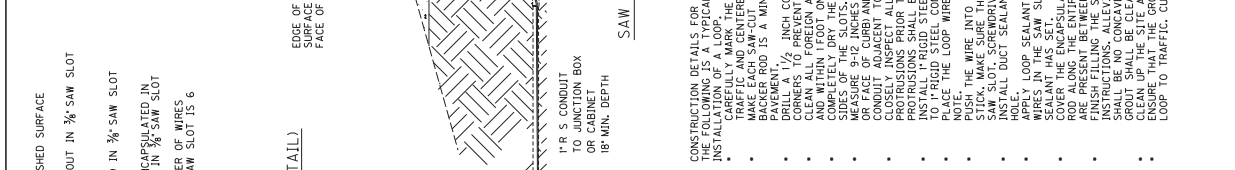
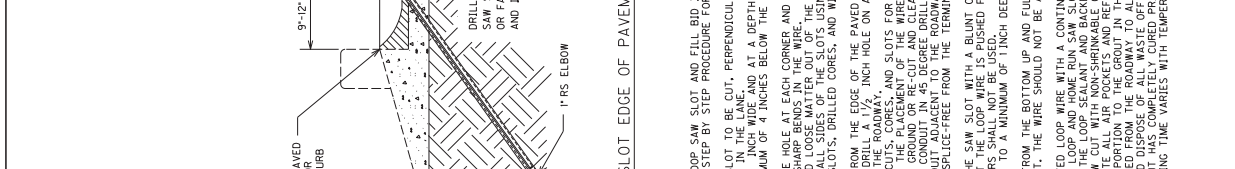
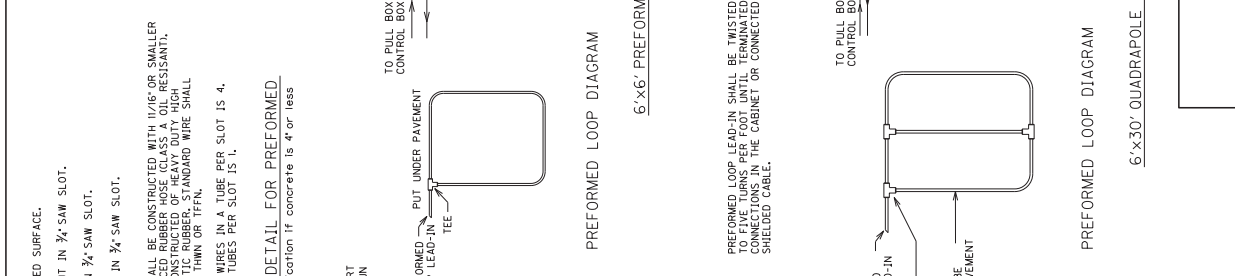
COUNTY OF	ITEM NO.
LAUREL	11-9008.50

END PAVEMENT WIDENING  
STA. 933+43.50



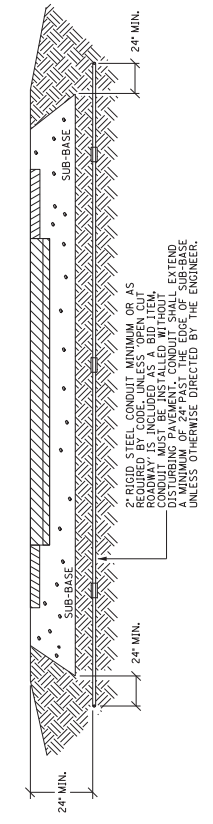
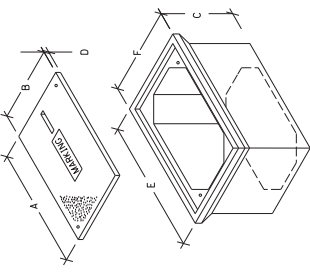
KY 192 (MP 17.756) @ THOMPSON POYNTER/  
BOGGS RD  
STA. 932+00 TO STA. 933+43.50

COUNTY OF	ITEM NO.	SHEET NO.



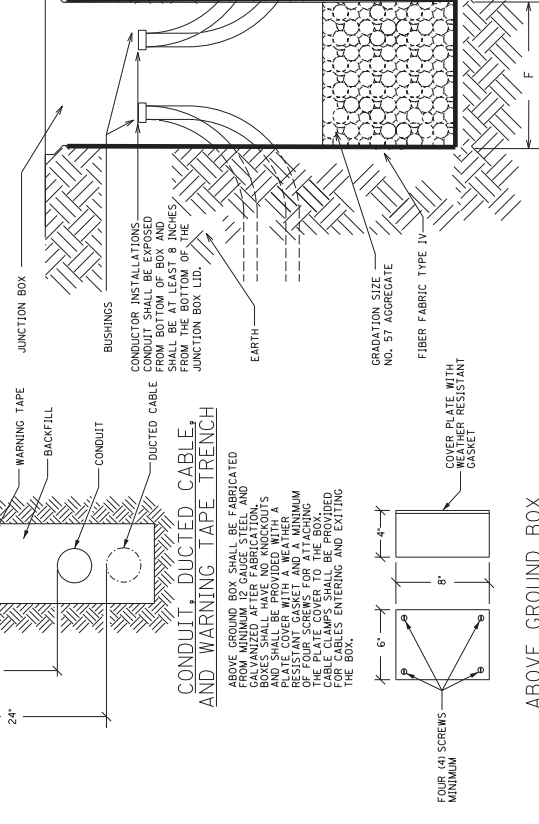
COURTY OF		ITEM NO.		SHEET NO.																																			
<table border="1"> <thead> <tr> <th colspan="6">JUNCTION BOX DIMENSIONS (NOMINAL)</th> </tr> <tr> <th></th> <th>A</th> <th>B</th> <th>C</th> <th>D</th> <th>E</th> <th>F</th> </tr> </thead> <tbody> <tr> <td>TYPE A</td> <td>23"</td> <td>14"</td> <td>27"</td> <td>2"</td> <td>25"</td> <td>15"</td> </tr> <tr> <td>TYPE B</td> <td>18"</td> <td>11"</td> <td>12"</td> <td>1 1/4"</td> <td>20"</td> <td>13"</td> </tr> <tr> <td>TYPE C</td> <td>36"</td> <td>24"</td> <td>30"</td> <td>3"</td> <td>38"</td> <td>26"</td> </tr> </tbody> </table>						JUNCTION BOX DIMENSIONS (NOMINAL)							A	B	C	D	E	F	TYPE A	23"	14"	27"	2"	25"	15"	TYPE B	18"	11"	12"	1 1/4"	20"	13"	TYPE C	36"	24"	30"	3"	38"	26"
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TYPE C	36"	24"	30"	3"	38"	26"																																	

\* MINIMUM  
NOTE: STACKABLE BOXES ARE PERMITTED  
JUNCTION BOX



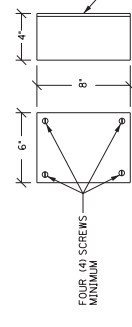
**CONDUIT INSTALLATION UNDER EXISTING PAVEMENT DETAIL**

DEPTHS SHOWN FOR CONDUIT AND CONDUIT INSTALLATION SHALL BE COMPACTED BACKFILL IN 9" MAXIMUM LAYERS TO THE SATISFACTION OF THE ENGINEER.

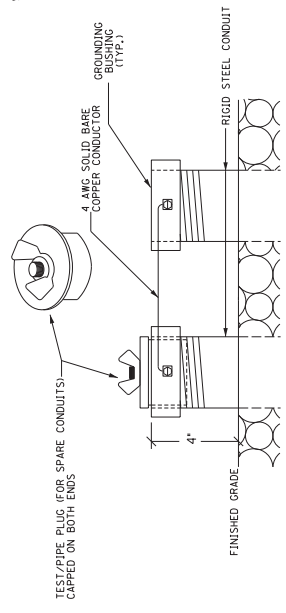


**CONDUIT, DUCTED CABLE, AND WARNING TAPE TRENCH**

ABOVE GROUND BOX SHALL BE FABRICATED FROM MINIMUM 1/2" GAUGE STEEL AND BOXES SHALL HAVE NO ANKOUTS AND SHALL BE PROVIDED WITH A RESISTANT GASKET AND A MINIMUM OF FOUR SCREWS FOR ATTACHING TO THE SURFACE. CABLE CLAMPS SHALL BE PROVIDED FOR CABLES ENTERING AND EXITING THE BOX.



**ABOVE GROUND BOX**

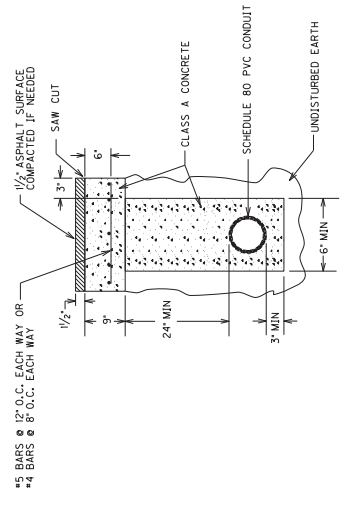


TEST PIPE PLUG (FOR SPARE CONDUITS) CAPPED ON BOTH ENDS

TRAFFIC SIGNAL AND ROADWAY LIGHTING  
JUNCTION BOX AND CONDUIT DETAILS

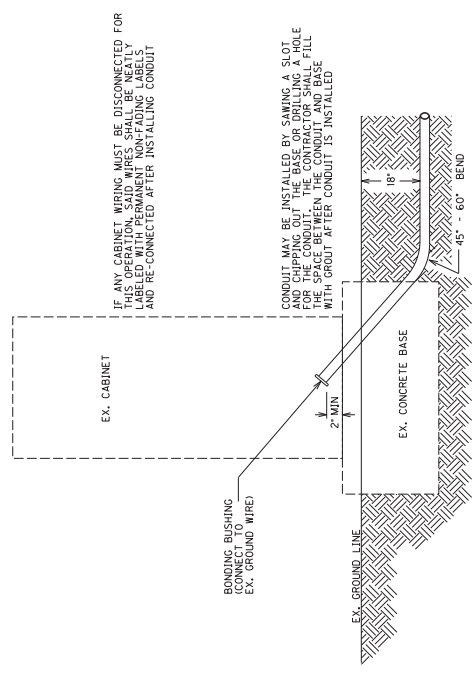


COURTY OF	SHEET NO.
ITEM NO.	



OPEN CUT PAVEMENT DETAIL

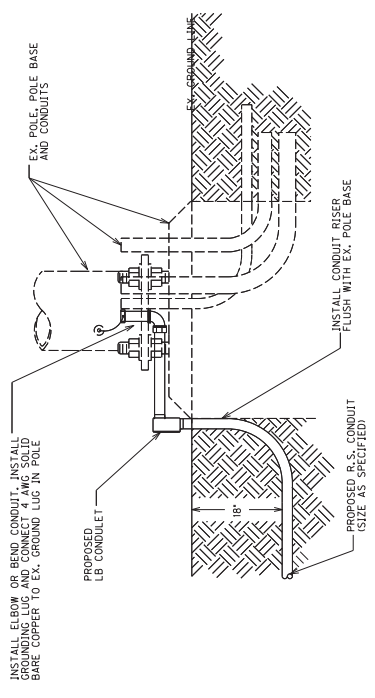
- 5 BARS @ 12" O.C. EACH WAY OR
- 4 BARS @ 8" O.C. EACH WAY



CONDUIT INSTALLATION IN EX. CABINET BASE

IF ANY CABINET WIRING MUST BE DISCONNECTED FOR  
REPAIRS, THE CONTRACTOR SHALL REMOVE THE WIRING,  
LABEL WITH PERMANENT NON-FADING LABELS,  
AND RE-CONNECT AFTER INSTALLING CONDUIT

CONDUIT MAY BE INSTALLED BY SAWING A SLOT  
AND CHIPPING OUT THE BASE OR DRILLING A HOLE  
FOR THE CONDUIT. THE CONTRACTOR SHALL FILL  
THE SLOT OR HOLE WITH GROUT WHEN THE CONDUIT  
WITH GROUT AFTER CONDUIT IS INSTALLED.



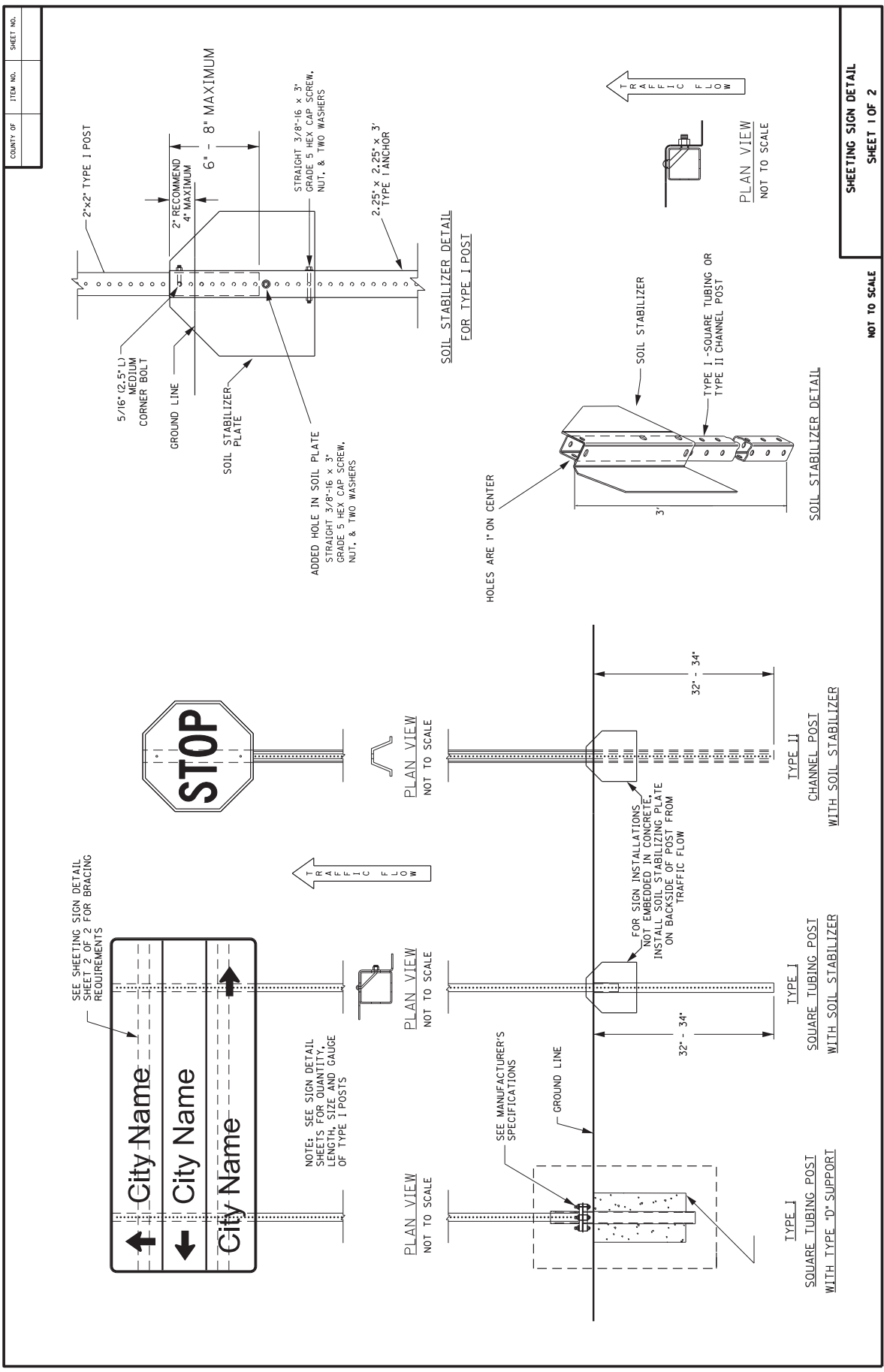
CONDUIT INSTALLATION IN EX. POLE BASE

INSTALL ELBOW OR BEND CONDUIT. INSTALL  
GROUNDING LUG AND CONNECT 4 AWG SOLID  
BARE COPPER TO EX. GROUND LUG IN POLE

CONDUIT INSTALLATIONS IN  
EXISTING LOCATIONS

3/10/2017





SHEETING SIGN DETAIL  
SHEET 1 OF 2

NOT TO SCALE

SOIL STABILIZER DETAIL

NOT TO SCALE

SOIL STABILIZER DETAIL

NOT TO SCALE

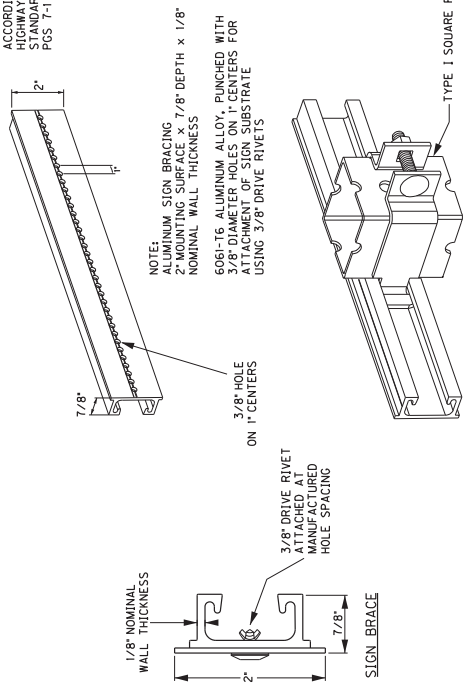
SOIL STABILIZER DETAIL

NOT TO SCALE

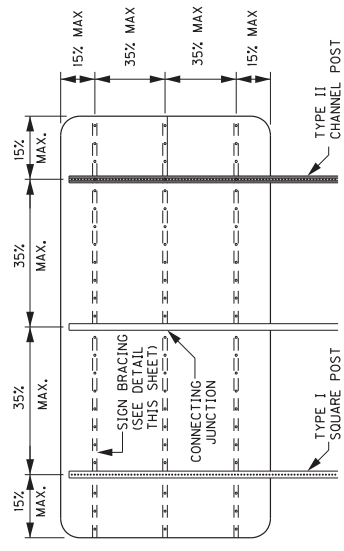
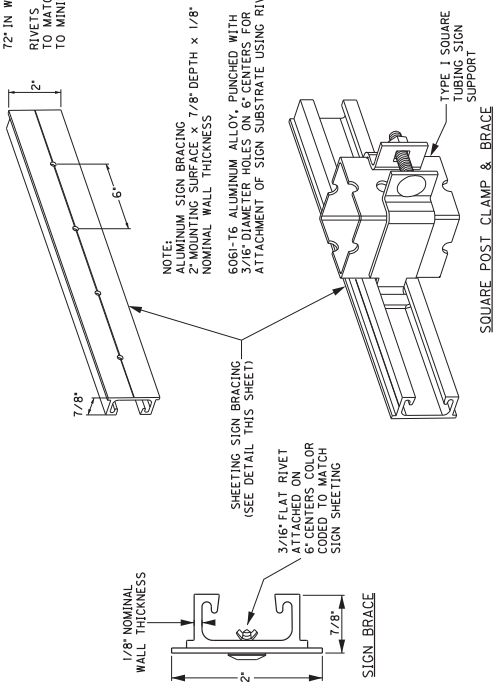
SOIL STABILIZER DETAIL

COUNTY OF	ITEM NO.	SHEET NO.

FOR ATTACHMENT OF SIGNS  
LESS THAN 16' IN WIDTH  
USING MANUFACTURED 3/8" HOLES  
ACCORDING TO 2004 STANDARD  
HIGHWAY SIGNS BLANK  
STANDARDS  
PGS 7-1 THRU 7-6

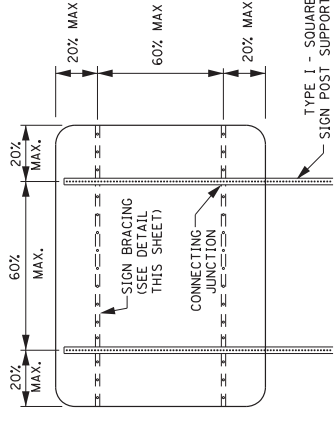


FOR ATTACHMENT OF SIGNS  
GREATER THAN, OR EQUAL TO,  
72" IN WIDTH.



NOTE:  
1. MAXIMUM AREA  
PER CONNECTING  
JUNCTION = 16 SQ. FT.

2. BRACING SHOULD NOT BE  
SPLICED WITHIN 6" OF A BRACE  
TO POST JUNCTION.



NOTE:  
USE OF SIGN BRACING NOT SHOWN ON THIS SHEET MAY BE PERMITTED  
BY PROJECT ENGINEER AND/OR DISTRICT TRAFFIC ENGINEER.

NOT TO SCALE

SHEETING SIGN DETAIL  
SHEET 2 OF 2

COUNTY OF	ITEM NO.	SHEET NO.	
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**Fayette County**

**Florence CITY LIMITS**

MI-5 (1 OR 2 DIGIT)

	A	B	C	FONT	
				3 DIGIT	4 DIGIT
CONVENTIONAL	24"	24"	11"	12D	12B
EXPRESSWAY/ FREEWAY	36"	36"	17"	18D	18B

MI-5 (3 OR 4 DIGIT)

	A	B	C	D	E	FONT	
						3 DIGIT	4 DIGIT
CONVENTIONAL	30"	24"	6"	11"	11"	12D	12B
EXPRESSWAY/ FREEWAY	45"	36"	9"	16.5"	16.5"	18D	18B

**PROHIBITED**  
PEDESTRIANS  
BICYCLES  
MOTOR SCOOTERS  
METAL TREADS  
FARM IMPLEMENTS  
ANIMALS ON FOOT

NOTE: FOR ROUTE MARKERS, IF NECESSARY, ADJUSTMENTS TO THE DIGIT LAYOUT AND/OR FONT TYPE MAY BE MADE TO ENSURE VISUAL ACUITY

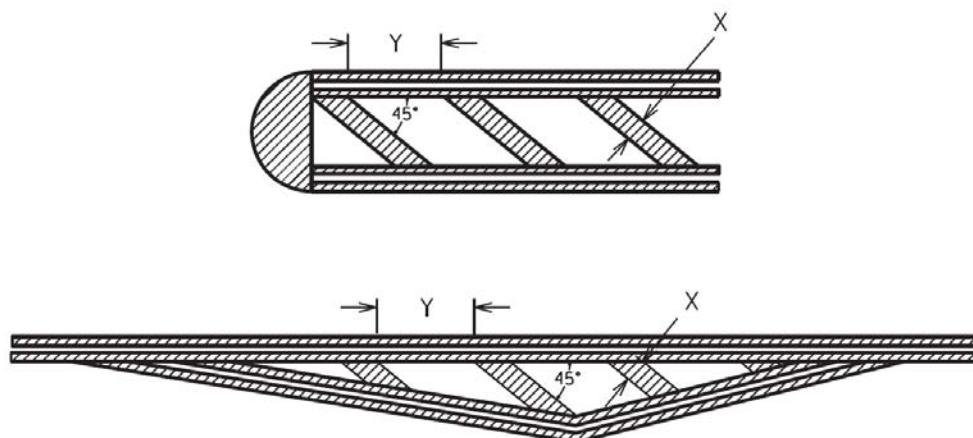
NOTE: EXPRESSWAY/FREEWAY DEFINED AS A DIVIDED HIGHWAY WITH PARTIAL OR FULL CONTROL OF ACCESS

NOT TO SCALE

TYPICAL SIGNS

## CROSS-HATCH PAVEMENT MARKINGS DETAIL

### TYPICAL CROSS-HATCH MARKINGS



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

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

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

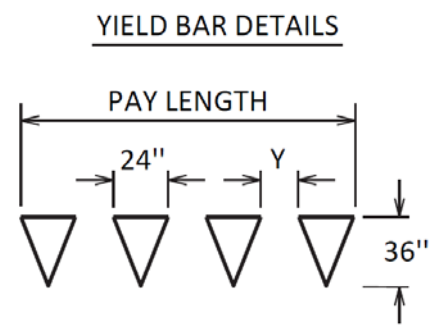
The Department will measure the finished in-place area of Cross-Hatch Pavement Markings in Square Feet. The Department will NOT measure overlaps or the void space between cross-hatching. See Section 717.04 for additional measurement information.

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

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

## YIELD BAR PAVEMENT MARKING DETAIL

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NOTE: SPACING (Y) BETWEEN  
 TRIANGLES SHOULD BE 3" - 12"

Triangles should be evenly spaced. The spacing (Y) between triangles will depend on the width of the lane the yield bar is for. Unless otherwise directed by the Engineer, space the triangles according to the lane width as follows:

<u>Lane Width</u>	<u># of Triangles</u>	<u>Spacing (Y)</u>
9'	4	4"
10'	4	8"
11'	5	3"
12'	5	6"

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

The Department will measure Yield Bars in Linear Feet. The measurement will include the void space between triangles. See Section 717.04 for additional measurement information.

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>
22520EN	Pave Marking-Thermo Yield Bar-36 Inch	Linear Foot

**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**



### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 2016*.

## **SUPPLEMENTAL SPECIFICATIONS**

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

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

### SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

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

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

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

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

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

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

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

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

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

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

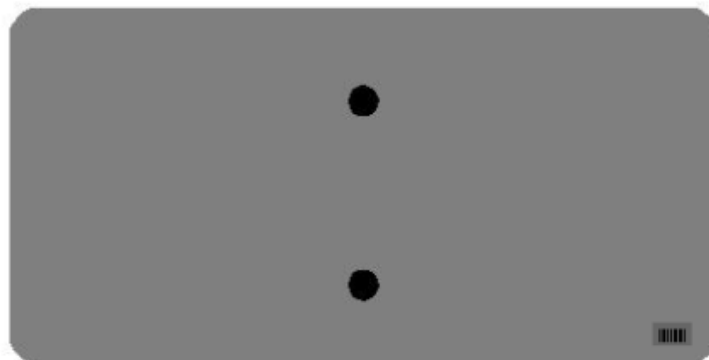
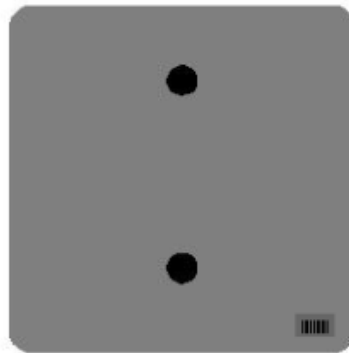
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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.

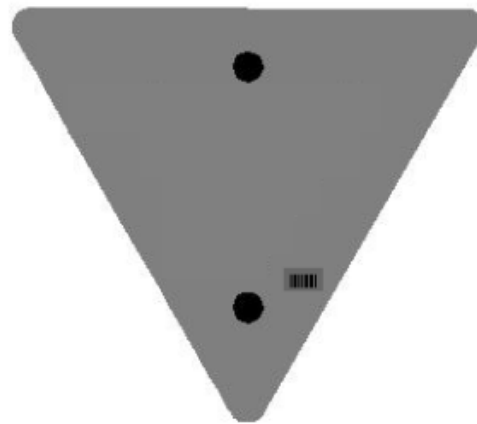
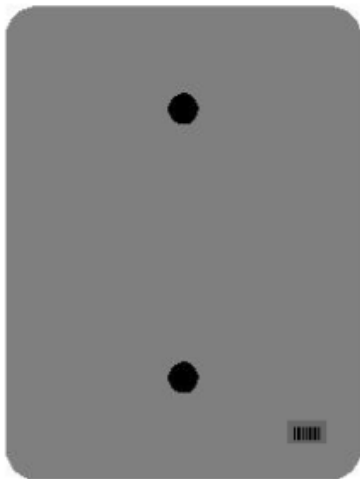
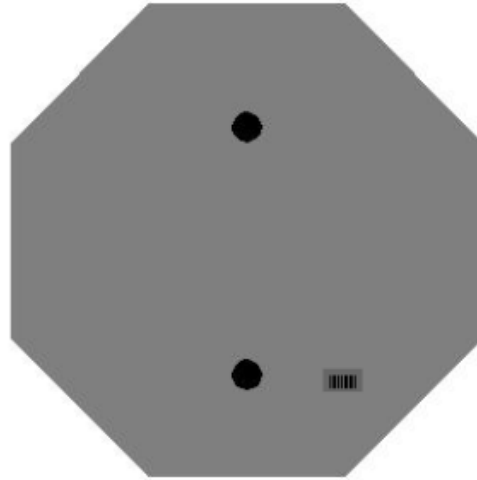
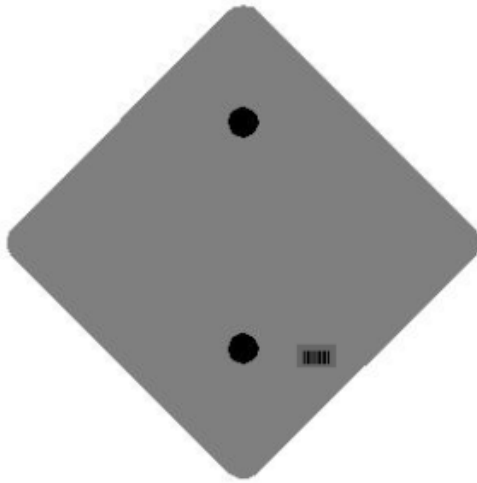
### One Sign Post



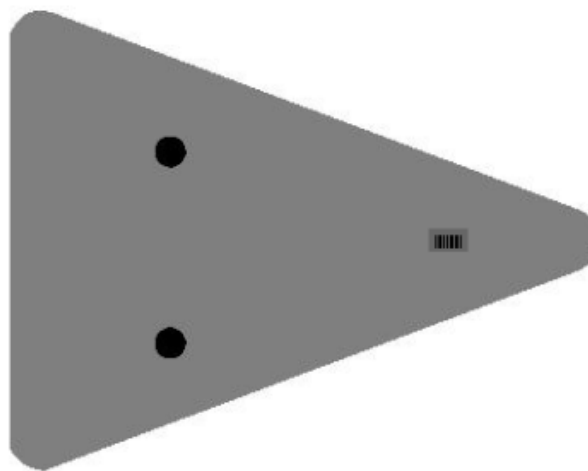
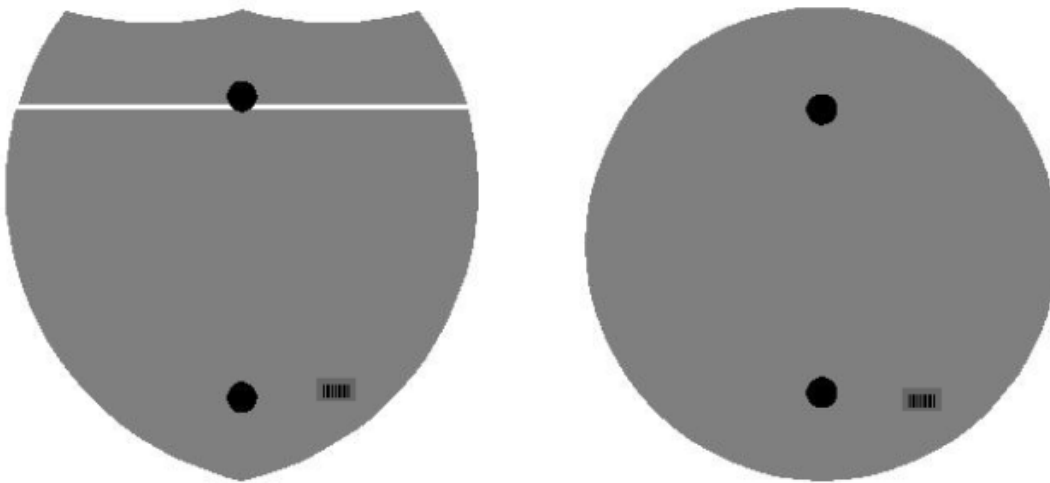
↑  
2" Wide Post



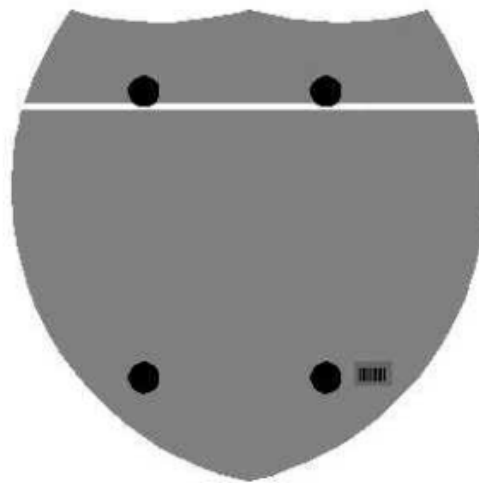
### One Sign Post



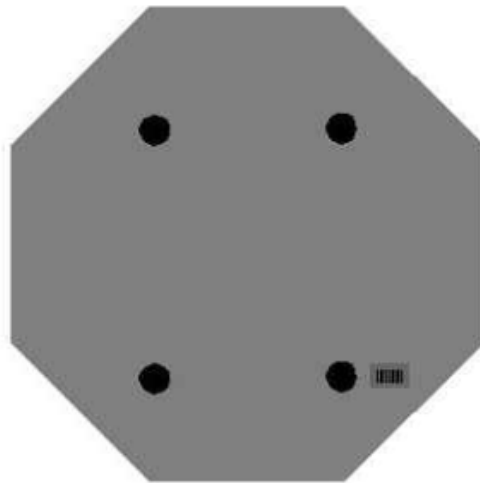
### One Sign Post



### Double Sign Post



Interstate  
Shield

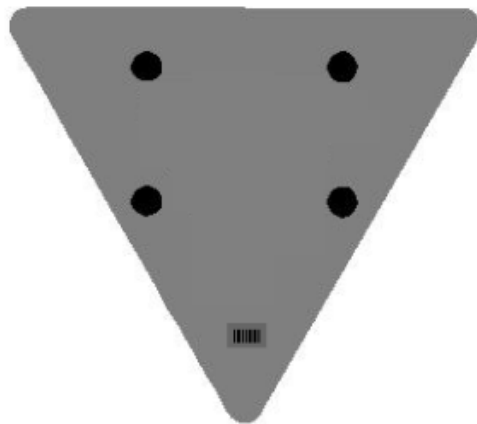


48" Stop

### 2 Post Signs



↑  
2" Wide Post





**2016 STANDARD DRAWINGS THAT APPLY**

**ROADWAY**

**~ DRAINAGE ~**

**TYPICAL DRAINAGE INSTALLATIONS**

CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE) .....	RDI-001-10
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE .....	RDI-020-09
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE .....	RDI-021-01

**MISCELLANEOUS DRAINAGE**

TEMPORARY SILT FENCE .....	RDX-210-03
SILT TRAP - TYPE A .....	RDX-220-05
SILT TRAP - TYPE B .....	RDX-225-01

**~ PAVEMENT ~**

**MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.**

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

**TRAFFIC**

**~ PERMANENT ~**

**RAISED PAVEMENT MARKERS**

SHOULDER & EDGELINE RUMBLE STRIP DETAILS .....	SEPIA-005
EDGELINE RUMBLE STRIP DETAILS TWO LANE ROADWAYS .....	SEPIA-006
SHOULDER RUMBLE STRIP DETAILS TWO LANE ROADWAYS .....	SEPIA-007

**~ TEMPORARY ~**

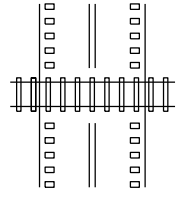
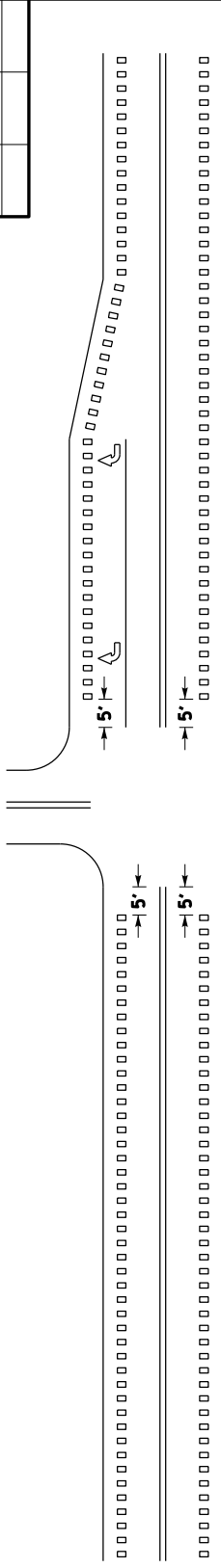
**TRAFFIC CONTROL**

LANE CLOSURE TWO-LANE HIGHWAY .....	TTC-100-04
SHOULDER CLOSURE .....	TTC-135-02

**DEVICES**

DOUBLE FINES ZONE SIGNS .....	TTD-120-02
PAVEMENT CONDITION WARNING SIGNS .....	TTD-125-02

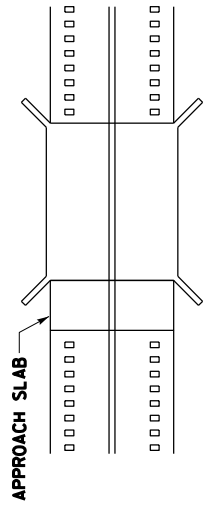
COUNTY OF	TERRITORY	SHEET NO.



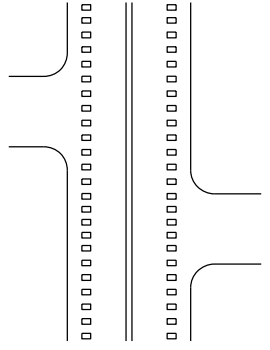
HIGHWAY-RAIL GRADE CROSSINGS ③

INTERSECTIONS WITH OR WITHOUT  
RIGHT TURN LANES ①

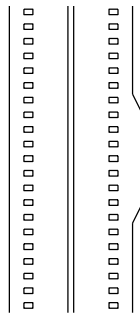
MARKED CROSSWALK ②



BRIDGE DECK/APPROACH SLAB ④



DRIVEWAYS/MINOR  
COMMERCIAL ENTRANCES ⑤



MAILBOX TURNOUTS ⑥

~ NOTES ~

- ① RUMBLE STRIPS SHALL BE OMITTED THROUGH MAJOR INTERSECTIONS WITH, OR WITHOUT, RIGHT-TURN LANES. OMIT RUMBLE STRIPS APPROXIMATELY 5' IN ADVANCE OF THE AREA WHERE EDGELINE PAVEMENT MARKINGS HAVE BEEN OMITTED (NORMALLY WHERE SIDE STREET RADIUS INTERSECTS MAINLINE).
- ② RUMBLE STRIPS SHALL NOT BE INSTALLED THROUGH MARKED CROSSWALKS. OMIT RUMBLE STRIPS APPROXIMATELY 5' IN ADVANCE OF MARKED CROSSWALKS.
- ③ RUMBLE STRIPS SHALL NOT BE INSTALLED ACROSS HIGHWAY-RAIL GRADE CROSSINGS.
- ④ RUMBLE STRIPS SHALL NOT BE INSTALLED ON BRIDGE DECKS OR APPROACH SLABS.
- ⑤ RUMBLE STRIPS SHALL BE INSTALLED THROUGH DRIVEWAYS & MINOR COMMERCIAL ENTRANCES.
- ⑥ RUMBLE STRIPS SHALL BE INSTALLED THROUGH MAILBOX TURNOUTS.
7. RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS.

DRAWING NOT TO SCALE

USE WITH SEP1A 006, 007,  
AND 008

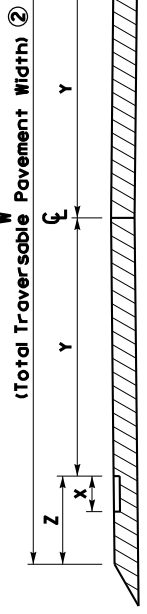
KENTUCKY  
DEPARTMENT OF HIGHWAYS  
SHOULDER & EDGELINE  
RUMBLE STRIP DETAILS

BID ITEMS AND UNIT TO BID  
EDGELINE RUMBLE STRIPS  
SHOULDER RUMBLE STRIPS

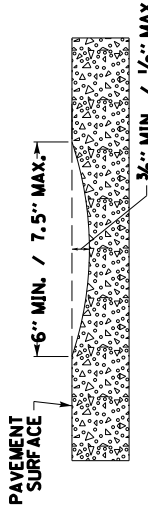
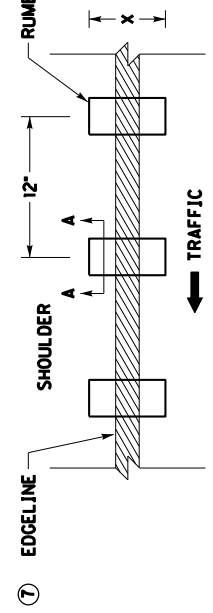
LF  
LF

SUBMITTED: *B. [Signature]* JL-23-16  
DATE: 005

COUNTY OF	TIERING	SHEET NO.
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**PAVEMENT CROSS-SECTION**



PAVEMENT WIDTH (W) ②	RUMBLE LENGTH (X) ⑤	ELRS ONLY		CLRS & ELRS	
		LANE WIDTH (Y) ③	SHOULDER WIDTH (Z) ④	LANE WIDTH (Y) ③	SHOULDER WIDTH (Z) ④
20'	8"	9'	1'	N/A	N/A
21'	8"	9.5'	1'	N/A	N/A
22'	8"	10'	1'	N/A	N/A
23'	8"	10'	1.5'	N/A	N/A
24'	8"	10.5'	1.5'	N/A	N/A
25'	8"	N/A	N/A	11'	1.5'
26'	8"	N/A	N/A	11'	2'
27'	8"	N/A	N/A	11.5'	2'
28'	8"	N/A	N/A	12'	2'
29'	8"	N/A	N/A	12'	2.5'
30'	8"	N/A	N/A	12'	3'
31'	8"	N/A	N/A	12'	3.5'
32'	8"	N/A	N/A	12'	4'
33'	8"	N/A	N/A	12'	4.5'

**NOTES**

- EDGELINE RUMBLE STRIPS SHOULD BE INSTALLED ACCORDING TO THE DIMENSIONS PROPOSED ABOVE UNLESS THERE IS AN ENGINEERING BASIS THAT SUPPORTS A CHANGE IN DIMENSION. FOR EXAMPLE, IF THE EXISTING LANE WIDTH IS NARROWER THAN THE LANE WIDTH PROPOSED IN THIS DRAWING AND THE EXISTING SHOULDER PAVEMENT DEPTH IS NOT SUITABLE TO BE CONVERTED INTO A PORTION OF THE PROPOSED LANE WIDTH, THEN THE EXISTING LANE WIDTH SHOULD BE USED INSTEAD OF THE WIDTH PROPOSED IN THIS DRAWING.
- PAVEMENT WIDTH (W) IS THE TOTAL WIDTH OF TRAVERSABLE PAVEMENT. DO NOT INCLUDE THE WIDTH OF ANY NON-TRAVERSABLE PAVEMENT, SUCH AS PAVEMENT WEDGES, WHEN MEASURING THE PAVEMENT WIDTH (W).
- LANE WIDTH (Y) TO BE MEASURED FROM CENTER OF ROAD TO LANE SIDE EDGE OF RUMBLE STRIP.
- PAVED SHOULDER WIDTH (Z) TO BE MEASURED FROM LANE SIDE EDGE OF RUMBLE STRIP TO OUTSIDE EDGE OF TRAVERSABLE PAVEMENT.
- DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE. IF THE TYPICAL SECTION SHOWS A LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) THAT DIFFERS FROM THE WIDTHS LISTED IN THIS DRAWING, THE ENGINEER SHALL DETERMINE THE LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) AT THE TIME OF CONSTRUCTION.  
NOTE: CENTERLINE RUMBLE STRIPS SHOULD BE OMITTED WHEN THE LANE WIDTH (Y) IS LESS THAN 11 FT.
- RUMBLE LENGTH (X) MAY BE MODIFIED AS THE ENGINEER DIRECTS. IF THE SHOULDER WIDTH (Z) IS EQUAL TO OR LESS THAN THE PROPOSED RUMBLE LENGTH (X).
- PLACE THE EDGELINE MARKING IN THE CENTER OF THE RUMBLE STRIP.
- EDGELINE RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS.

BID ITEM AND UNIT TO BID  
EDGELINE RUMBLE STRIPS

LF

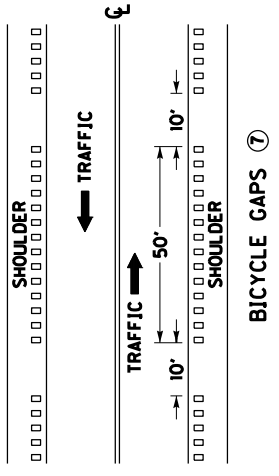
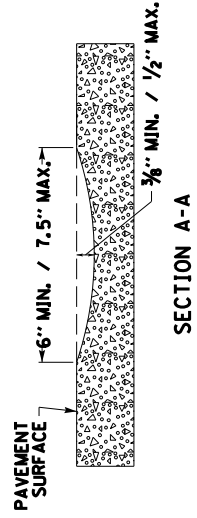
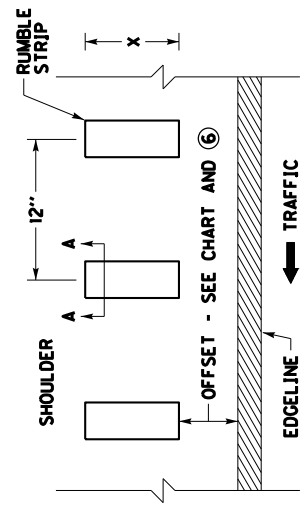
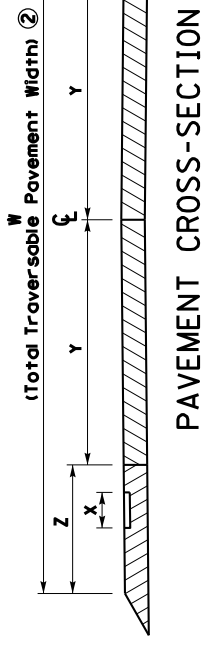
USE WITH SEPIA 005

DRAWING NOT TO SCALE

KENTUCKY DEPARTMENT OF HIGHWAYS
EDGELINE RUMBLE STRIP DETAILS TWO LANE ROADWAYS
SUBMITTED: <i>B. [Signature]</i> JL-23-16 DATE
006

COUNTY OF	TERMIN	SHEET NO.
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PAVEMENT WIDTH (W) ②	RUMBLE LENGTH (X) ⑤	OFFSET ⑥	CLRS & SRS	
			LANE WIDTH (Y) ③	SHOULDER WIDTH (Z) ④
34'	8"	6"	12'	5'
35'	8"	6"	12'	5.5'
36'	8"	6"	12'	6'
37'	12"	12"	12'	6.5'
38'	12"	12"	12'	7'
39'	12"	12"	12'	7.5'
>=40'	16"	12"	12'	>=8'



**NOTES**

- SHOULDER RUMBLE STRIPS SHOULD BE INSTALLED ACCORDING TO THE DIMENSIONS PROPOSED ABOVE UNLESS THERE IS AN ENGINEERING BASIS THAT SUPPORTS A CHANGE IN DIMENSION. FOR EXAMPLE, IF THE EXISTING LANE WIDTH IS NARROWER THAN THE LANE WIDTH PROPOSED IN THIS DRAWING AND THE EXISTING SHOULDER PAVEMENT DEPTH IS NOT SUITABLE TO BE CONVERTED INTO A PORTION OF THE PROPOSED LANE WIDTH, THEN THE EXISTING LANE WIDTH SHOULD BE USED INSTEAD OF THE WIDTH PROPOSED IN THIS DRAWING.
- PAVEMENT WIDTH (W) IS THE TOTAL WIDTH OF TRAVERSABLE PAVEMENT. DO NOT INCLUDE THE WIDTH OF ANY NON-TRAVERSABLE PAVEMENT, SUCH AS PAVEMENT WEDGES, WHEN MEASURING THE PAVEMENT WIDTH (W).
- LANE WIDTH (Y) TO BE MEASURED FROM CENTER OF ROAD TO CENTER OF EDGE LINE STRIPE.
- PAVED SHOULDER WIDTH (Z) TO BE MEASURED FROM CENTER OF EDGE LINE STRIPE TO OUTSIDE EDGE OF TRAVERSABLE PAVEMENT.
- DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE. IF THE TYPICAL SECTION SHOWS A LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) THAT DIFFERS FROM THE WIDTHS LISTED IN THIS DRAWING, THE ENGINEER SHALL DETERMINE THE LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) AT THE TIME OF CONSTRUCTION.  
NOTE: CENTERLINE RUMBLE STRIPS SHOULD BE OMITTED WHEN THE LANE WIDTH (Y) IS LESS THAN 11 FT.
- RUMBLE LENGTH (X) AND/OR OFFSET DISTANCE MAY BE MODIFIED AS THE ENGINEER DIRECTS, IF THE SHOULDER WIDTH (Z) IS EQUAL TO OR LESS THAN THE COMBINED WIDTH OF THE PROPOSED RUMBLE LENGTH (X) AND OFFSET DISTANCE.
- ALL SHOULDER RUMBLE STRIPS ALONG SHOULDERS THAT ARE 5' OR WIDER SHOULD INCLUDE BICYCLE GAPS AS DETAILED.
- SHOULDER RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS.

BID ITEM AND UNIT TO BID  
SHOULDER RUMBLE STRIPS

LF

USE WITH SEPIA 005  
KENTUCKY  
DEPARTMENT OF HIGHWAYS  
**SHOULDER RUMBLE STRIP  
DETAILS  
TWO LANE ROADWAYS**  
SUBMITTED: *B. [Signature]* DATE: 11-23-16  
007

DRAWING NOT TO SCALE

COUNTY OF	SHEET NO.
ITEM NO.	

**STRIPING NOTES:**

- ARROWS SHALL BE USED IN ANY EXCLUSIVE TURN LANES.
- IN A SINGLE TURN LANE, DOTTED WHITE LINE EXTENSIONS MAY BE USED THROUGH THE TAPER OF THE TURN LANE.
- IF USED, DOTTED WHITE LANE LINE EXTENSIONS SHALL BE NORMAL WIDTH, AND SHOULD BE 2' LONG, WITH A GAP OF 2-6' BETWEEN EACH LINE.
- IN DUAL TURN LANES, DOTTED WHITE LANE LINE EXTENSIONS SHOULD BE USED THROUGH THE TAPER OF THE TURN LANE. BOTH SOLID LINES FORMING THE TURN LANES SHALL BEGIN AT THE DOWNSTREAM END OF THE TAPER.

**ARROW SPACING NOTES:**

- IN SINGLE-DIRECTION TURN LANES, ARROWS SHOULD BE SPACED AS FOLLOWS:
- AT LEAST TWO ARROWS SHOULD BE USED IN EACH TURN LANE. HOWEVER, IF A TURN LANE IS LESS THAN 80' IN LENGTH, THE DOWNSTREAM ARROW MAY BE ELIMINATED.
- THE FIRST UPSTREAM ARROW SHALL BE PLACED AT THE BEGINNING OF THE SOLID LINE FOR THE TURN LANE.
- THE LAST DOWNSTREAM ARROW SHOULD BE PLACED 40' FROM THE STOP BAR.
- ANY ADDITIONAL ARROWS SHOULD BE EVENLY SPACED. SPACING SHOULD NOT EXCEED 80'.
- ARROW SPACING AND NUMBER OF ARROWS MAY VARY BASED ON SITE CONDITIONS.

**DOTTED EXTENSION DIMENSIONS:**



Dotted extensions shall be normal width.

**KENTUCKY DEPARTMENT OF HIGHWAYS**

**TYPICAL MARKINGS FOR TURN LANES**

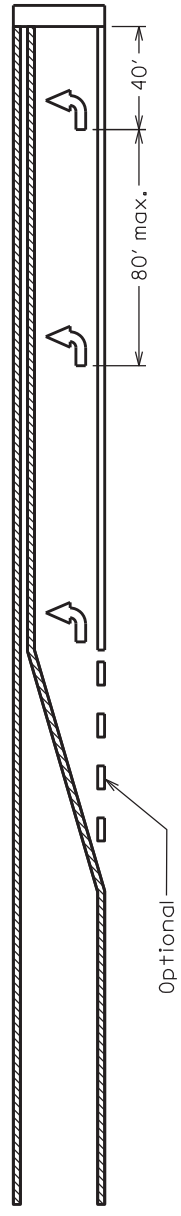
SUBMITTED: *R. [Signature]* DATE: 11-30-18 **042**

**DRAWING NOT TO SCALE**

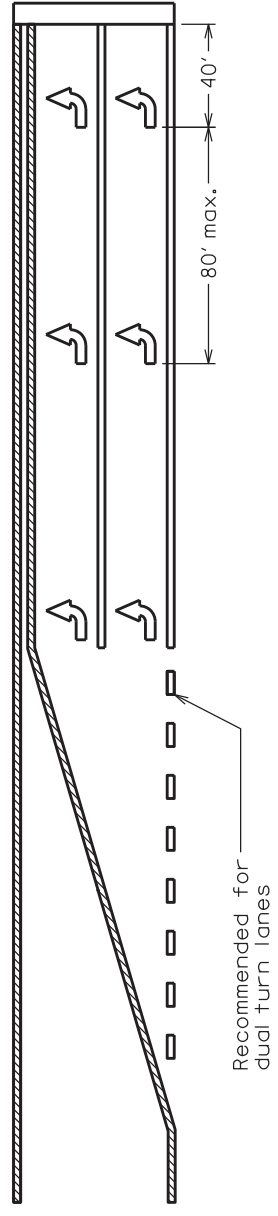
**LEGEND**

MARKINGS	WHITE
	YELLOW

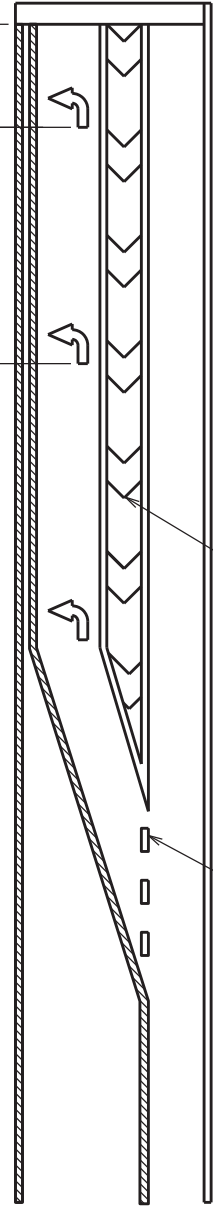
Single turn lane



Dual turn lane



Offset turn lane



Chevron markings shall be used for offsets greater than 6'. Follow crosshatching guidelines shown in Sepia 046 for dimensions and spacing.

Optional for offset left-turn lanes

COUNTY OF	SHEET NO.
ITEM NO.	

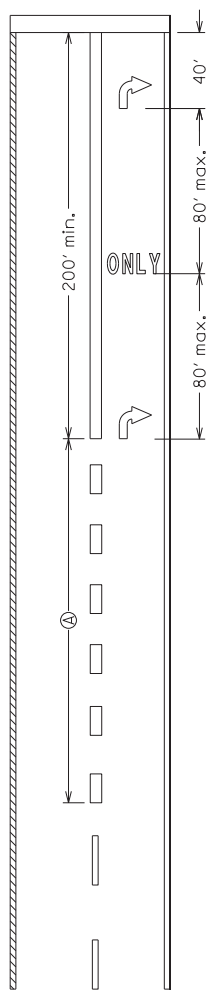
**LANE\_DROP\_MARKINGS\_NOTES:**

- IN SITUATIONS WHERE A THROUGH LANE BECOMES A MANDATORY TURN LANE, THE FOLLOWING GUIDELINES APPLY:
- A WIDE SOLID LINE SHOULD EXTEND BACK A MINIMUM OF 200' FROM THE STOP BAR.
- A WIDE, DOTTED LINE SHALL EXTEND FROM THE END OF THE SOLID LINE BACK A MINIMUM OF THE DISTANCE SHOWN IN THE CHART (A). THESE LINES SHALL BE 3' LONG, WITH A SPACE OF 9' BETWEEN LINES.
- ALTERNATING ARROWS AND "ONLY" WORD MESSAGES SHALL BE USED, WITH THE FIRST AND LAST MARKING BEING AN ARROW.
- ALTERNATING ARROWS AND "ONLY" WORD MESSAGES SHOULD BE SPACED EVENLY, FOLLOWING GUIDELINES FOR ARROW SPACING.
- THESE SYMBOLS SHALL EXTEND BACK AT LEAST TO THE END OF THE SOLID STRIPE, BUT MAY BE EXTENDED BACK FARTHER IF ADDITIONAL GUIDANCE IS NEEDED.

**TWO-WAY LEFT-TURN LANE NOTES:**

- IN A TWO-WAY LEFT-TURN LANE, THE FOLLOWING GUIDELINES APPLY:
- ONE SET OF ARROWS SHOULD BE PLACED AT OR NEAR THE BEGINNING OF THE TWO-WAY LEFT-TURN LANE.
- ADDITIONAL SETS OF ARROWS SHOULD BE PLACED THROUGHOUT THE TWO-WAY LEFT-TURN LANE IF LEFT TURN MOVEMENTS ARE EXPECTED. THEY SHOULD BE SPACED NO LESS THAN 300' AND NO MORE THAN 1/2 MILE.
- THE SPACING BETWEEN EACH ARROW IN A SINGLE ARROW SET SHOULD BE 16 FEET.
- TWO-WAY LEFT-TURN LANES SHALL TERMINATE IN A DEDICATED LEFT-TURN LANE AT A SIGNALIZED INTERSECTION. THEY MAY TERMINATE IN A DEDICATED LEFT-TURN LANE AT OTHER LOCATIONS IF DEEMED NECESSARY.
- CONTACT TRAFFIC ENGINEER FOR RECOMMENDED DISTANCE FOR LEFT TURN STORAGE AT INTERSECTIONS.
- REFER TO THE TRAFFIC OPERATIONS GUIDANCE MANUAL SECTION TO-504 FOR MORE GUIDANCE ON TWO-WAY LEFT-TURN LANES.

Lane drop scenario



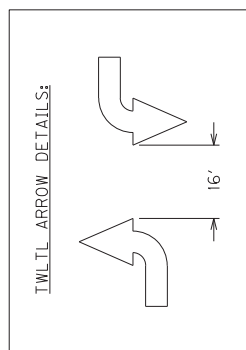
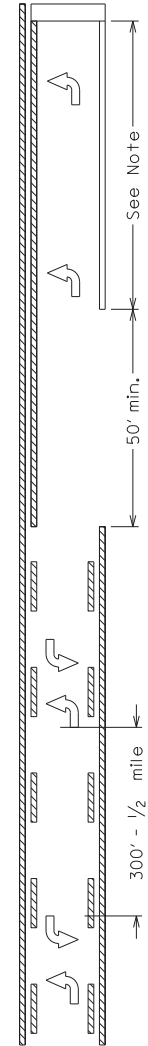
Speed Limit	(A)
25	125'
35	245'
45	540'
55	660'
65	780'

**WIDE DOTTED LANE LINE DIMENSIONS:**

3' → [dotted line symbol] → 9'

Dotted lane lines shall be twice the normal width in lane drop scenarios.

Two-way left-turn lane



DRAWING NOT TO SCALE

**LEGEND**

MARKINGS	WHITE
	YELLOW

**KENTUCKY DEPARTMENT OF HIGHWAYS**

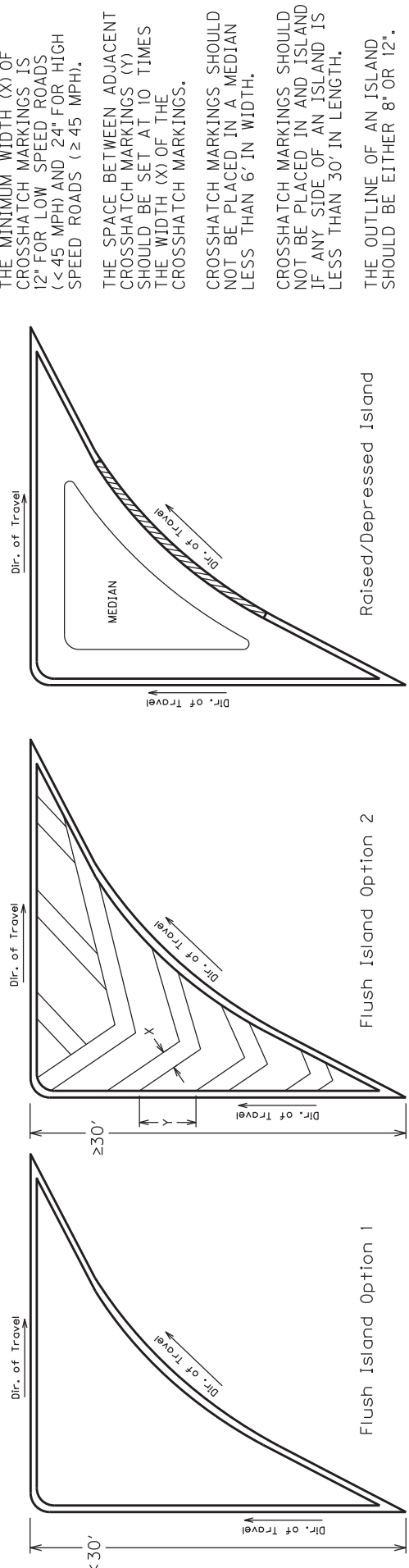
**TYPICAL MARKINGS FOR TURN LANES**

SUBMITTED: *R. Offenberg* DATE: 4-22-19

043

COUNTY OF	ITEM NO.	SHEET NO.

### TYPICAL RIGHT-TURN CHANNELIZING ISLAND MARKINGS



### GENERAL NOTES

THE MINIMUM WIDTH (X) OF CROSSHATCH MARKINGS IS 12" FOR LOW SPEED ROADS (<45 MPH) AND 24" FOR HIGH SPEED ROADS ( $\ge 45$  MPH).

THE SPACE BETWEEN ADJACENT CROSSHATCH MARKINGS (Y) SHOULD BE SET AT 10 TIMES THE WIDTH (X) OF THE CROSSHATCH MARKINGS.

CROSSHATCH MARKINGS SHOULD NOT BE PLACED IN A MEDIAN LESS THAN 6' IN WIDTH.

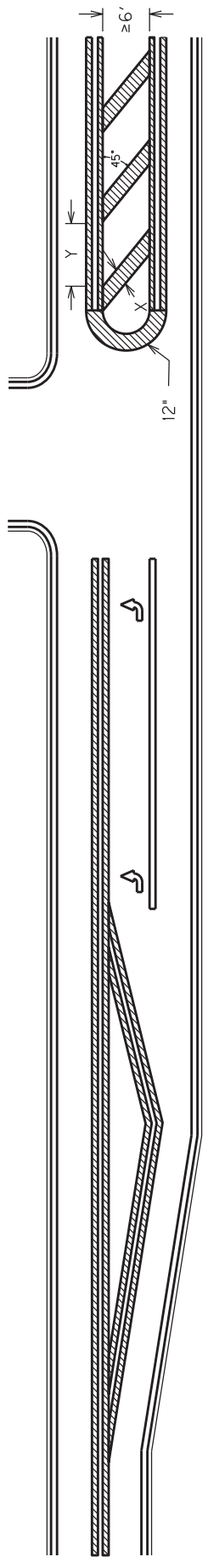
CROSSHATCH MARKINGS SHOULD NOT BE PLACED IN AND ISLAND IF ANY SIDE OF AN ISLAND IS LESS THAN 30' IN LENGTH.

THE OUTLINE OF AN ISLAND SHOULD BE EITHER 8" OR 12".

MEDIAN NOSES MAY BE EITHER A SINGLE 12" LINE OR A SOLID SEMI-CIRCLE.

CROSSHATCH AND CHEVRON MARKINGS SHOULD BE THERMOPLASTIC.

### TYPICAL LEFT-TURN LANE / FLUSH MEDIAN CROSSHATCH MARKINGS

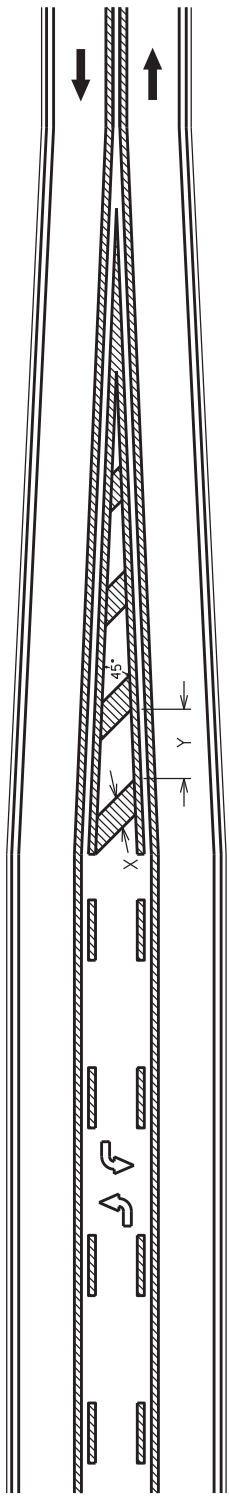


LEGEND

MARKINGS	WHITE
	YELLOW

**DRAWING NOT TO SCALE**

### TYPICAL TWO-WAY LEFT-TURN LANE (TWLTL) TRANSITION MARKINGS



Note: Crosshatch markings shall be placed in the transition area of a TWLTL.

KENTUCKY  
DEPARTMENT OF HIGHWAYS

**TYPICAL MARKINGS FOR ISLANDS AND MEDIANS**

DATE: 11-30-18  
SUBMITTED: *R. [Signature]*  
046

## **PART III**

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



FHWA-1273 -- Revised May 1, 2012

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

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

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

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

**1. Minimum wages**

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

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

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

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

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

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

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

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

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

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

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

**2. Withholding**

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

**3. Payrolls and basic records**

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

**VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017





Stone Mason.....	\$ 21.50	8.50
CARPENTER		
Carpenter.....	\$ 24.90	14.50
Piledriver.....	\$ 24.55	14.50

CEMENT MASON.....	\$ 21.25	8.50
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ELECTRICIAN		
Electrician.....	\$ 29.36	10.55
Equipment Operator.....	\$ 26.90	10.31
Groundsman.....	\$ 17.79	8.51
Lineman.....	\$ 30.09	10.94

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

IRONWORKER.....	\$ 27.56	20.57
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LABORER		
Group 1.....	\$ 21.80	12.36
Group 2.....	\$ 22.05	12.36
Group 3.....	\$ 22.10	12.36
Group 4.....	\$ 22.70	12.36

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

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

GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout

Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters

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

PAINTER

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

PLUMBER.....\$ 22.52 7.80

POWER EQUIPMENT OPERATOR:

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

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

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

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

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

SHEET METAL WORKER.....	\$ 20.40	7.80
TRUCK DRIVER		
Driver (3 Tons and Over), Driver (Truck Mounted Rotary Drill).....	\$ 23.74	14.50
Driver (3 Tons and Under), Tire Changer and Truck Mechanic Tender.....	\$ 23.53	14.50
Driver (Semi-Trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....	\$ 23.40	14.50
Driver on Mixer Trucks (All Types).....	\$ 23.45	14.50
Driver on Pavement Breakers.	\$ 23.55	14.50
Driver, Euclid and Other Heavy Earth Moving Equipment and Low Boy.....	\$ 24.31	14.50
Driver, Winch Truck and A- Frame when used in Transporting Materials.....	\$ 23.30	14.50
Greaser on Greasing Facilities.....	\$ 24.40	14.50
Truck Mechanic.....	\$ 23.50	14.50
Truck Tender and Warehouseman.....	\$ 23.20	14.50

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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



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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
4.5%	6.9%

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

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

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

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

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

**PART IV**  
**INSURANCE**

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

**PART V**  
**BID ITEMS**

### PROPOSAL BID ITEMS

194130

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Report Date 10/2/19

#### Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	375.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	15.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	1.80	TON		\$	
0040	00190		LEVELING & WEDGING PG64-22	25.00	TON		\$	
0050	00212		CL2 ASPH BASE 1.00D PG64-22	356.00	TON		\$	
0060	00307		CL2 ASPH SURF 0.38B PG64-22	409.00	TON		\$	
0070	00356		ASPHALT MATERIAL FOR TACK	1.90	TON		\$	

#### Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0080	00461		CULVERT PIPE-15 IN	122.00	LF		\$	
0090	01310		REMOVE PIPE	53.00	LF		\$	
0100	02101		CEM CONC ENT PAVEMENT-8 IN	141.00	SQYD		\$	
0110	02159		TEMP DITCH	225.00	LF		\$	
0120	02160		CLEAN TEMP DITCH	113.00	LF		\$	
0130	02230		EMBANKMENT IN PLACE	140.00	CUYD		\$	
0140	02650		MAINTAIN & CONTROL TRAFFIC (KY 192 AND THOMPSON POYNTER RD)	1.00	LS		\$	
0150	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0160	02676		MOBILIZATION FOR MILL & TEXT (KY 192 AND THOMPSON POYNTER RD)	1.00	LS		\$	
0170	02677		ASPHALT PAVE MILLING & TEXTURING	124.00	TON		\$	
0180	02696		SHOULDER RUMBLE STRIPS	1,066.00	LF		\$	
0190	02697		EDGELINE RUMBLE STRIPS	253.00	LF		\$	
0200	02701		TEMP SILT FENCE	225.00	LF		\$	
0210	02703		SILT TRAP TYPE A	1.00	EACH		\$	
0220	02704		SILT TRAP TYPE B	1.00	EACH		\$	
0230	02706		CLEAN SILT TRAP TYPE A	1.00	EACH		\$	
0240	02707		CLEAN SILT TRAP TYPE B	1.00	EACH		\$	
0250	02726		STAKING (KY 192 AND THOMPSON POYNTER RD)	1.00	LS		\$	
0260	05952		TEMP MULCH	360.00	SQYD		\$	
0270	05953		TEMP SEEDING AND PROTECTION	270.00	SQYD		\$	
0280	05963		INITIAL FERTILIZER	.02	TON		\$	
0290	05964		MAINTENANCE FERTILIZER	.03	TON		\$	
0300	05985		SEEDING AND PROTECTION	540.00	SQYD		\$	
0310	05992		AGRICULTURAL LIMESTONE	.30	TON		\$	
0320	06406		SBM ALUM SHEET SIGNS .080 IN	12.90	SQFT		\$	
0330	06410		STEEL POST TYPE 1	52.00	LF		\$	
0340	06514		PAVE STRIPING-PERM PAINT-4 IN	4,911.00	LF		\$	
0350	06546		PAVE STRIPING-THERMO-12 IN W	256.00	LF		\$	
0360	06568		PAVE MARKING-THERMO STOP BAR-24IN	31.00	LF		\$	
0370	06569		PAVE MARKING-THERMO CROSS-HATCH	187.00	SQFT		\$	
0380	06574		PAVE MARKING-THERMO CURV ARROW	12.00	EACH		\$	
0390	20748ED		SHOULDER MILLING/TRENCHING	677.00	SQYD		\$	

### PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0400	21417ES717		PAVE MARK THERMO CONE CAP-SOLID YELLOW	33.00	SQFT		\$	
0410	22400NN		REMOVE AND RELOCATE SIGN ASSEMBLY	1.00	EACH		\$	
0420	22520EN		PAVE MARKING-THERMO YIELD BAR-36 IN	16.00	LF		\$	
0430	22664EN		WATER BLASTING EXISTING STRIPE	290.00	LF		\$	
0440	22680EN		QWICK CURB MEDIAN SEPARATOR (WHITE)	190.00	LF		\$	
0450	22680EN		QWICK CURB MEDIAN SEPARATOR (YELLOW)	620.00	LF		\$	
0460	24544EC		REMOVE EXISTING QWICK CURB	100.00	LF		\$	
0470	24631EC		BARCODE SIGN INVENTORY	2.00	EACH		\$	

#### Section: 0003 - SIGNALS

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0480	04792		CONDUIT-1 IN	20.00	LF		\$	
0490	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
0500	04820		TRENCHING AND BACKFILLING	20.00	LF		\$	
0510	04830		LOOP WIRE	110.00	LF		\$	
0520	04850		CABLE-NO. 14/1 PAIR	20.00	LF		\$	
0530	04895		LOOP SAW SLOT AND FILL	30.00	LF		\$	

#### Section: 0004 - DEMOBILIZATION

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