

CALL NO. 119
CONTRACT ID. 194126
LEWIS COUNTY
FED/STATE PROJECT NUMBER HSIP 9010 (383)
DESCRIPTION AA HIGHWAY (KY 9)
WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE
PRIMARY COMPLETION DATE 6/30/2020

# **LETTING DATE:** September 20,2019

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME September 20,2019. 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 - 09**

**CONTRACT ID - 194126** 

**HSIP 9010 (383)** 

**COUNTY - LEWIS** 

PCN - 0906800091901 HSIP 9010 (383)

AA HIGHWAY (KY 9) (MP 7.900) CONSTRUCT RIGHT TURN SLIP LANE FROM KY 9 AA HIGHWAY ONTO THE KY 9 GRAYSON SPUR. PROJECT INCLUDES RECONSTRUCTION OF FLASHING BEACON. (MP 8.200)GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 09-09007.20.

GEOGRAPHIC COORDINATES LATITUDE 38:34:32.20 LONGITUDE -83:16:37.80

### **COMPLETION DATE(S):**

COMPLETED BY 06/30/2020

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) 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 <a href="mailtokytc.projectquestions@ky.gov">kytc.projectquestions@ky.gov</a>. The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

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

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

### HARDWOOD REMOVAL RESTRICTIONS

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

## INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

### ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other pregualification 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 certainly whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office of Civil Rights and Small Business Development to give notification of the bidder's inability to get DBE quotes;
- 5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

### FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

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

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

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

### PROMPT PAYMENT

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

# **CONTRACTOR REPORTING**

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

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

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

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

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

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

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

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

7/19/2019

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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### NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

# ASPHALT MIXTURE

Unless otherwise noted, the Department estimates the rate of application for all asphalt mixtures to be 110 lbs/sy per inch of depth.

# OPTION B

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

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

### **CAUTION**

The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions. 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.

### **EXISTING MAPPING AND CONTROL**

All survey information was obtained by field survey and should be field verified prior to beginning work. Refer to the Special Note for Staking concerning staking operations required to control and construct the work.

### **ON-SITE INSPECTION**

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

### **RIGHT OF WAY LIMITS**

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

### **UTILITY COORDINATION**

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

### **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

General Notes & Description of Work Page 2 of 2

utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his/her decision shall be final and binding upon the Contractor.

### **DESCRIPTION OF WORK**

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

**Construction of a Right-Turn Slip Lane.** The intent of this project is to construct a right-turn slip lane from KY 9 SB (AA Highway) to KY 9 SB (AA Highway Grayson Spur).

**Asphalt Pavement and Roadway Widening.** This work will include earthwork, placement of crushed stone base, placement of asphalt base, placement of an asphalt surface course, installation of edge line rumble strips, and the application/installation of pavement markings.

**Drainage.** There are locations throughout the project where culvert pipes are being added, replaced and/or extended. Locations are noted on the Drainage Summary. Other items that may be associated with the pipe replacements and/or extensions include: Drop Boxes, Headwalls, Ditching, Channel Lining etc. Refer to the Special Note for Pipe Replacements / Extensions for more information on this item of work.

**Signing.** There are locations along the project where new signing is proposed. Refer to the Proposed Signing Summary for locations and approximate quantities. The District Traffic Engineer will make the final determination as to the placement of all signs. Refer to the Special Notes for Signing and Signage for additional information.

**Guardrail Replacement.** Existing guardrail within the project will be removed and new guardrail be added along the new slip lane and along the AA Mainline. Refer to the Plans for the approximate locations for guardrail removal and installation. The work will include removal of the existing guardrail and the installation of the new guardrail and end treatments. See the Special Note for Guardrail for more information on this work.

**Flashing Beacon.** The existing diagonal span flashing beacon will be re-constructed with the construction of the right turn slip lane. One existing pole will remain as indicated on the plan sheets to hold the existing luminaire.

**Lighting.** New lighting will be installed along the newly constructed right turn slip lane.

**Retroreflective Backplates.** New retroreflective backplates will be installed on the signal heads for the flashing beacon. 3 section signal backplates will need to be retrofitted to install on the double flashing beacon signal heads.

### SPECIAL NOTE FOR NON-TRACKING TACK COAT

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

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

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

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

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

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

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

### 3. CONSTRUCTION.

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

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

CodePay ItemPay Unit24970ECAsphalt Material for Tack Non-TrackingTon

April 30, 2018

### SPECIAL NOTE FOR SIGNAGE

The final advisory speeds and some sign types will have to be determined after the curve superelevation improvements and final surfacing operations have been completed. The Contractor shall notify the Engineer and District Traffic Engineer when all of the superelevation improvements and surfacing operations have been completed. Once notified, the District Traffic Engineer will ball-bank the newly surfaced route to determine the appropriate advisory speeds and work with the Contractor to determine the final Signing Plan. The Engineer and/or District Traffic Engineer will provide the Contractor with the final advisory speeds, any changes to proposed sign types, and the final quantities within three (3) weeks of being notified by the Contractor that final surfacing operations are complete. After the Contractor has received this information from the Engineer and/or the District Traffic Engineer, the Contractor shall then proceed to layout and stake the signing according to the Special Note for Staking, included elsewhere in this proposal.

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
- o STOP (R1-1) signs
- o ALL WAY (R1-3P) signs
- o YIELD (R1-2) signs
- o DO NOT ENTER (R5-1) signs
- o 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
- o 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.
- o 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

### 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

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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 sings.

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

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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.

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- **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 NOTE FOR SPRAY APPLIED THERMOPLASTIC PAVEMENT MARKING MATERIALS

### I. DESCRIPTION

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

(1) Spray applied thermoplastic pavement marking materials with reflectorized glass beads for permanent applications

### II. MATERIALS

- A. DROP ON BEADS. Use beads that will ensure the pavement marking material will meet retroreflectivity requirements. The Department will evaluate the beads as part of the marking system through retroreflectivity readings.
- **B. APPROVAL.** Select materials that conform to the composition and physical characteristic requirements below when evaluated in accordance with AASHTO T-250 or other test methods as cited. The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material from the date sampled.
- C. Composition. Use a maleic-modified glycerol ester resin (alkyd binder) to formulate the thermoplastic material. Ensure the pigment, pre-mix beads, and filler are uniformly dispersed in the resin. Use material that is free from all dirt and foreign material. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content.

COMPOSITION (Percentage by Weight)				
Component	White	Yellow		
Binder, (1)	26.0 min.	26.0 min.		
Glass Beads (Premixed)	30 - 40	30 - 40		
Titanium Dioxide (Rutile, Type II)	10.0 min.	_		
Calcium Carbonate & Inert Fillers (2)	42.0 max.	50.0 max.		
Heavy Metals Content	Comply with	Comply with		
	40 CFR 261	40 CFR 261		

<sup>(1)</sup> Use a binder that consists of a mixture of synthetic resins, at least one being solid at room temperature, and high boiling point plasticizers. Ensure that at least one-third of the binder composition is solid maleic-modified glycerol ester resin and is not less than 8 percent by weight of the entire material formulation. Do not use alkyd binder that contains petroleum based hydrocarbon resins.

<sup>(2)</sup> The manufacturer may choose the amount of calcium carbonate and inert fillers, providing all other requirements of this section are met.

Spray Applied Thermoplastic Page 2 of 3

- **D.** Physical Characteristics. For thermoplastic material heated for 4 hours at 425°F under agitation, conform to the following requirements.
  - a) Color. As determined with a spectrophotometer using D65 illuminant with a 45 degree entrance angle and 0 degree observation angle geometry.

CIELAB Color Coordinates				
	Yellow	White		
Daytime Color (CIELAB)	L* 81.76	L* 93.51		
Spectrophotometer using	a* 19.79	a* -1.01		
illuminant D65 at 45°	b* 89.89	b* 0.70		
illumination and 0° viewing	Maximum allowable	Maximum allowable		
with a 2° observer	variation 6.0∆E*	variation 6.0∆E*		
Nighttime Color (CIELAB)	L* 86.90	L* 93.45		
Spectrophotometer using	a* 24.80	a* -0.79		
illuminant A at 45°	b* 95.45	b* 0.43		
illumination and 0° viewing	Maximum allowable	Maximum allowable		
with a 2° observer	variation 6.0∆E*	variation 6.0∆E*		

- b) Set Time. Use material that, when applied at a temperature range of  $375 \pm 25$  °F and thickness of  $60 \pm 10$  mils, sets to bear traffic in not more than 2 minutes when the air and road surface temperature is approximately  $\geq 50 \pm 3$  °F, and not more than 10 minutes when the air and road surface temperature is approximately  $\leq 50 \pm 3$  °F.
- c) Softening Point. Ensure that the thermoplastic material has a softening point of  $180 \pm 15$  °F.
- **Bond Strength.** Ensure that the bond strength of the thermoplastic material to concrete exceeds 180 psi.
- e) Cracking Resistance at Low Temperature. Ensure that the thermoplastic material shows no cracks when observed from a distance exceeding one foot.
- f) Impact Resistance. Ensure the impact resistance of the thermoplastic material is a minimum of 50 inch-pounds.
- g) Flash Point. Use thermoplastic material that has a flash point not less than 475 °F.
- **E. PACKAGING.** Package thermoplastic material in suitable 50 pound containers to which the material shall not adhere during shipment or storage. Include a label stating that the thermoplastic material is to be maintained with a temperature range of 350 400°F during application. Provide the thermoplastic material in granular form.
- **F. SHELF LIFE.** Ensure that the thermoplastic material conforms to this section for a period of one year. Replace any thermoplastic material not conforming to the above requirements.
- **G. MANUFACTURER'S TESTING.** Perform testing in accordance with AASHTO T-250 on a minimum of one composite sample per 10,000 pounds, or portion thereof, per lot of thermoplastic produced.
- H. CERTIFICATION. Submit manufacturer's certification stating conformance to the requirements of this section for each lot of extruded thermoplastic delivered for use on projects. Clearly state the manufacture, formulation identification, product name, color, date of manufacturer, total quantity of lot produced, actual quantity of thermoplastic material represented, sampling method utilized to obtain the samples, and required manufacturer's testing data for each composite sample tested to represent each lot produced.

Spray Applied Thermoplastic Page 3 of 3

### III. CONSTRUCTION METHODS

- A. SURFACE PREPARATION. The contractor will be required to sweep all pavement surfaces prior to striping and maintain the cleaning operation far enough in advance of the striping operation to prevent any dust from the cleaning operation from mixing with the paint. The sweeper must maintain contact with the roadway. When the Engineer determines abnormal amounts of debris or other material have accumulated beyond the capability of the required sweeping unit which will require shoveling or other means to remove, the Engineer will make arrangements, prior to painting, to have the material removed by the Department.
- **B. INSTALLATION.** Install thermoplastic materials in accordance with Section 714, Durable Pavement Striping, and the following exceptions:
  - Install the thermoplastic materials at a minimum thickness of 60 mils.
  - Ensure the material temperature is maintained between 350 and 400 °F.
  - Do not allow the material temperature to exceed 400°F.
  - Removal of existing stripe on asphalt surfaces is not required.
- **C. RETROREFLECTIVITY.** The Department will evaluate installed markings in accordance with Section 714.03.06, Proving Period for Durable Markings.

### IV. METHOD OF MEASUREMENT

**A. ACCEPTANCE AND PAYMENT.** The Department will accept spray applied thermoplastic materials based on compliance of the manufacturer's certification and conformance of test results obtained by the Department to the requirements of this special note.

Contrary to Section 714.03.08, Acceptance of Non-Specification Thermoplastic Markings, the Department will not accept non-specification compliant markings. Remove non-specification compliant markings by water blasting. The Department will perform random thickness tests on applied markings to determine compliance to thickness requirements

### IV. BASIS OF PAYMENT

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

Code	Pay Item	Pay Unit
24995EC	PAVE STRIPING-SPRAY THERMO-6 IN W	LF
24996EC	PAVE STRIPING-SPRAY THERMO-6 IN Y	LF

The Department will consider payment as full compensation for furnishing all labor, materials, equipment, and incidentals required to construct spray applied thermoplastic payment markings.

### SPECIAL NOTE FOR STAKING

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

- 1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
- 2. 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.
- 3. Produce and furnish to the Engineer "As Built" information for right-turn slip lane and the drainage improvements. For the right turn slip lane, as built information will consist of a record of the final pavement cross slopes every 50 feet. Elevation data is not necessary; simply the cross slope percentage every 50 feet. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures (i.e. box inlets, headwalls, junction boxes, etc.), culvert pipes, and/or box culverts constructed. Final elevation data of the drainage improvements is not necessary.
- 4. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the striping and/or pavement markings.

Staking Page 2 of 2

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

# SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES

The ultimate fixed completion date for this project will be **June 30, 2020**. 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 NOTES FOR GUARDRAIL

### I. DESCRIPTION

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

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

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

### II. MATERIALS

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

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

### III. CONSTRUCTION METHODS

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

Guardrail Page 2 of 3

filling voids left as the result of removing existing guardrail and guard posts with dry sand; temporary pollution and erosion control; disposal of excess, waste materials, and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the engineer.

C. Guardrail. Except as specified herein, construct guardrail system according to Section 719 and the Standard and Sepia Drawings, current editions. Locations listed on the summary and/or shown on the drawings are approximate only. The Engineer will determine the exact termini for individual guardrail installations at the time of construction. Unless directed otherwise by the Engineer, provide a minimum two (2) foot shoulder width. Construct radii at entrances and road intersections as directed by the Engineer.

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

When removing existing guardrail and installing new guardrail, do not leave the blunt end exposed where it would be hazardous to the public. When it is not practical to complete the construction of the guardrail and the permanent end treatments and terminal sections first, provide a temporary end by connecting at least 25 feet of rail to the last post, and by slightly flaring, and burying the end of the rail completely into the existing shoulder. If left overnight, place a drum with bridge panel in advance of the guardrail end and maintain during use.

- **D. Delineators for Guardrail.** Construct Delineators for Guardrail according to Standard Drawing RBR-055 Delineators for Guardrail, current edition.
- **E. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.
- **F.** Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require utilities to be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of guardrail operations at no additional cost to the Department.
- **G. Right of Way Limits**. The Department has not established the exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.

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- **H.** Clean Up, Disposal of Waste. Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- **I. Final Dressing, Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- **J. Erosion Control.** See the Special Note for Erosion Control.

### IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site preparation.** Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to the Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections, as applicable.
- C. Guardrail, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail. The Department will measure according to Section 719.04.
- **D. Delineators for Guardrail.** See Standard Drawing RBR-055 Delineators for Guardrail.
- **E.** Clean Up, Disposal of Waste, Final Dressing, and Seeding and Protection. The Department will NOT measure for payment the operations of: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental. Seeding and Protection will be measured according to Section 212.
- **F. Erosion Control.** See the Special Note for Erosion Control.

### V. BASIS OF PAYMENT

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

### SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

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

1-3725 Typical Section Dimensions 01/02/2012

### TRAFFIC CONTROL PLAN

### TRAFFIC CONTROL GENERAL

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

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

### PROJECT PHASING & CONSTRUCTION PROCEDURES

In general, construction operations shall proceeded as follows:

Phase 1: Construction of the right-turn slip lane;

Phase 2: Construction of the new flashing beacon system;

For all construction activities, maintain one 12 ft. lane of traffic on KY 9 (AA Highway), KY 9 (AA Highway Grayson Spur), and KY 10 (AA Highway) in each direction at all times. This may require part-width construction of certain elements.

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.

### LANE CLOSURES

Contrary to the Standard Specifications, long-term lane closures will not be measured for payment, but will be incidental to the Bid Item for Maintain and Control Traffic.

No lane closures will be allowed on the following dates:

Thanksgiving Holiday
Christmas Holiday
New Year's Holiday
Easter Weekend
Memorial Day Weekend
Thursday, November 28, 2019 – Sunday, December 1, 2019
Tuesday, December 24, 2019 – Wednesday, December 25, 2019
Tuesday, December 31, 2019 – Wednesday, January 1, 2020
Friday, April 10, 2020 – Sunday, April 12, 2020
Friday, May 22, 2020 – Monday, May 25, 2020

Independence Day Friday, July 3, 2020 – Sunday, July 5, 2020

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

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### **ROAD CLOSURES**

When changing from one temporary traffic pattern to another, traffic may be halted for up to 15 minutes. Prior approval by the Engineer will be required for all road closures. It is the intent that all road closures be kept to a minimum time. The contractor is to schedule operations involving road closures so that all work proceeds in an expeditious manner. Liquidated Damages will be assessed at \$1,000 per hour (or prorated portion thereof), for each occurrence, of road closures exceeding 15 minutes.

### **SIGNS**

Sign posts and splices shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. Signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, only long-term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term 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. A quantity of 390 sq. ft. of Temporary Signs has been included for bidding purposes.

### 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. A quantity of 3 (each) Portable Changeable Message Signs has been included for bidding purposes.

### BARRICADES

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

### TEMPORARY ENTRANCES

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

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Except as allowed by the Phasing as specified in the plans, 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 oncoming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer.

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

### PAVEMENT MARKINGS

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

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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.

A quantity of 1500 LF of Temporary Striping (6 in) has been included for bidding purposes. The Contractor and Engineer should work together to determine any locations throughout the project requiring temporary pavement markings. The Engineer will make the final determination as to the quantities and placement of temporary pavement striping.

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### USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

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

### **Application**

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

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

### CMS should not be used for:

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

### 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

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- 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:

word Word	Abbrev	Example
Access	ACCS	ACCIDENT AHEAD/ USE ACCS RD NEXT RIGHT
Alternate	ALT	ACCIDENT AHEAD/ USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/ DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/ MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/ USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/ USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/ MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/ USE I275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/ EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/ DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/ PREPARE TO STOP
Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/ DETOUR EXIT 10
Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/ DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ ALL TRAF EXIT 25
Highway	HWY	ACCIDENT ON AA HWY/ EXPECT DELAYS
Hour	HR	ACCIDENT ON AA HWY/ 2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
Interstate	I	E-BND I64 CLOSED/ DETOUR EXIT 20
Lane	LN	LN CLOSED MERGE LEFT
Left	LFT	LANE CLOSED MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/ SLOW
Major	MAJ	MAJ DELAYS 175/ USE ALT RTE
Mile	MI	ACCIDENT 3 MI AHEAD/ USE ALT RTE
Minor	MNR	ACCIDENT 3 MI MNR DELAY
Minutes	MIN	ACCIDENT 3 MI/ 30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/ USE 1275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
Prepare	PREP	ACCIDENT 3 MI/ PREP TO STOP
Right Road	RGT RD	EVENT PKING NEXT RGT HAZMAT IN RD/ ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/ POSSIBLE DELAYS
Route	RTE	MAJ DELAYS 175/ USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
Slippery	SHLDR SLIP	SLIP COND POSSIBLE/ SLOW SPD
Southbound	S-BND	S-BND 175 CLOSED/ DETOUR EXIT 50
Speed	SPD	SLIP COND POSSIBLE/ SLOW SPD
Sp <b>ecu</b>	51.0	SELL SOLID I GOODDEL DEGIT OF D

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### **Standard Abbreviations** (cont)

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

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

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

### **Typical Messages**

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

Reason/Problem	<u>Action</u>
ACCIDENT	ALL TRAFFIC EXIT RT
ACCIDENT/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	<b>DETOUR XX MILES</b>
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 Action FREEWAY CLOSED PREPARE TO STOP FRESH OIL **REDUCE SPEED** HAZMAT SPILL **SLOW** ICE SLOW DOWN **INCIDENT AHEAD** STAY IN LANE LANES (NARROW, SHIFT, MERGE, ETC.) STOP AHEAD LEFT LANE CLOSED STOP XX MILES LEFT LANE NARROWS **TUNE RADIO 1610 AM USE NN ROAD LEFT 2 LANES CLOSED** LEFT SHOULDER CLOSED **USE CENTER LANE** LOOSE GRAVEL **USE DETOUR ROUTE** MEDIAN WORK XX MILES USE LEFT TURN LANE MOVING WORK ZONE, WORKERS IN ROADWAY **USE NEXT EXIT USE RIGHT LANE** NEXT EXIT CLOSED NO OVERSIZED LOADS WATCH FOR FLAGGER

NO PASSING
NO SHOULDER
ONE LANE BRIDGE
PEOPLE CROSSING
RAMP CLOSED

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

ROAD CLOSED

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

**ROAD WORK** 

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

**ROAD WORK XX MILES** 

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

NEW SIGNAL XX MILES

SLOW 1 (OR 2) - WAY TRAFFIC

SOFT SHOULDER

STALLED VEHICLES AHEAD

TRAFFIC BACKUP

TRAFFIC SLOWS

TRUCK CROSSING

TRUCKS ENTERING

TOW TRUCK AHEAD

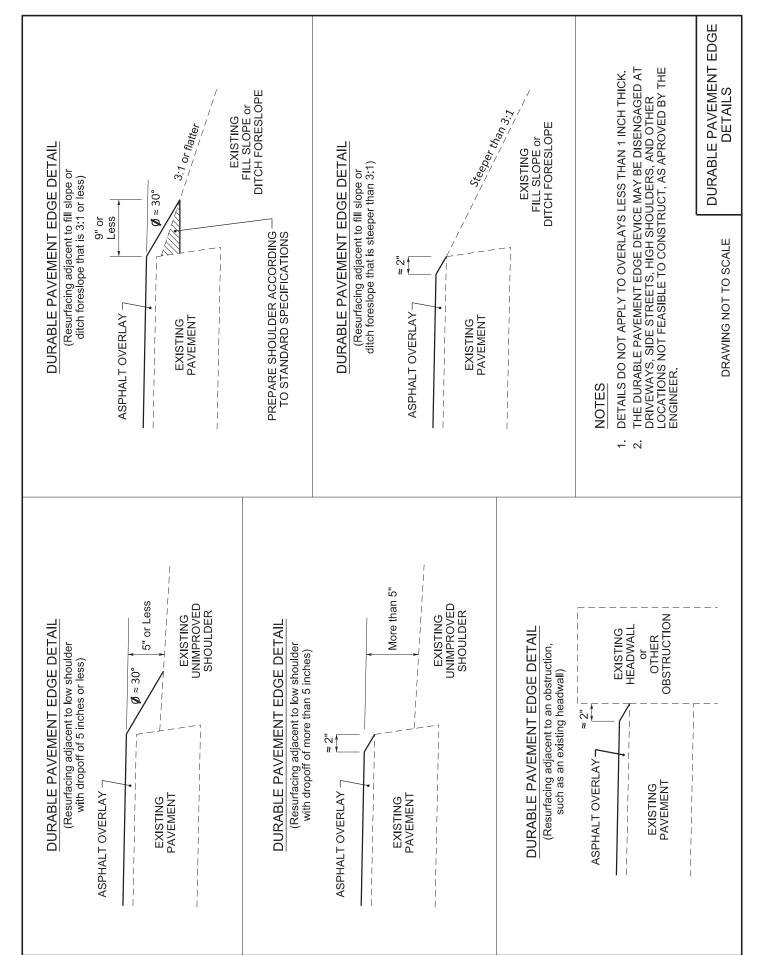
**UNEVEN LANES** 

WATER ON ROAD

**WET PAINT** 

WORK ZONE XX MILES

**WORKERS AHEAD** 





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

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

### **RIGHT OF WAY CERTIFICATION**

	Original		Re-Ce	ertification	1	RIGHT C	F WAY CERTIFICATION	ON
	ITEM	1#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
09-9	007.20			Lewis		12FO FD52 9	9354001D	HSIP 9010297
PRO.	IECT DESC	RIPTIO	V					
Cons	truct a rig	ht turn	slip laı	ne and rec	onstruct the flashing be	acon at the int	tersection of KY-9 &	KY-10 East of Vanceburg
$\boxtimes$				Way Requ				
Const	truction wil	l be with	in the	limits of th	e existing right of way. Th	e right of way w	as acquired in accorda	ince to FHWA regulations
unde	r the Unifo	rm Reloc	ation A	Assistance a	and Real Property Acquisiti	ons Policy Act o	of 1970, as amended. N	lo additional right of way or
reloca				ired for thi				
					of Way Required and Cle			
All ne	cessary rig	ht of wa	y, inclu	iding contro	ol of access rights when ap	plicable, have b	een acquired including	g legal and physical
								may be some improvements physical possession and the
								n paid or deposited with the
								ilable to displaced persons
	uate replac	ement h	ousing	in accorda	nce with the provisions of	the current FHV		, ,
					of Way Required with Ex			
								ne proper execution of the
								n has not been obtained, but
								physical possession and right
					pe paid or deposited with t			e court for most parcels. Just
					of Way Required with E		O AWARD OF CONSCIDEN	ion contract
The a							nplete and/or some pa	rcels still have occupants. All
					nt housing made available			
								necessary right of way will not
					will not be relocated, and/			
					g. KYTC will fully meet all t			
					all acquisitions, relocations reaccount construction.	, and full payme	ents after bid letting ar	na prior to
	umber of Par			THE RESERVE TO A STATE OF THE PARTY OF THE P	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSION	N WITH EXPLANATION
	r of Parcels T							
Signed	Deed							
	nnation					1527		
Signed		IIIse Adı	ditional	Sheet if ned	ressan/l			
Notes	Comments	(OSE Aut	aitioilai	Sheet ii het	.c.ssary)			
		LPA RV	N Proj	ect Manag	ger		Right of Way Sup	pervisor
Print	ed Name				P	rinted Name	Jam	ies R. Mason
Sig	nature					Signature		Digitally signed by James R.
[	Date					Date	- J. R. P.	Mason Date: 2019.07.16 10:50:11 -04'00'
		Right	t of W	ay Directo	r	<u> </u>	FHWA	544.25.25.10.10.30.11 0700
Printe	ed Name					rinted Name		
Sign	nature	D	MI	OV Date:	Ifly signed by DM Loy 2019 07 16 11:26:36			re Regulred
		U	VI L	_Uy Date:	2012/07/10 11/20/30	Signature	as per Fl	HWA-KYTC
	Date			100		Date	Current Stewar	dship Agreement

### UTILITIES AND RAIL CERTIFICATION NOTE

Lewis County - HSIP 9010 (383); FD52 068 0009 007-008 Intersection improvements at KY-9 / KY-10 intersection Item No. 9-9007.20

### **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

**Power distribution route** crossing at approximate station 25+60 and appears to provide service to existing traffic warning signals. Otherwise, these facilities are to remain in place and are not to be disturbed.

**Power transmission route** crosses KY-9 and appears to be outside of the project's limits. These facilities are to remain in place and are not to be disturbed.

A twelve-inch Water facility is located adjacent to the northwest right-of-way line for KY-10. Additionally, there is a ten-inch crossing at approximate station 25+10 southwest of the KY-9 / KY-10 intersection. These facilities are to remain in place and are not to be disturbed.

\*The Contractor is fully responsible for protection of all utilities on the project, listed or not\*

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

AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

N/A

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

N/A

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

N/A

THE FOLLOWING RAIL COM	PANIES HAVE FACILITIES IN CONJUNCTION W	ITH THIS PROJECT AS NOTED
☑ No Rail Involved	☐ Minimal Rail Involved (See Below)	☐ Rail Involved (See Below)

### UTILITIES AND RAIL CERTIFICATION NOTE

Lewis County - HSIP 9010 (383); FD52 068 0009 007-008 Intersection improvements at KY-9 / KY-10 intersection Item No. 9-9007.20

### UNDERGROUND FACILITY DAMAGE PROTECTION - BEFORE YOU DIG

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

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

### SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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

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

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

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

Lewis County - HSIP 9010 (383); FD52 068 0009 007-008 Intersection improvements at KY-9 / KY-10 intersection Item No. 9-9007.20

### **AREA UTILITIES CONTACT LIST**

<u>Util</u>	lity Company/Agency	Contact Name	Contact Information
1.	Fleming-Mason Energy Co-Op	Brandon Hunt	1449 Elizaville Road P. O. Box 328 Flemingsburg, KY 41041 606-845-2661
2.	Electric Plant Board-City of Vanceburg	Bill Stone	191 Front Street P.O. box 489 Vanceburg, KY 41179 606-796-6311
3.	Western Lewis – Rectorville Water & Gas Dist.	Chad Clark	8044 KY-3161 Maysville, KY 41056 606-742-0014
4.	Garrison -Quincy -KY-O-Heights Water District	John Pierce	P.O. Box 279 Garrison, KY 41141 606-757-4898
5.	Columbia Gas Transmission	John Pfost	1675 Muddy Creek Pike Winchester, KY 40391 859-745-6415
6.	Texas Eastern Transmission / Enbridge Gas Transmission / Spectra Energy Transmission	Doug Barnes	P.O. Box 305001 Marriott Drive Suite 600 Nashville, TN 37230 615-872-5100
7.	Windstream Communications	Chris Barker	1715 East Broadway Street Campbellsville, KY 42718 606-784-4140

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.

# Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS

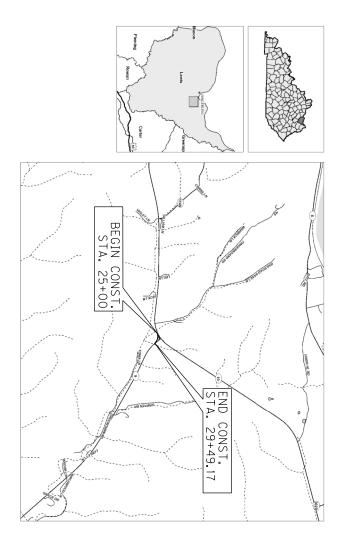
LEWIS

9-9007.20 ITEM NO.

LEWIS COUNTY

AA HIGHWAY (KY 9)

HSIP 9010 (297)





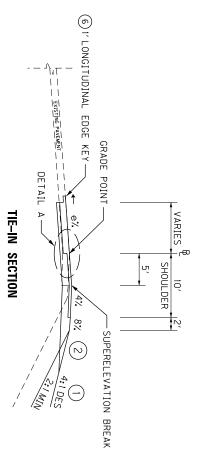
LAYOUT SHEET

SCALE IN MILES

## TYPICAL SECTIONS



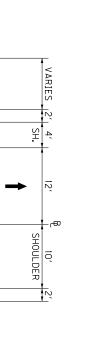


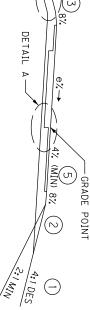


1.5" CL3 ASPH. SURF. 0.38B PG64-22-

1.5" CL3 ASPH. SURF. 0.38B PG64-22-

3" CL3 ASPH. BASE 1.00D PG64-22-FULL DEPTH CRUSHED STONE BASE-





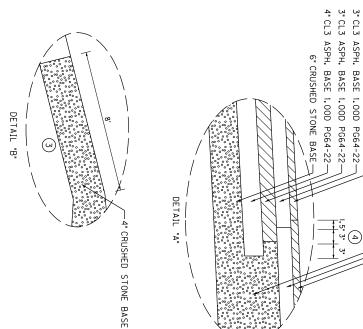
## DETAIL B DETAIL A SUPERELEVATED SECTION

### **GENERAL NOTES**

- (1) SEE CROSS SECTIONS FOR SLOPES OUTSIDE THE LIMITS OF THE SHOULDER.
- (2) ASPHALT SEAL REQUIRED FROM EDGE OF PAVED SHOULDER TO A POINT 2 FEET DOWN THE DITCH OR FILL SLOPE.
- (3) ASPHALT SEAL REQUIRED FROM EDGE OF PAVED SHOULDER TO A POINT 8 FEET DOWN THE DITCH OR FILL SLOPE.
- (4) STEP ALL ASPHALT LIFTS OUT A DISTANCE EQUAL TO THE THICKNESS OF THE LIFT ABOVE.
- (5) SUPERELEVATED SHOULDERS, CONSTRUCT TO STANDARD SUPERELEVATION EXCEPT NOT FLATTER THAN SLOPES INDICATED FOR NORMAL SHOULDER SLOPES.
- (6) KEY IN SURFACE AND TOP LIFT OF BASE.

## **FULL DEPTH PAVEMENT**

1.5° CL3 ASPH SURF 0.38B P064-22 3° CL3 ASPH BASE 1.0D P064-22 3° CL3 ASPH BASE 1.0D P064-22 4° CL3 ASPH BASE 1.0D P064-22 6° CRUSHED STONE BASE



## SHOULDER PAVEMENT

1.5°CL3 ASPH SURF 0.38B PG64-22 3°CL3 ASPH BASE 1.0D PG64-22 13°CRUSHED STONE BASE

## **ASPHALT SEAL (2 COATS)**

ASPHALT SEAL COAT 2,40 LBS/SQYD ASPHALT SEAL AGGREGATE 20 LBS/SQYD

TYPICAL SECTIONS

N. T. S.

PAVE STRIPING-SPRAY THERMO-6 IN Y PAVE STRIPING-SPRAY THERMO-6 IN W PAVEMENT MARKING THERMO CHEVRON BARCODE SIGN INVENTORY

REMOVE PAVEMENT MARKER

EACH SOFT EACH EACH

661 92 6546 6572

6511

6576

20550ND

21289ED 21373ND

REMOVE SIGN SAWCUT PAVEMENT PAVE MARKING - THERMO ONLY DOTTED LANE LINE EXTENSION - 6 INCH PAVE STRIPING-THERMO-12 IN W PAVE STRIPING-TEMP PAINT-6 IN

LONGITUDINAL EDGE KEY

23875NC 22400NN

REMOVE THERMOPLASTIC ARROWS

PAVEMENT MARKING THERMO YIELD BAR-36 IN REMOVE & RELOCATE SIGN ASSEMBLY

EACH EACH

220

215 0

NOTES
ALL ASPHALT MIXTURES SHALL BE
ESTIMATED AT 110 LBS. PER SO. YD.
PER INCH OF DEPTH, UNLESS NOTED

EACH ς 두

24679ED 2463IEC 22520EN 5985

5964 5963

5992 6406 6407 6410

SBM ALUM SHEET SIGNS .080 IN SBM ALUM SHEET SIGNS .125 IN STEEL POST TYPE I

TON SOFT LF

36.77 22.93 151

1500 167

84

SOYD TON SOYD SOYD

3,107

.9 0.2 0.2

NOT

1,554 2,082

AGRICULTURAL LIMESTONE SEEDING AND PROTECTION MAINTENANCE FERTILIZER INITIAL FERTILIZER TEMP SEEDING AND PROTECTION

2707 2708 2726 5950 5952 5953

STAKING CLEAN SILT TRAP C CLEAN SILT TRAP B CLEAN SILT TRAP A SILT TRAP TYPE C SILT TRAP TYPE B SILT TRAP TYPE A SHOULDER RUMBLE STRIP

TEMP MULCH

EROSION CONTROL BLANKET

SOYD

138

EACH EACH EACH EACH EACH EACH

2706 2705

2650 2671 2696 2701 2703 2704

TEMP SILT FENCE

225 450 2600

MAINTAIN AND CONTROL TRAFFIC
PORTABLE CHANGEABLE MESSAGE SIGN GEOTEXTILE FABRIC TYPE 4 FOR PIPE

> SOYD ۲ SOFT LS

306

2569

DEMOBILIZATION

TEMP. SIGNS

2484 2545 2562

CLEARING AND GRUBBING (5)

CHANNEL LINING CLASS III REMOVE GUARDRAIL END TREATMENT

Į N EACH

158

390

2351 2367 2381 2396

2242

2160 1982 2091 2159

TEM

2230

## GENERAL SUMMARY

## **PAVING AREAS**

LEWIS	COUNTY OF
9-9007.20	ITEM NO.

DESCRIPTION	TIND	SLIP LANE	TOTAL PROJECT
DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	EACH		10
REMOVE PAVEMENT	SOYD		235
TEMP DITCH	ᄕ		225
CLEAN TEMP DITCH	ᄕ		113
EMBANKMENT IN PLACE (A)	CUYD		3,621
WATER FOR DUST CONTROL (4)	MGAL		2
GUARDRAIL-STEEL W BEAM-S FACE	두		550
GUARDRAIL END TREATMENT TYPE I	EACH		_
REMOVE GUARDRAIL	두		500

DESCRIPTION	UNIT	TOTAL PROJECT
1.5° CL3 ASPH SURF 0.38B PG 64-22	SOYD	1,075
3" CL3 ASPH BASE 1.0D PG 64-22	SOYD	1,085
3" CL3 ASPH BASE 1.0D PG 64-22	SOYD	488
4" CL3 ASPH BASE 1.0D PG 64-22	SOYD	509
6" CRUSHED STONE BASE	SOYD	536
13° CRUSHED STONE BASE	SOYD	618
ASPHALT SEAL COAT	SOYD	322
ASPHALT SEAL AGGREGATE	SOYD	322

## PAVING SUMMARY

ITEM	DESCRIPTION	TINU	TOTAL PROJECT
3	CRUSHED STONE BASE ①②	TON	925
100	ASPHALT SEAL ACCRECATE ③	TON	3.22
103	ASPHALT SEAL COAT ③	TON	0.78
214	CL3 ASPH BASE 1.0D PG 64-22	TON	260
388	CL3 ASPH SURF 0.38B PG 64-22	TON	89
24970EC	ASPHALT MATERIAL FOR TACK NON TRACKING	TON	_

## PIPE DRAINAGE SUMMARY

PROJECT TOTAL	27+25	UNIT TO BID	ITEM CODE	
AL	40° LT.	D	М	SKEW
	Z			DESIGN pH LEVEL
102	102	ᄕ	462	CULVERT PIPE 18 IN
-	_	EACH	1204	PIPE CULVERT HEADWALL 18 IN
-	-	EACH	1496	DBI TYPE 3
				REMARKS

$\Theta$
278 TONS ADDED FOR CRUSHED STONE BASE WEDGE

OTHERWISE.

0 ESTIMATED AT 115 LBS/SOYD/IN

= 2

 $\Theta$ TWO APPLICATIONS
20 LBS/SOYD ASPHALT SEAL AGGREGATE
2.4 LBS/SOYD ASPHALT SEAL COAT

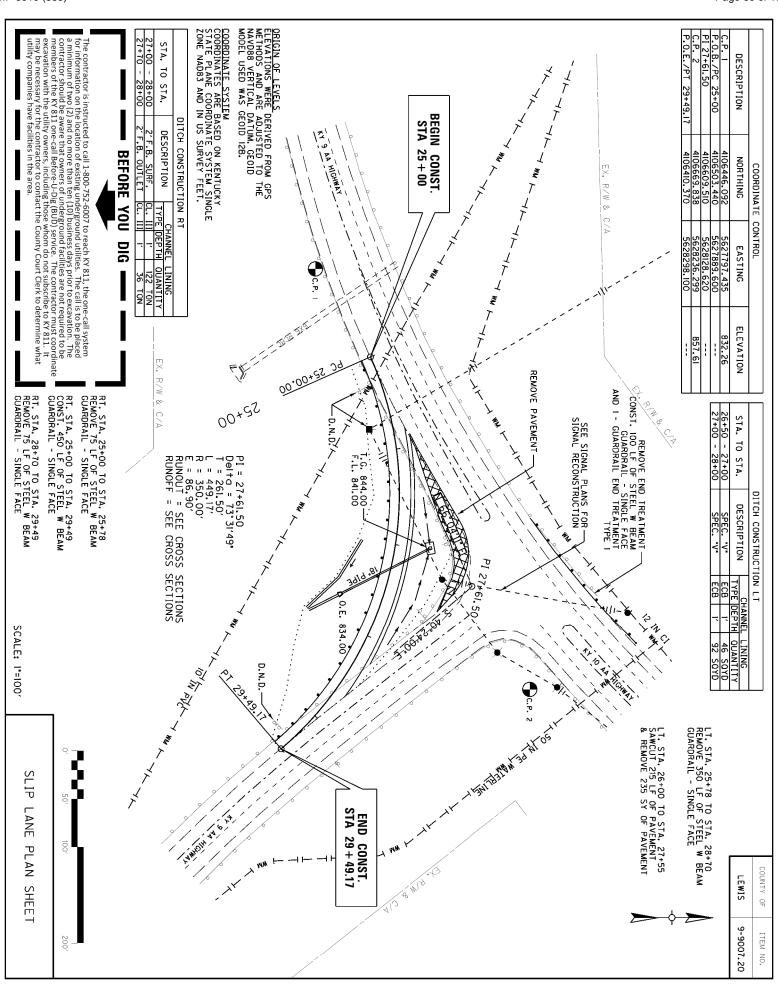
ຝ FOR DUST CONTROL CAUSED BY TRAFFIC. ESTIMATED AT 50 MGAL/MILE.

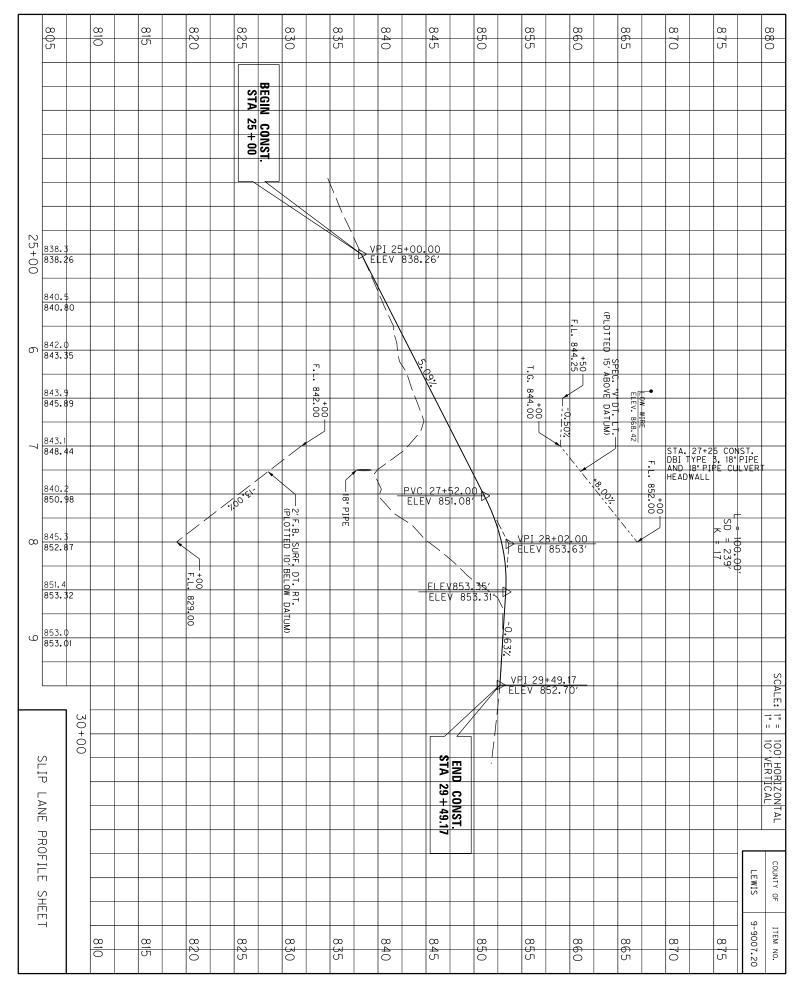
**6** APPROXIMATELY 0.64 ACRES

> EMB BENCH EMB TOTAL EXC COMMON MB BENCH SD LT SD RT 2,692 929 1,240 178 929 102 31 CU. YDS. 2222 CU. CU. YDS. 70S. 70S.

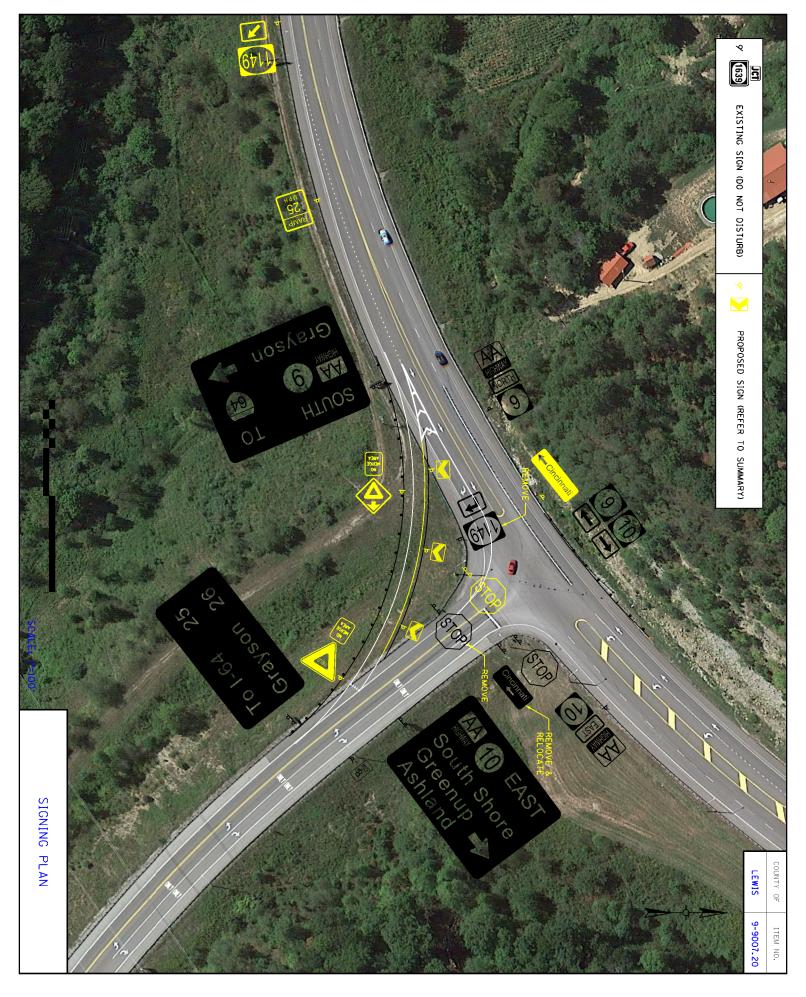
@ PROJECT EARTHWORK TOTALS

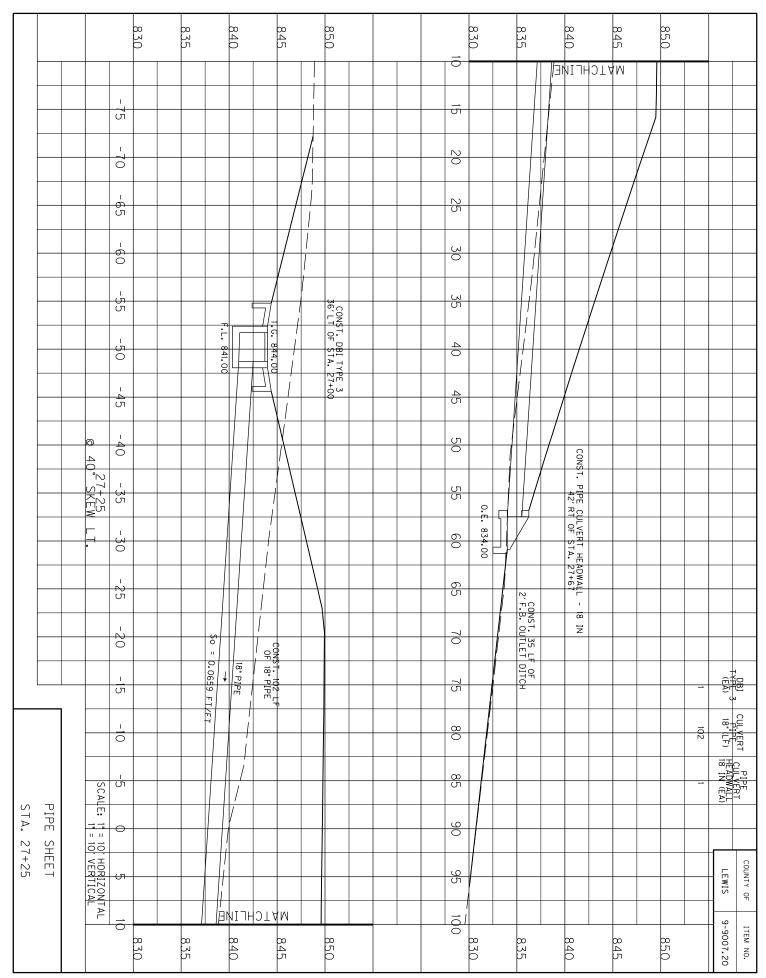
SUMMARY SHEET

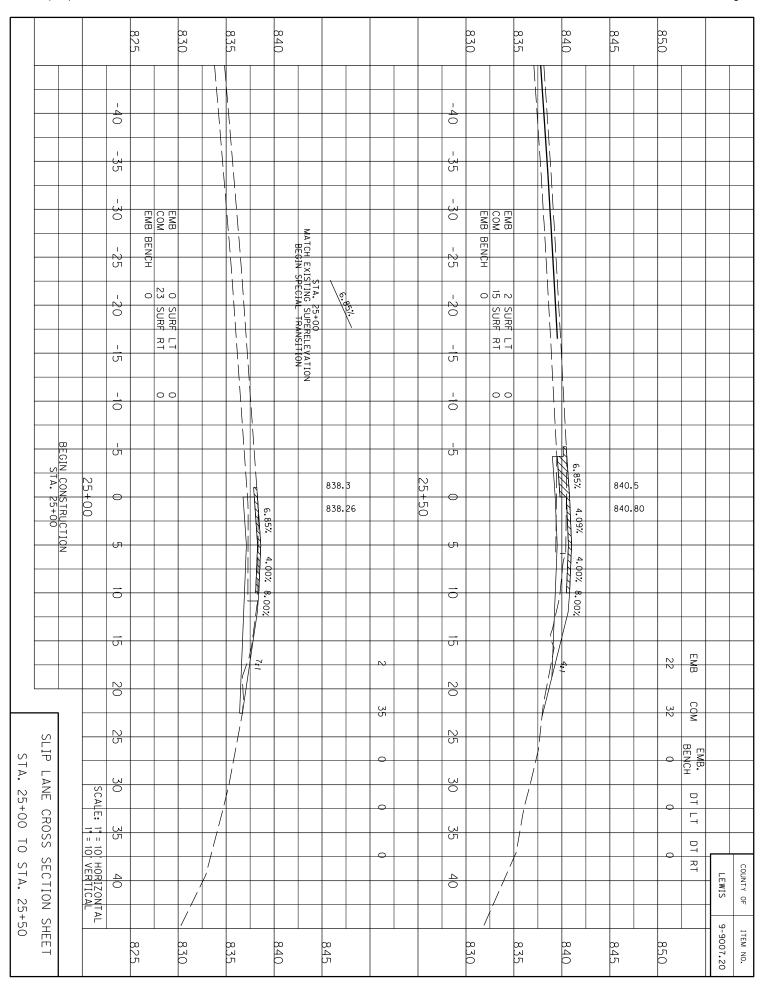




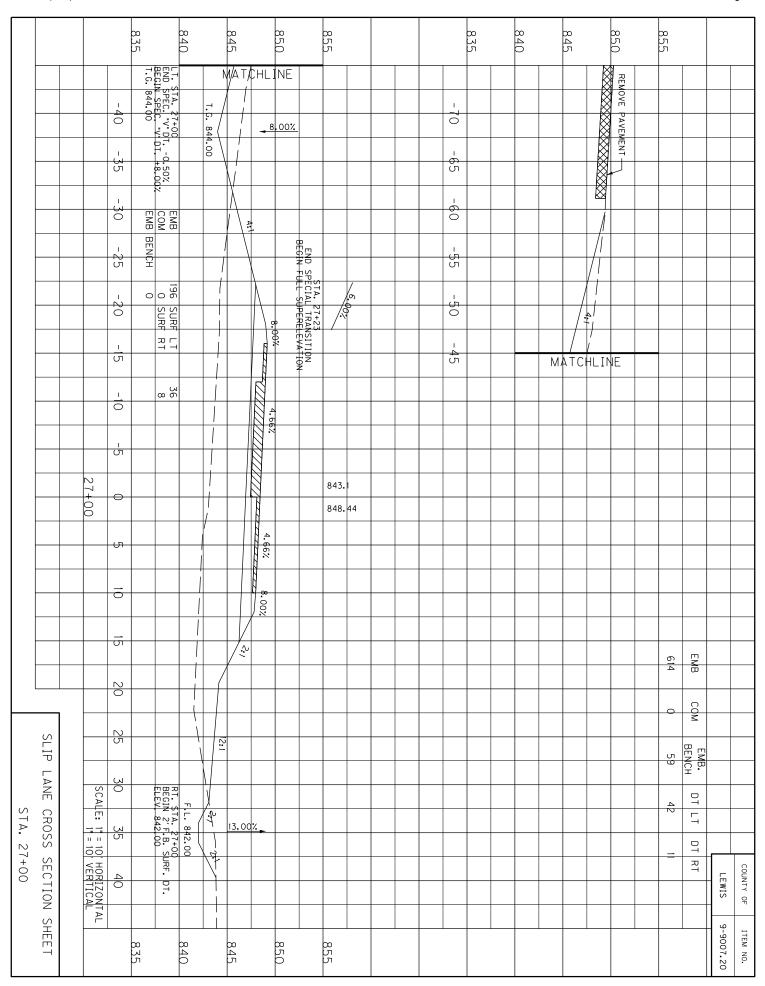


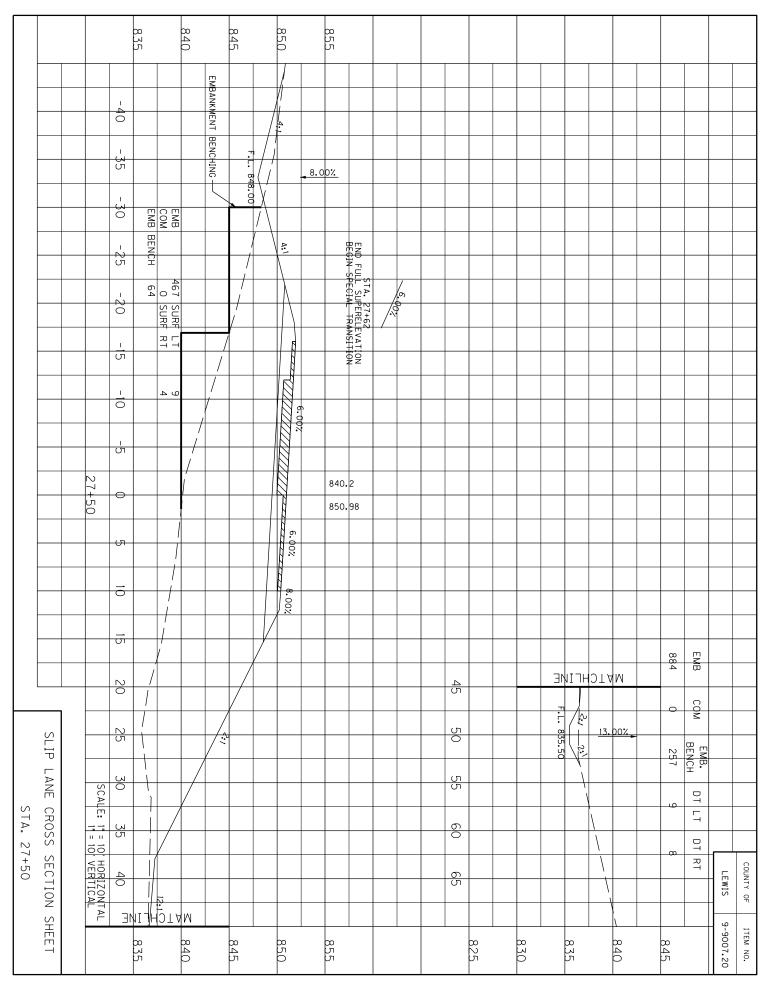


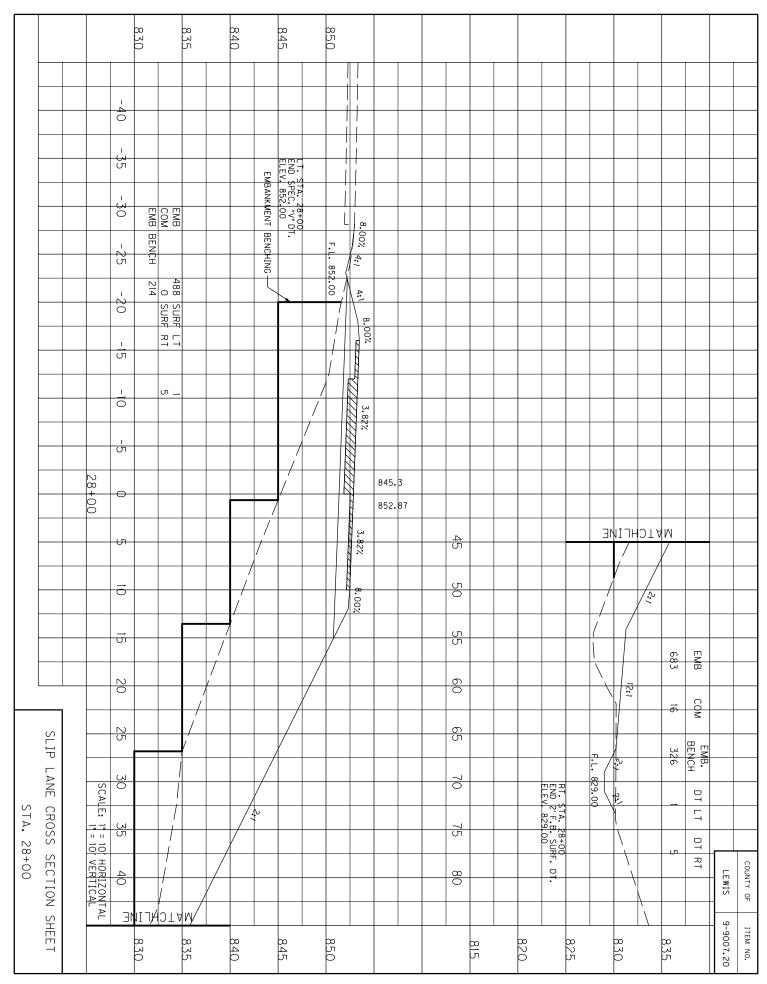


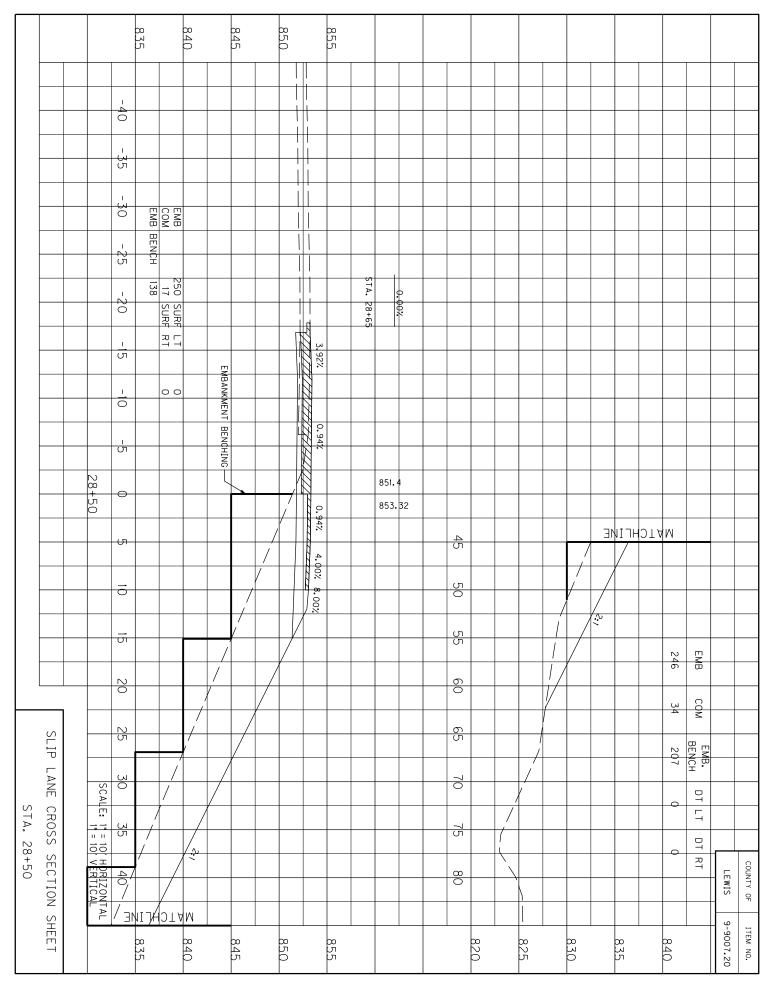


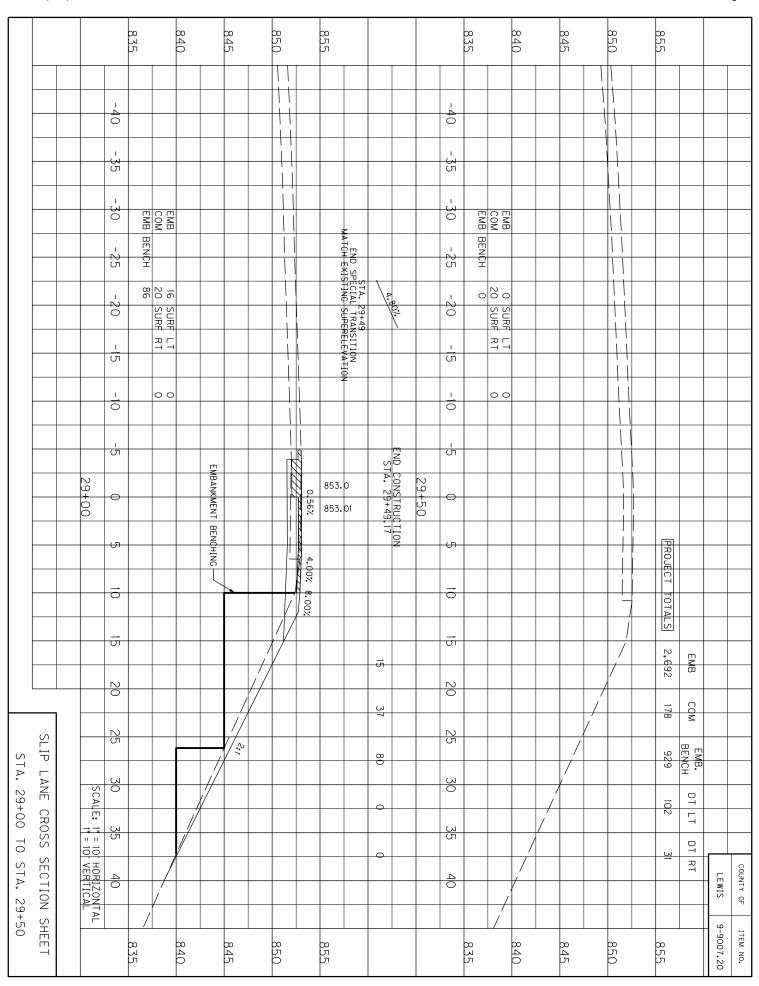
		830	835	840		845	850					835	01	0 2 0		845		850	855		
	-40										-40			BEGIN BEGIN			REMOVE				
	S S										-35			STA. 26+50 N SPEC. "V"			VE PAVEMENT				
	-30	EMB	EM		REMOVE						-30	EX	EMB	DT.		 	TN T				
	- <del>2</del> 5	B BENCH	₩		VE PAVEMEN						- 25	B BENCH	K B		F.L. 842		0.50	0%_			
		0 20					STA.	•				0 (	<sub>3</sub> 13		44.25	A:-					
	20		SURF LT		1.94%		26+20	0%			20 -		SURF LT			8.00%					
	J.										ज										
	0	0	0		1.94% 1.17%						0		9			1.74%					
	Un Un										2										
	26+00				1.17%		842.			26+50	0					1.7		843. 845.			
	Un Un										U1					74%. 4.					
					4.00% 8.00%						<del>-</del>				#	4.00% 8.00%					
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				3:/					2						 				_w_	СОМ	
SLIP L	25								0		25				 				0	EMB. BENCH	
LANE CR	30 SCALE:		,						00		30				<u> </u> 				42	DT LT	
CROSS SI	" " Q		1/						0		<u>7</u>									DT	
SECTION	40 10 HORIZONTAL 10 VERTICAL		/								40									RT	LEWIS
SHEE	AL	830	835	840		845	850	$\Box$		+		835	0 10	0	I 	845		850	855		9-9007.20







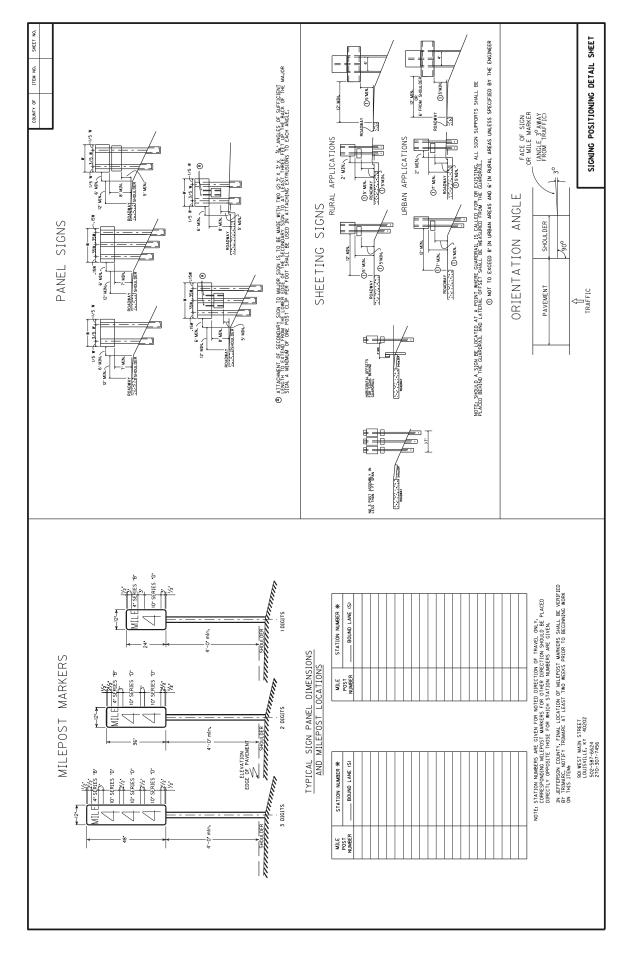


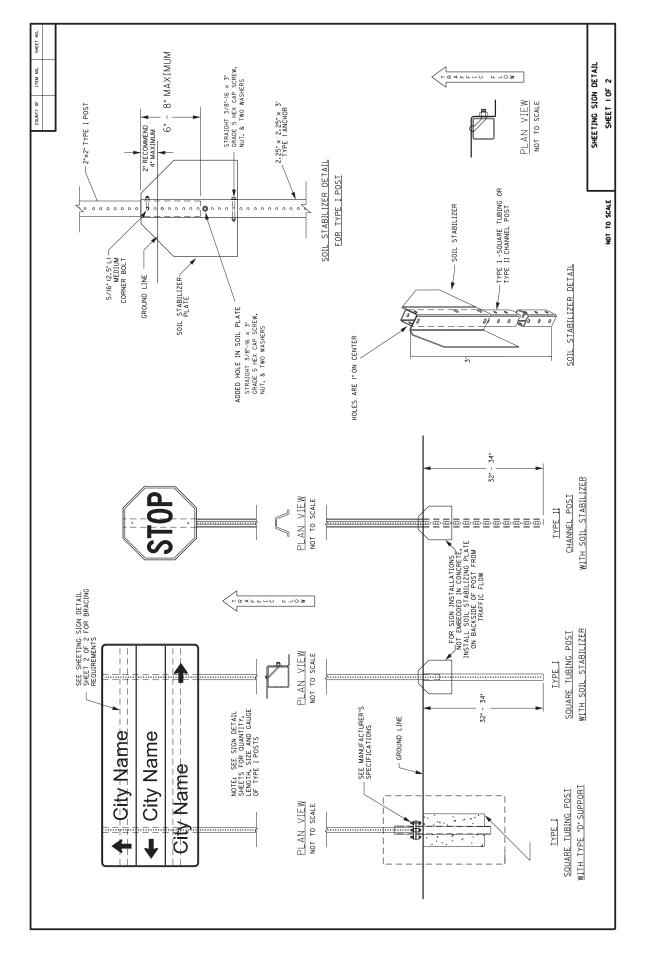


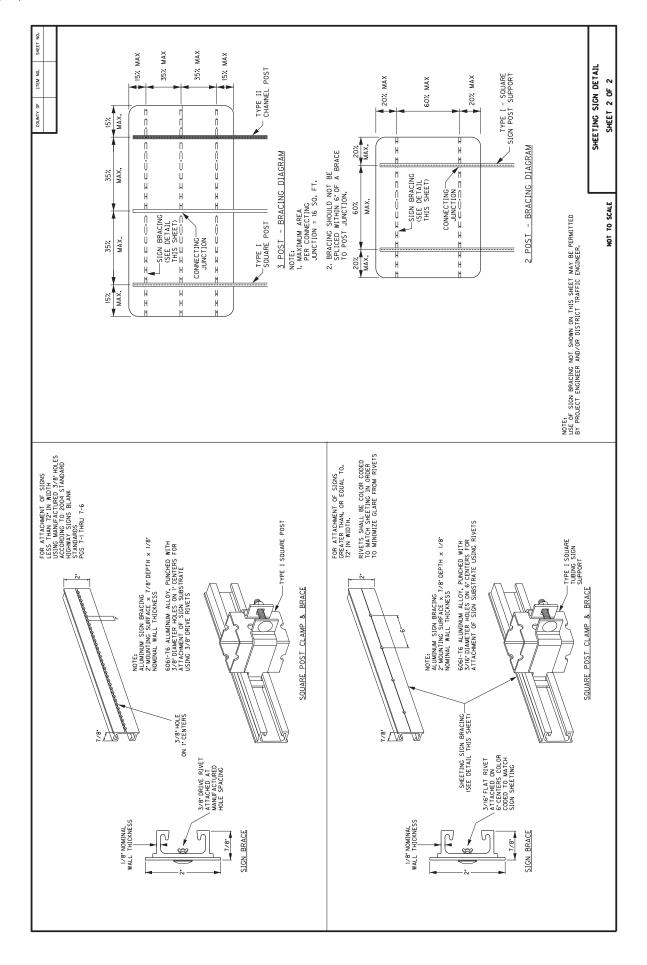
Text/ blackground         Background Sheeting Signs         Sheet Signs         Signs Signs         Signs Signs         Sheeting Signs         Signs Signs         Type Signs         Req'd Signs Signs         Stiff metalt Including Signs         Stiff metalt Including Signs         Stiff metalt Including Signs         Type Signs	Sign Dimensions Symbol         Text/ Color         Background Sheeting Signs Signs Sygns         Sheet Sygns Olimensions Symbol Color Type         Sheet Sygns Signs Signs Signs Signs Signs Signs Sygns Signs Sygns Sygns Sygns Signs Sygns Sygn	SIGN LOCATION	SIGNIOCATION	ГОСАТІОМ					S	Sign Summary		Lewis	Lewis County SHEETING		AA Highway SBM Alum SBM Alum	ay SBM Alum				2-1/4"	TOTAL	Barcode
Black         FL Vellow         IX         3.00         Stnd w/ Soil Plate         1         11         15         15           Black         Yellow         III or IV         6.25         Stnd w/ Soil Plate         1         15         15           Black         FLYellow         IX         3.00         Stnd w/ Soil Plate         1         11         11         11           Black         FLYellow         IX         3.00         Stnd w/ Soil Plate         2         15         30           Black         Yellow         IX         3.00         Stnd w/ Soil Plate         2         15         30           Black         FLYellow         IX         5.00         Stnd w/ Soil Plate         2         15         30           Black         White         III or IV         5.00         Stnd w/ Soil Plate         1         13         13           Black         White         III or IV         2.19         Stnd w/ Soil Plate         1         13         13           White         Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         2	Black         FL Vellow         IX         3.00         Stnd w/ Soil Plate         1         11         15         15           Black         Yellow         III or IV         6.25         Stnd w/ Soil Plate         1         15         15           Black         Yellow         III or IV         3.00         Stnd w/ Soil Plate         1         11         11           Black         FL Yellow         IX         3.00         Stnd w/ Soil Plate         1         11         11           White         Red         IX         3.00         Stnd w/ Soil Plate         2         15         30           Black         Yellow         IX         5.00         Stnd w/ Soil Plate         2         11         12           Black         White         III or IV         5.00         Stnd w/ Soil Plate         1         12         12           Black         White         III or IV         2.19         Stnd w/ Soil Plate         1         13         13           Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         26           Red         IX         0.83         10.00         Stnd w/ Soil Plate         2         13	Side Approx Approx Mile Traffic Code Sign Description Sign Text / Road (ft) Point Traveling Approx Point Traveling Road (ft) Sign Description Sign Text / Sign Text / Sign Description Sign Text / Sign T	Approx Approx Facing MUTCD Sign Description Offset (tt) Fertin Point Traveling	Approx. Facing MUTCD Sign Description Station Point Traveling	Approx. Facing MUTCD Sign Description Mile Traffic Code Point Traveling	Facing MUTCD Sign Description Traffic Code Traveling	MUTCD Sign Description Code		Sign Text / Remarks		Sign Dimensions (in x in)	Text/ Symbol Color	Background Color		Sheet Signs 0.080 IN (SQ FT)	Sheet Signs 0.125 IN (SQ FT)	Installation Type			Stiffener Req'd (incdntl to post)	Estimated Sign Post Length (LF)	Sign Inv. (EACH)
Red, White & Yellow         Ill or IV         6.25         Stnd w/ Soil Plate         1         15         15           Black         FLYellow         III or IV         3.00         Stnd w/ Soil Plate         1         11         11         11           Black         FLYellow         IX         3.00         Stnd w/ Soil Plate         1         11         11         11           White         Red         IX         3.00         Stnd w/ Soil Plate         2         15         30         30           Black         Yellow         IX         5.00         Stnd w/ Soil Plate         2         11         22         12           Black         White         III or IV         5.00         Stnd w/ Soil Plate         1         12         12         12           Black         White         III or IV         5.00         Stnd w/ Soil Plate         1         13         13         13           Black         White         III or IV         5.00         Stnd w/ Soil Plate         2         13         13         13           Black         White         III or IV         2.13         1         13         13         13           Red         IX         0.	30 x 30   Red, White & Yellow   III or IV   6.25   Sind w/ Soil Plate   III   IS   Sind w/ Soil Plate   III   II	LT 20 26+25 0.497 EB W1-8R Right Chevron	20 26+25 0.497 EB W1-8R	0.497 EB W1-8R	0.497 EB W1-8R	W1-8R		Right Chevron			×	Black	FL Yellow	×	3.00		Stnd w/ Soil Plate	1	11		11	1
Black   Yellow   III or IV   3.00   Stnd w/ Soil Plate   1   11   11   11   11   11   11   1	Black   Yellow   III or IV   3.00   Stnd w/ Soil Plate   1   11   11   11   11   11   11   1	RT 12 26+50 0.502 EB W3-2 Yield Ahead	12 26+50 0.502 EB W3-2	0.502 EB W3-2	0.502 EB W3-2	W3-2		Yield Ahead			30	Red, White & Black		III or IV	6.25		Stnd w/ Soil Plate	1	15		15	2
Black   FLYellow   IX   3.00   Stnd w/ Soil Plate   1   11   11   11   11   11   11   1	Black   FLYellow   IX   3.00   Stnd w/ Soil Plate   1   11   11   11   11   11   11   1	EB W4-5P No Merge Area	W4-5P	W4-5P	W4-5P	W4-5P		No Merge Area			×	Black	Yellow	III or IV	3.00							
Black   FL Yellow   IX   3.00   5.93   Stnd w/ Soil Plate   1   11   11   11   11   11   11   1	Shack   FLYellow   IX   3.00   Stnd w/ Soil Plate   1   11   11   11   11   11   11   1	LT 20 27+05 0.512 EB W1-8R Right Chevron	20 27+05 0.512 EB W1-8R	0.512 EB W1-8R	EB W1-8R	W1-8R		Right Chevron			×	Black	FL Yellow	XI	3.00		Stnd w/ Soil Plate	1	11		11	1
White         Red         IX         5.00         Stnd w/ Soil Plate         2         15         30         30           Black         Yellow         III or IV         5.00         Stnd w/ Soil Plate         2         11         22         12           Black         White         III or IV         5.00         Stnd w/ Soil Plate         1         12         12         12           Black         White         III or IV         5.00         Stnd w/ Soil Plate         1         13         13         13           White         Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         2         1           Red         Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         26         1	White         Red         IX         3.00         Stnd w/ Soil Plate         2         15         30         30           Black         Yellow         III or IV         5.00         Stnd w/ Soil Plate         2         11         22         12           Black         White         III or IV         5.00         Stnd w/ Soil Plate         1         12         12         12           White         Red         IX         2.19         Stnd w/ Soil Plate         1         13         13         13         13           Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         26         2         14           Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         26         2         1           Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         26         2         1	LT 20 27+85 0.527 EB W1-8R Right Chevron	20 27+85 0.527 EB W1-8R	0.527 EB W1-8R	0.527 EB W1-8R	W1-8R		Right Chevron			18 x 24	Black	FL Yellow	XI	3.00		Stnd w/ Soil Plate	1	11		11	1
24         Black         Yellow         Ill or IV         3.00         Stnd w/, Soil Plate         2         1.5         3.0           30         Black         FL Vellow         IX         5.00         Stnd w/, Soil Plate         1         1.2         1.2           24         Black         White         III or IV         5.00         Stnd w/, Soil Plate         1         1.3         1.3           15         Black         White         III or IV         2.19         Stnd w/, Soil Plate         1         1.3         1.3           48         White         II or IV         2.19         Stnd w/, Soil Plate         2         1.3         1.3           60         Red         Red         IX         0.83         16.00         Stnd w/, Soil Plate         2         1.3         26	24         Black         Yellow         Ill or IV         3.00         Stnd w/ Soil Plate         2         1.5         5.00         Stnd w/ Soil Plate         1         1.2         1.3         1.3         1.3         1.3         1.3	The second second control of the second cont	13 28.5E A E43 EB R1-2	6 EB R1-2	6 EB R1-2	R1-2		Yield		_	48× 48 × 48	White	Red	XI		6.93	otale lies / bests	٠	15		00	r
Strict of Section   Strict of Soil Plate   2   11   12   12   12   13   14   15   15   15   15   15   15   15	Sind w/ Soil Plate   2   11   12   22   22   23   24   24   25   24   25   24   25   24   25   24   25   25	77 70±03	12 28+03 0.343 EB W4-5P	U.343 EB W4-5P	U.343 EB W4-5P	W4-5P		No Merge Area			18 × 24	Black	Yellow	III or IV	3.00		ould w/ soll ridle	7	Ç		00	7
Stud w/ Soil Plate   2   11   22   22   23   24   24   25   25   25   25   25   25	Stud w/ Soil Plate   2   11   22   22   23   24   24   25   24   25   24   25   24   25   24   25   25	AA Highway	AA Highway	AA Highway	AA Highway	AA Highway	ghway															
Sing   Black   FL Yellow   IX   5.00   Stnd w/ Soil Plate   1   12   12   12   13   13   13   13	Since   Black   FL Yellow   IX   5.00   Stnd w/ Soil Plate   1   12   12   12   13   14   15   15   15   15   15   15   15	LT 36 NB D1-1 Destination (1 line) "Cincinnati"	36 NB D1-1 Destination (1 line)	D1-1 Destination (1 line)	D1-1 Destination (1 line)	D1-1 Destination (1 line)	Destination (1 line)		"Cincinnati"								Stnd w/ Soil Plate	2	11		22	
24         Black         White         III or IV         5.00         Stnd w/ Soil Plate         1         13         13         13           48         White         III or IV         2.19         Stnd w/ Soil Plate         2         13         13           48         White         Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         26           60         Red         Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         26	24         Black         White         III or IV         5.00         Stnd w/ Soil Plate         1         13         13           15         Black         White         III or IV         2.19         2         13         26           48         White         Red         IX         0.83         16.00         Stnd w/ Soil Plate         2         13         26           60         Red         Red         IX         0.83         0.83         26         2           60         Red         Red         IX         0.83         2         1         2         1           60         Red         Red         IX         0.83         2         1         2         1	RT 36 NB W13-3 Ramp - XX MPH "25"	36 NB W13-3 Ramp - XX MPH	W13-3 Ramp - XX MPH	W13-3 Ramp - XX MPH	W13-3 Ramp - XX MPH	Ramp - XX MPH		52		×	Black	FLYellow	X	5.00		Stnd w/ Soil Plate	1	12		12	1
15 Black White Red IX 0.83 Sind w/, Soil Plate 2 13 26 26 26 26 27 28 28 28 28 28 28 28 28 28 28 28 28 28	15 Black White Red IX 0.83 Sind w/ Soil Plate 2 13 26 26 26 8ed IX 0.83 Sind w/ Soil Plate 60 Red IX 0.83 Si	Tale Note Sign (3 or 4 "1149" "1149" "1149"	25 State Route Sign (3 or 4 digit)	M1-5A State Route Sign (3 or 4 digit)	M1-5A State Route Sign (3 or 4 digit)	M1-5A State Route Sign (3 or 4 digit)	State Route Sign (3 or 4 digit)		"1149"		×	Black	White	III or IV	2.00		otala lios / m bats	,	20		13	ر
8         White         Red         IX         16.00         Stnd w/ Soil Plate         2         13         26           60         Red         Red         IX         0.83         Red         Red         IX         0.83         Red         Red         Red         IX         0.83         Red         Red <t< td=""><td>48         White         Red         IX         16.00         Strid w/ Soil Plate         2         13         26           60         Red         IX         0.83         Red         IX         0.83         Red         Red</td><td>on on</td><td>N6-2R</td><td>M6-2R</td><td>M6-2R</td><td>M6-2R</td><td></td><td>Upward Right Diagonal Arrow</td><td></td><td></td><td>21 × 15</td><td>Black</td><td>White</td><td>III or IV</td><td>2.19</td><td></td><td>Stild W/ SOII Flate</td><td>-</td><td>9</td><td></td><td>ÇŢ</td><td>٧</td></t<>	48         White         Red         IX         16.00         Strid w/ Soil Plate         2         13         26           60         Red         IX         0.83         Red         IX         0.83         Red	on on	N6-2R	M6-2R	M6-2R	M6-2R		Upward Right Diagonal Arrow			21 × 15	Black	White	III or IV	2.19		Stild W/ SOII Flate	-	9		ÇŢ	٧
48         White         Red         IX         16.00         Stnd w/ Soil Plate         2         13         26           60         Red         Red         IX         0.83         Red         IX         0.83         Red         Red         0.83	48         White         Red         IX         16.00         Strd w/ Soil Plate         2         13         26           60         Red         Red         IX         0.83         Red         <	KY 9 Spur	KY 9 Spur	KY 9 Spur	KY 9 Spur	KY 9 Spur	Spur			-												
x 60 Red Red IX x 60 Red IX	x         60         Red         Red         IX           x         60         Red         IX           Existing DND	Stop	Stop	Stop	Stop	Stop	Stop	Stop		_		White	Red	XI		16.00	Stnd w/ Soil Plate	2	13		56	1
x 60 Red Red IX	x 60         Red         IX           Existing DND         IX	LT 42 NB R1-1 Red Post Reflector	42 NB R1-1	R1-1	R1-1	R1-1		Red Post Reflector			×	Red	Red	XI	68.0							
	Existing DND	Red Post Reflector	Red Post Reflector	Red Post Reflector	Red Post Reflector	Red Post Reflector	Red Post Reflector	Red Post Reflector		_	×	Red	Red	XI	68.0							
2 x 60 Red Red IX 0.83		Red Post Reflector	Red Post Reflector	Red Post Reflector	Red Post Reflector	Red Post Reflector	Red Post Reflector	Red Post Reflector			2 x 60	Red	Red	×	0.83							

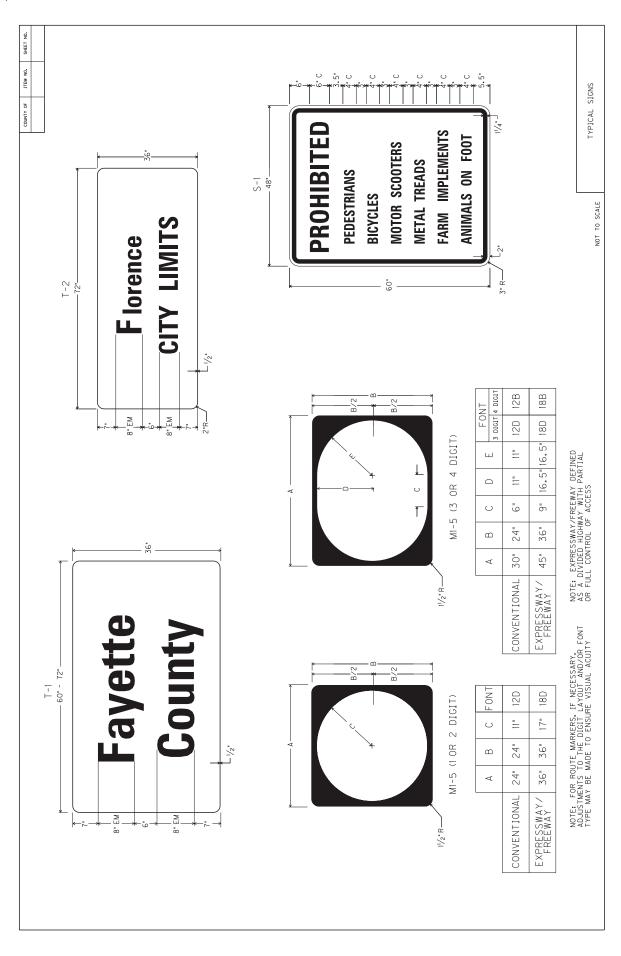
	J1	EACH	EACH	GN VD
ns	151	0	0	0
Summary of Items	Steel Post - Type 1	GMSS Type D	GMSS Type D (Surface Mount)	Class A Concrete for Signs

	Summary of Items	us	
Τ.	Steel Post - Type 1	151	LF
Į.	GMSS Type D	0	EACH
н	GMSS Type D (Surface Mount)	0	EACH
н	Class A Concrete for Signs	0	CUYD



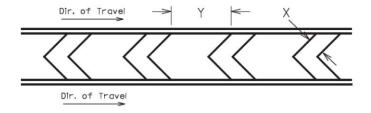


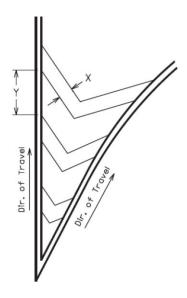




#### CHEVRON PAVEMENT MARKINGS DETAIL

## TYPICAL CHEVRON MARKINGS





The chevron 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 chevron 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 chevron pavement markings as necessary so that a minimum of three (3) chevron 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.

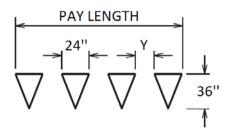
The Department will measure the finished in-place area of Chevron Pavement Markings in Square Feet. The Department will NOT measure overlaps or the void space between the chevrons. See Section 717.04 for additional measurement information.

When listed as a bid item, the Department will make payment for the completed and accepted quantities of Chevron Pavement Markings under the following:

CodePay ItemPay Unit24679EDPave Mark Thermo ChevronSquare Foot

#### YIELD BAR PAVEMENT MARKING DETAIL

#### YIELD BAR DETAILS



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:

Lane Width	# of Triangles	Spacing (Y)
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>	Pay Item	Pay Unit
22520EN	Pave Marking-Thermo Yield Bar-36 Inch	Linear Foot

LEWIS COUNTY HSIP 9010 (383) Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS

Contract ID: 194126 Page 79 of 136

TRAFFIC SIGNAL ESTIMATE OF QUANTITIES REMENT, CONST. AND MISC

MEASUREN

LEWIS COUNTY

COUNTY OF

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICKING UP INSTALL ITEMS FROM THE FRANKFORT POLE Y ARD AND DELIVERING THESE ITEMS 10 THE STIE. THE CONTRACTOR SHALL CONTACT FRANKFORT POLE YARD PRESCONNEL (SO2-782-8994 502-330-8153 OR EMAIL KIM, STANFERENCY COVI AND ARRANGE TO PICK UP INSTALL ITEMS A MINIMAM OF TWO (22) WORKING DAYS PRIOR TO ARRIVAL, THE CONTRACTOR SHALL ALSO CONTACT THE SIGNALL SYSTEM BRANCH (SO2-782-5543/502-782-5543) OR EMAIL OBE, THORSENORMY, COVI TARRY, IRSTRACT, COVI OR RRANGE PROGRAMMING OF THE ROUTE USED FOR COMMUNCATION IN THE TRAFFIC SIGNAL A MINIMAM OF TWO (22) WORKING DAYS PRIOR TO ARRIVAL, FALLER TO PROVIDE POLE YARD PERSONNEL/SIGNAL SYSTEM BRANCH THIS, ADVANCE NOTICE COULD RESULT IN LONG DELAYS OR REFUSAL TO DISTRIBUTE EQUIPMENT UPON ARRIVAL. THE CONTRACTOR SHALL WAKE AN INSPECTION OF THE PROJECT SITE PRIOR TO CONDITIONS, SUBMITING A BID AND SHALL BE THOROUGHLY FAMILIARIZED WITH EXISTING CONDITIONS, SUBMISSIONS OF A BID WILL BE CONSIDERED AN AFFIRMATION OF THIS INSPECTION HAVING BEEN COMPLETED. THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT TOLITION, AND OTHER SPECIAL NOTES AND SPECIFICATIONS WILL APPLY ON THIS PROJECT. SEE SECTION 706, 723, AND 112 FOR MEASUREMENT AND OTHER DETALLS. SEE SECTION 602 FOR SFRIAL REINFORCEMENT SPLICING. INSTALL STEEL STRAIN POLE RENOVE SIGNAL EOUIPMENT INSTALL LED BEACON-IS IN TRAFFIC SIGNAL POLE BASE INSTALL BEACON CONTROLLER-2 CIRCUIT **FRAFFIC SIGNAL ESTIMATE OF QUANTITIES** ITEM DESCRIPTION CABLE-NO. 14/5C 4844 4885 4932 24955ed 20408ES835 23157EN 24526ED TOTAL UNITS LIN FT EACH EACH EACH CU YD EACH 825 460 4 1 12 14

04.22 REMOVE SIGNAL EQUIPMENT, CONSTRUCTION ONLY)
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NOT THATSIRE BASICALILIANG AND THE DISPOSATION OF RELECTRICAL COMPONENT OF THE
SIGNAL SYSTEM, NUTUDING, BUT NOT THAT STRUCTION TO FOLE BASES, POLES, JUNCTION
BOKES, CABINETS, AND MOON POLES FOR PAYMENT AND WILL CONSIDER THEM
NOT BE REMOVED IN THIS ITEM. OF WORK, EXISTING FOLE WITH LUMINAIRE ATTACHED WILL CONSTRUCTION AND MEASUREMENT NOTES THAT ARE CONTRARY TO SECTION 723 SUBSECTION: 03.02 POLES AND BASES INSTALLATION. A) REVISION: REPLACE ENTIRE TABLE WITH THE FOLLOWING: SUBSECTION: REVISION:

ITEM NO.

COUNTY OF

CONSTRUCTION AND MEASUREMENT NOTES THAT ARE CONTRARY TO SECTION 723

ADD SENTENCE TO SECTION 835.15: ALL WIRE SHALL HAVE WORDING ADDED TO THE OUTER AACKET THAT STATES : "PROPERTY OF KENTUCKY TRANSPORTATION CABINET 502 564 560".

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	TIES OR SPIRAL	OR PITCH (IN.			
	TIES	SIZE			
	VERTICAL BARS				
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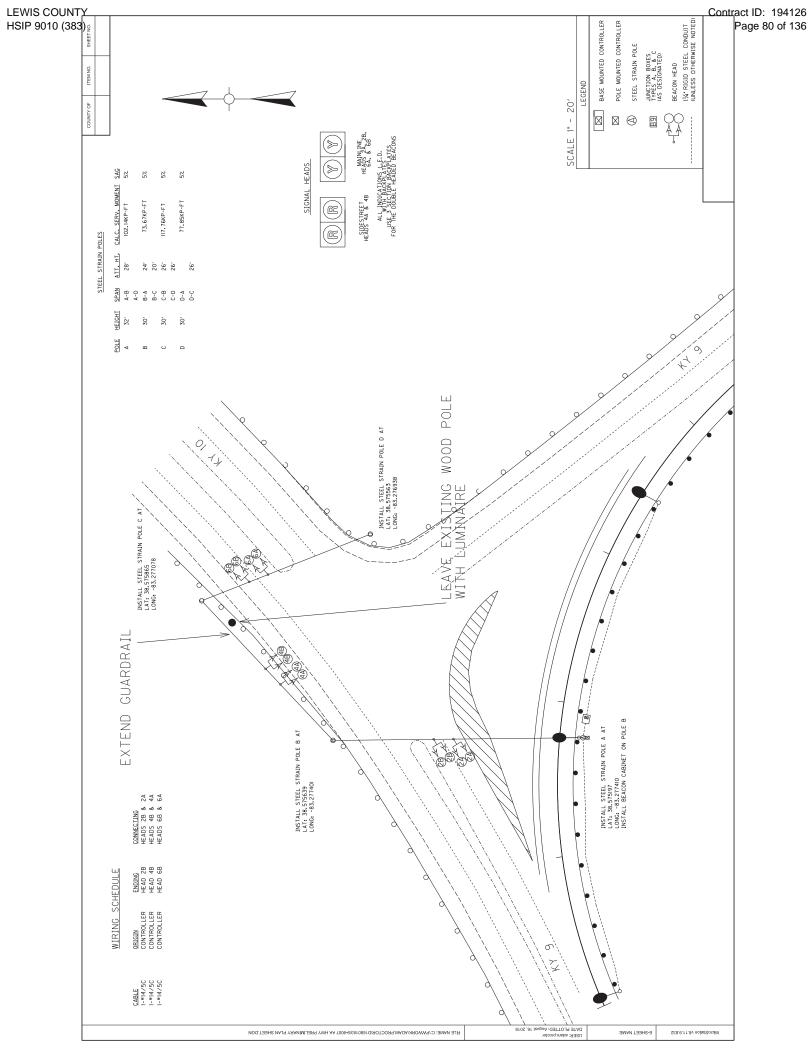
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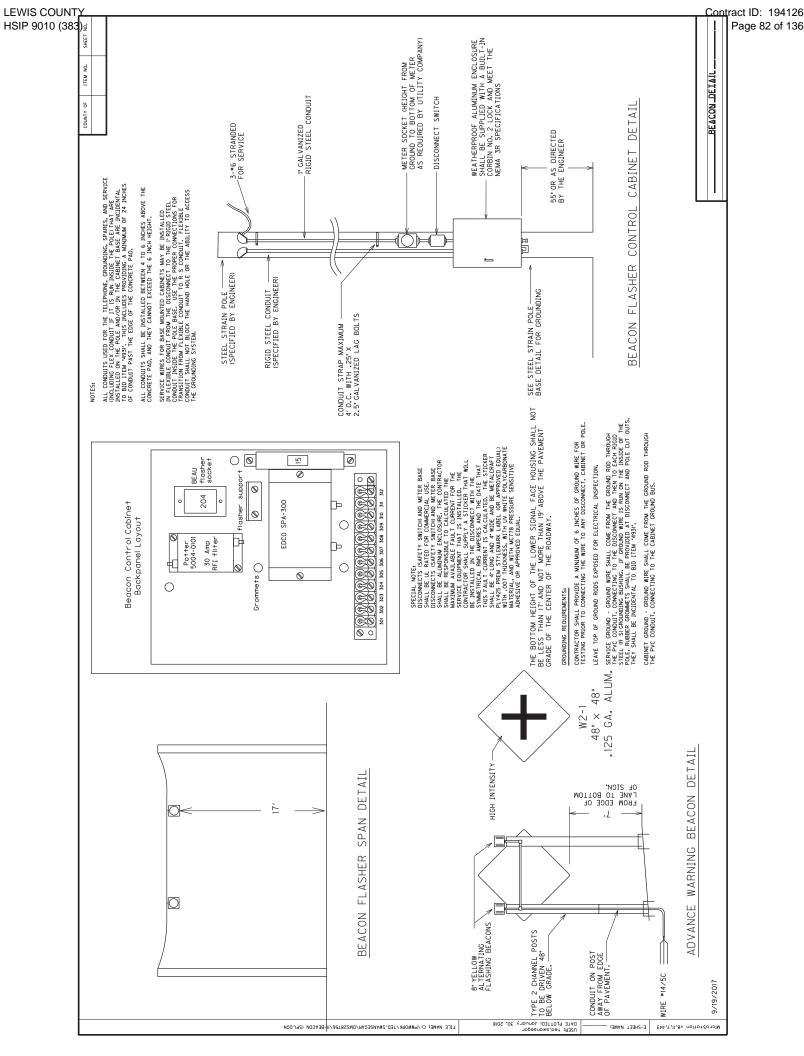
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USER: adam.proctor





LEWIS COUNTY HSIP 9010 (383) wolfe - Director Phone (502) 564-3020 FAX (502) 564-7759

#### **DIVISION OF TRAFFIC OPERATIONS**

Contract ID: 194126 Page 83 of 136

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

 Item Number:
 9-9007.20

 County:
 LEWIS

Description: KY 9 @ KY 10

Cabinets	Master code	
1	T-01-0000	Aluminum Cabinet (Beacon)

Signals			
6	T-02-0032	Siemen 3 section backplate	
12	T-02-0080	12 inch beacon	
4	T-02-0330	LED Module 12" red ball	
8	T-02-0340	LED Module 12" yellow ball	
6	T-02-0610	Hanger two-way	

Poles			
3 T-04-0020	Steel Strain Pole 30 foot		
1 T-04-0030	Steel Strain Pole 32 foot		
Electrical Contractor Name			='
Electrical Contractor Supervisor		Contact number for Si	upervisor
Project Engineer		Contact number for Pr	roject Engineer
Drainet Engineer attents that the month	ioned contractor is the actual electrical contractor on this project		-

Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project Signature of Project Engineer or Designee

LEWIS COUNTY HSIP 9010 (383)

Contract ID: 194126 Page 84 of 136

ITEM NO. LEWIS COUNTY OF

THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION, AND OTHER SPECIAL NOTES AND SPECIFICATIONS WILL APPLY ON THIS PROJECT. SEE SECTION 716 FOR MEASUREMENT AND OTHER DETAILS. SEE SECTION 602 FOR SPIRAL REINFORCEMENT SPLICING

TO SUBMITTING THE CONTRACTOR SHALL MAKE AN INSPECTION OF THE PROJECT SITE PRIOR TO SUBN A BID AND SHALL BE THOROUCHLY FAMILIARIZED WITH EXISTING CONDITIONS. SUBMISSIONS OF A BID WILL BE CONSIDERED AN AFFIRMATION OF THIS INSPECTION HAVING BEEN COMPLETED.

ADD SENTENCE TO SECTION 834.06: ALL WIRE SHALL HAVE WORDING ADDED TO THE OUTER JACKET THAT STATES : \*PROPERTY OF KENTUCKY TRANSPORTATION CABINET 502 564 0501:

ADD SENTENCE TO SECTION 834.09; ALL WIRE SHALL HAVE WORDING ADDED TO THE OUTER JACKET THAT STATES; "PROPERTY OF KENTUCKY TRANSPORTATION CABINET 502 564 0501"

ROADWAY LIGHTING ESTIMATE OF QUANTITIES

ITEM DESCRIPTION

CODE

POLE 30' MTG HT

BRACKET 10' POLE BASE

# CONSTRUCTION AND MEASUREMENT NOTES THAT ARE CONTRARY TO SECTION 716 AND

SUBSECTION: REVISION:

716.03.03 B TRENCHING. REMOVE ENIBE FOURTH SENTENCE IN FIRST PARAGRAGH. NO PAYMENT FOR ADDITIONAL JUNCTION BOXES FOR GREATER DEPTHS WILL BE ALLOWED.

LIGHTING CONTROL EQUIPMENT

TRANSFORMER BASE

716.04.08 LIGHTING CONTROL EQUIPMENT.

THE DEPARTMENT WILL MEASURE THE COLOWING:
THE DEPARTMENT WILL MEASURE THE CONCRETE BASE, EXCAVATION, BACKFILLING, RESTORATION,
THE DEPARTMENT WILL NOT MEASURE THE CONCRETE BASE, EXCAVATION, BACKFILLING, RESTORATION,
THE DEPARTMENT WILL NOT MEASURE THE CONCRETE BASE, EXCAVATION, BACKFILLING, RESTORATION,
THEN SECONDARY/PRIMARY SERVICE FOR PAYMENT AND WILL CONSIDER THEM INCIDENTAL TO THIS
SERVICE CONDUCTORS, SPECIFIED CONDUITS, METCH BASE, WOOD POLE, TRANSFORMER, SERVICE PANEL,
FUSED CUTOUT, FUSES, LIGHTING ARRESTORS, PHOTOELECTRICAL CONTROL.
FUSED CUTOUT, RUSES, LIGHTING ARRESTORS, PHOTOELECTRICAL CONTROL.
FORDIT CONDUITS, SPECIFIED CONDUITS ITEM OF WORK, THE DEPARTMENT WILL NOT MEASURE THE
FILLING OF ANY UNUSED HOLES WITH AND WILL CONSIDER THEM INCIDENTAL TO THIS ITEM OF WORK.

ELECTRICAL JUNCTION BOX TYPE

2039INS835

EACH

LP SUM

4940 4795 4820

LIN FT LP SUM LIN FT

REMOVE LIGHTING

MAINTAIN LIGHTING

WIRE-NO. 12-INSTALL WIRE-NO. 8-INSTALL

23675EC 20410ED 21543EN

LIN

TRENCHING AND BACKFILLING

FUSED CONNECTOR KIT

4770

4761

EACH EACH EACH EACH

EACH

CONDUIT 2 INCH HPS LUMINAIRE

REVISION:

B34.14.02 TRANSFORMER BASES.
REMOVE SENTENCE: CONSTRUCT THE DOOR OF A HIGH DENSITY POLYETHYLENE MATERIAL IN COLOR THAT RANCHES THE BASE.
REPLACE THE FOLLOWING SENTENCE WITH THE FOLLOWING.
CONSTRUCT THE DOOR OF AN ALUMINUM MATERIAL IN A COLOR THAT MATCHES THE BASE. THE DOOR SHOULD HAVE A THET'D EVERTENCE THAT IS EQUAL TO THE LOCKDOWN LIGHTLOCK DOOR ASSEMBLY. THE DOOR POLY MILL HAVE A LOCKING DEVICE THAT IS EQUAL TO THE CONTRACTOR FOR THE INSTALLATION OF THE FINAL DOOR DEVICE. THE MAY DELICED THE SHALL BE RETURNED TO CENTRAL OFFICE TRAFFIC DEFERTIONS AFTER THE COLSUME OF THE SHALL BE A 49 6' ARC FLASH WARNING STICKER INSTALLED CENTER TOOP DEVELORS. THE SHALL BE METALCHEATED TO CENTRAL OFFICE TRAFFIC DEFEATIONS AFTER THE OFFICE THE WORDING FOR THE ARC THE DELACH THE OFFICE TRAFFIC DEFEATIONS AFTER THE OFFICE TRAFFIC DEFEATIONS AFTER THE OFFICE THE OFFICE

MEASUREMENT NOTE THAT ARE IN ADDITION TO SECTION 716:

WIRE OR CABLE SHALL INCLUDE INSTALLING SPECIFIED WIRE OR CABLE WITHIN CONDUIT STALL BE THE SALD SIDICATED ON THE PLAN SHEETS. INCIDENTAL TO THIS ITEM SHALL BE THE FURNISHING AND INSTALLING CABLE. THE CONTRACTOR SHALL INSTALL ALL CABLE OR WIRE RUNS STALLER FROM THE CONTRACTOR SHALL INSTALL ALL CABLE OR WIRE REDING. EXCEPTIONS TO THIS MUST BE APPROVED BY THE REVOIMER OR AS SPECIFIED ON THE EXAMS. THE CONTRACTOR WILL RECEIVE WIRE IN 1000 FOOT ROLLS FROW ON WAREHOUSE. THE CONTRACTOR WILL RECEIVE WIRE IN 1000 FOOT ROLLS FROW ON WAREHOUSE. IF THE WIRE SUPPLIED DOES NOT EQUAL ENOUGH SUITABLE TO INSTALL ALL RUNS SPLICE FREE, THE CONTRACTOR CAN ASK FOOM MORE WIRE TO BE SUPPLIED BY THE DIVISION OF TRAFFIC OPERATIONS. THIS REQUEST SHALL GO THROUGH THE RESIDENT ENGINEER TO PERMISHE TO BE SUPPLIED BY THE DIVISION OF TRAFFIC OPERATIONS. AND THE CONTRACTOR SHALL BY THE DIVISION OF TRAFFIC OPERATIONS. AND THE CONTRACTOR SHALL BY THE DIVISION OF THE PET OPERATIONS. AND THE WIRE FROM POLE TO POLE THE PEACH RUND WIRE FROM POLE TO POLE THE PEACH RUND WIRE FROM POLE TO POLE THE PEACH RUND WIRE FROM POLE TO POLE THE PEACH RUND. THIS NOTE ONLY APPLIES TO BID CODES 23675EC AND 24474ED.

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS **LEWIS COUNTY** COUNTY OF

PROJECT NUMBERS:

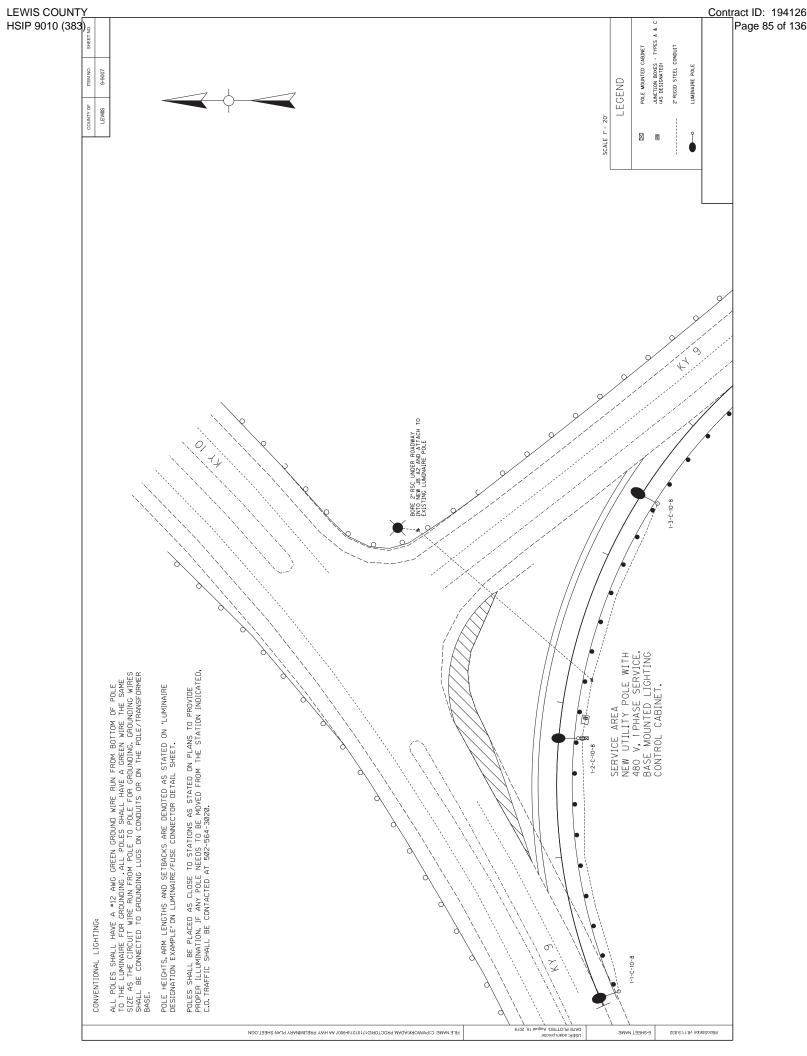
ROADWAY LIGHTING ESTIMATES OF QUANTITIES

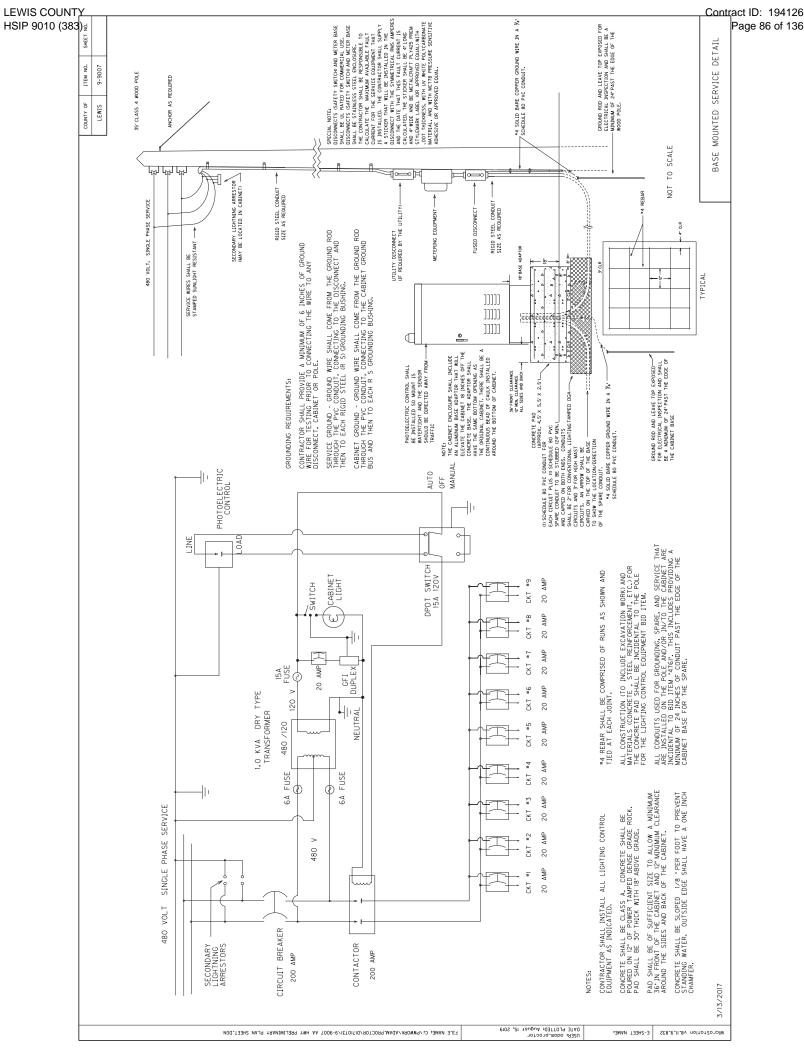
3-13-2017

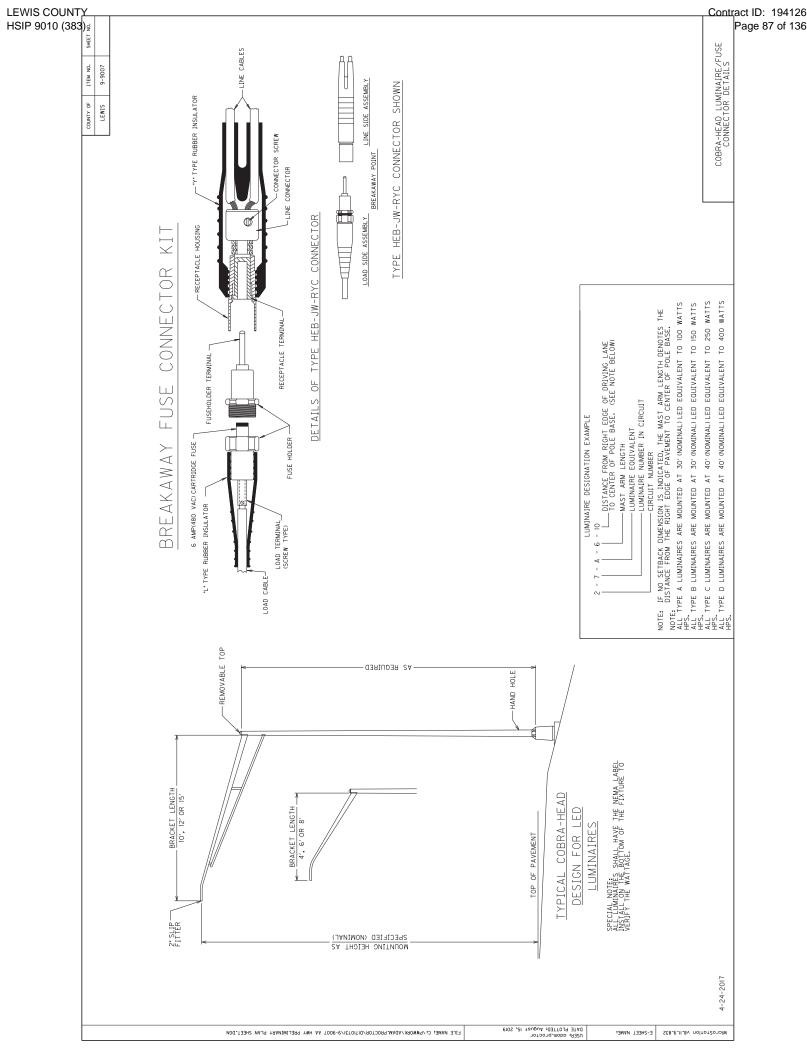
USER: adam.proctor DATE PLOTTED: August 15, 2019

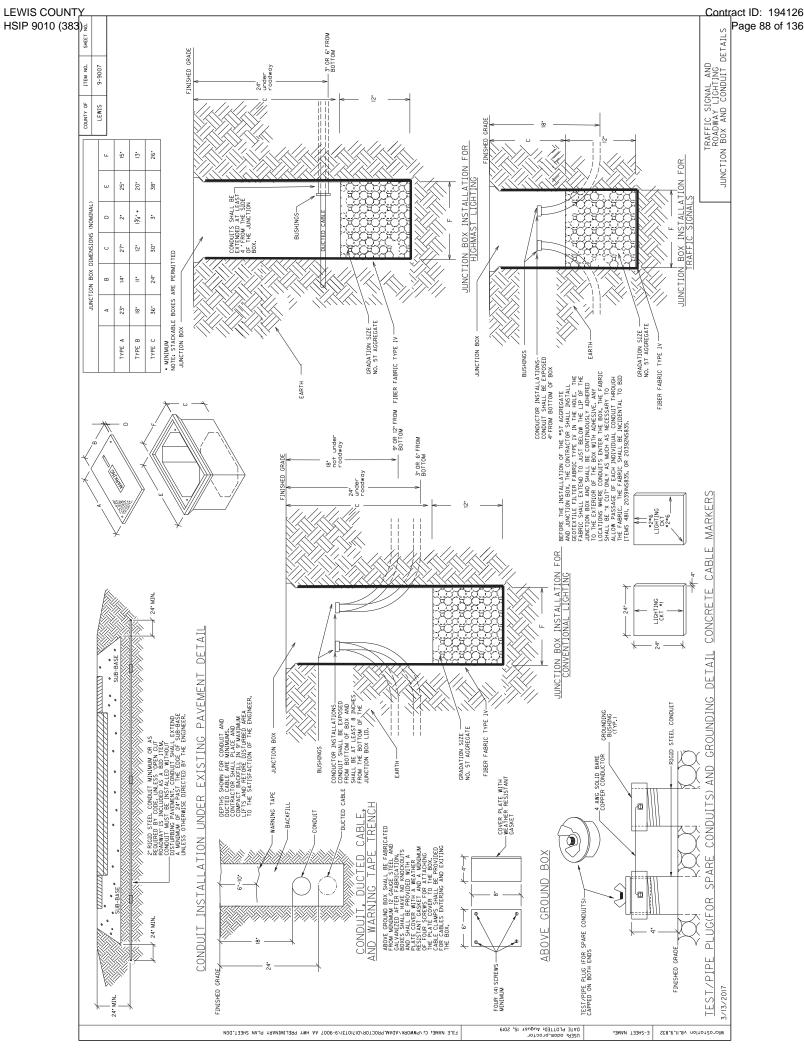
:3MAN T33H2-3

MicroStation v8.11,9.832









### **GUARDRAIL DELIVERY VERIFICATION SHEET**

Contract ID: 194126 Page 90 of 136

Contract Id:		Contractor:		
Section Engineer:		_ District & County: _		
DESCRIPTION	<u>UNIT</u>	QTY LEAVING PROJECT	QTY RECEIVED@BB YARD	
GUARDRAIL (Includes End treatments & crash cushions)	LF			
STEEL POSTS	EACH			
STEEL BLOCKS	EACH			
WOOD OFFSET BLOCKS	EACH			
BACK UP PLATES	EACH		<del></del>	
CRASH CUSHION	EACH			
NUTS, BOLTS, WASHERS	BAG/BCKT			
DAMAGED RAIL TO MAINT. FACILI	TY LF			
DAMAGED POSTS TO MAINT. FACI	LITY EACH		<del></del>	
*Required Signatures before	e Leaving Proje	ect Site		
Printed Section Engineer's Ro	epresentative_		_& Date	
Signature Section Engineer's	Representativ	e	_& Date	
Printed Contractor's Represe	entative		& Date	
Signature Contractor's Repre	esentative		_& Date	
•			on truck must be counted & the	
Quantity received column co			<sup>0</sup> Data	
Printed Bailey Bridge Yard Re				
Signature Bailey Bridge Yard	Representative	2	_& Date	
Printed Contractor's Represe	entative		& Date	
Signature Contractor's Repre	esentative		_& Date	
	ent will not be	made for guardrail removal	uantities shown in the Bailey Bridge until the guardrail verification sheets e Yard Representative.	
Completed Form Submitted to	Section Enginee	r Date:	By:	

# PART II SPECIFICATIONS AND STANDARD DRAWINGS

#### **SPECIFICATIONS REFERENCE**

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

 $\underline{http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx}$ 

#### SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

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

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

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

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

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

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

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

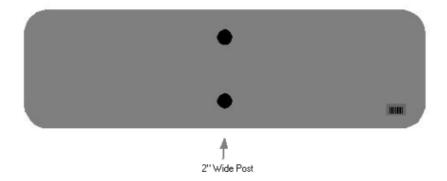
The installation of the permanent sign will be measured in accordance to Section 715.

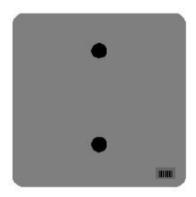
**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

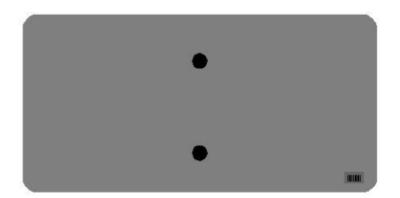
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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

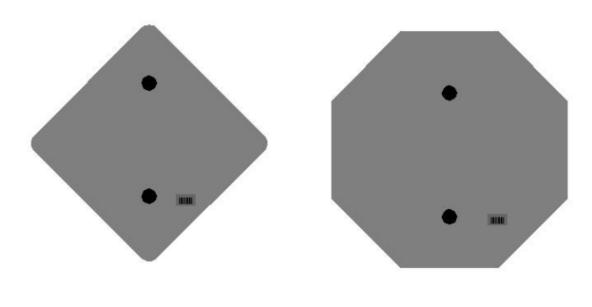
## One Sign Post

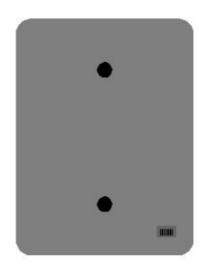


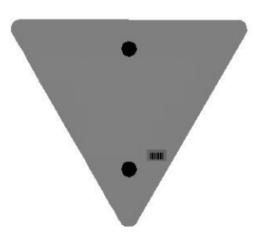




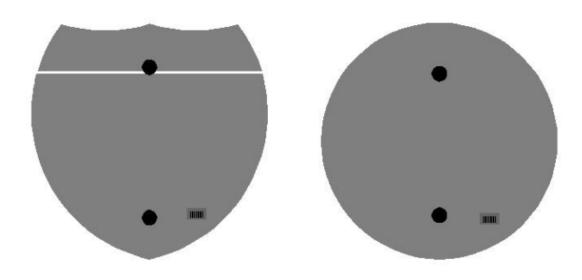
# One Sign Post

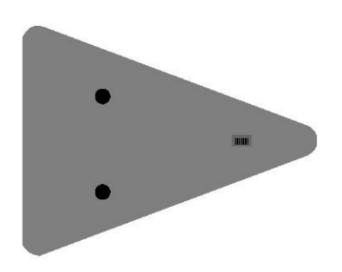




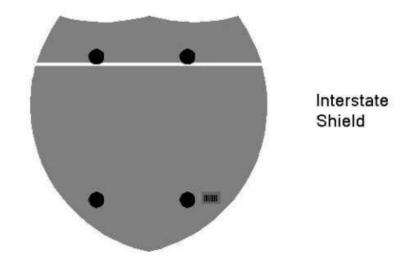


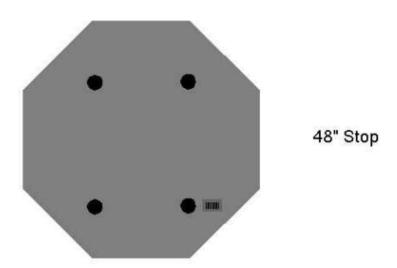
One Sign Post





# Double Sign Post

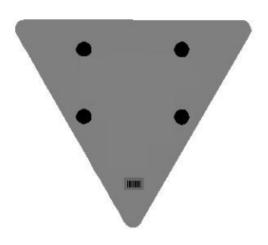




# 2 Post Signs



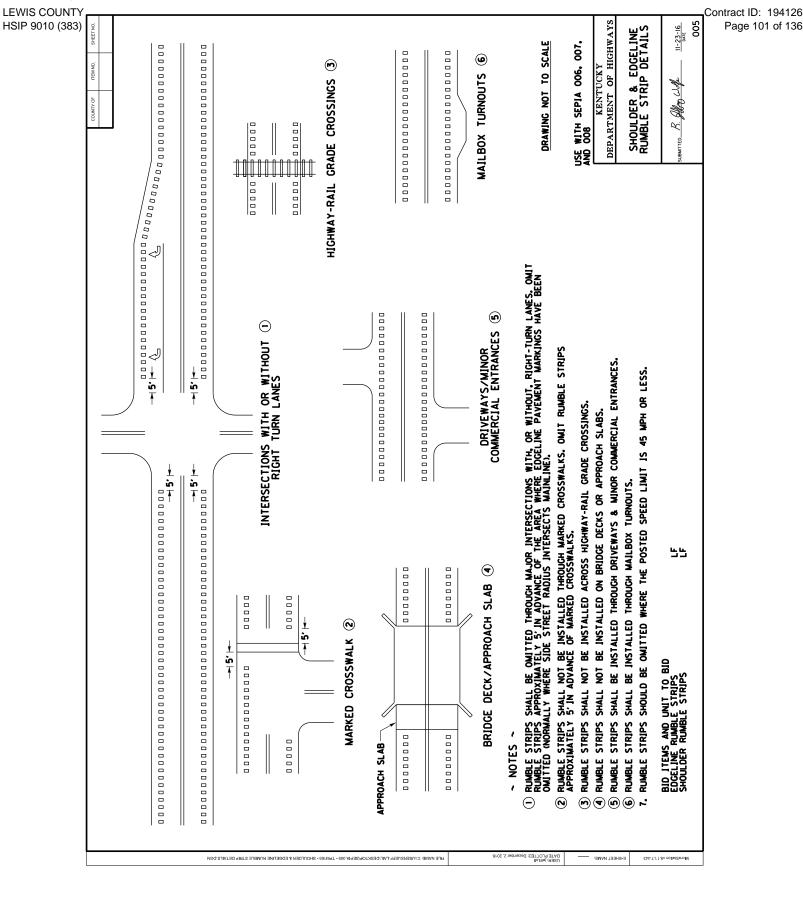


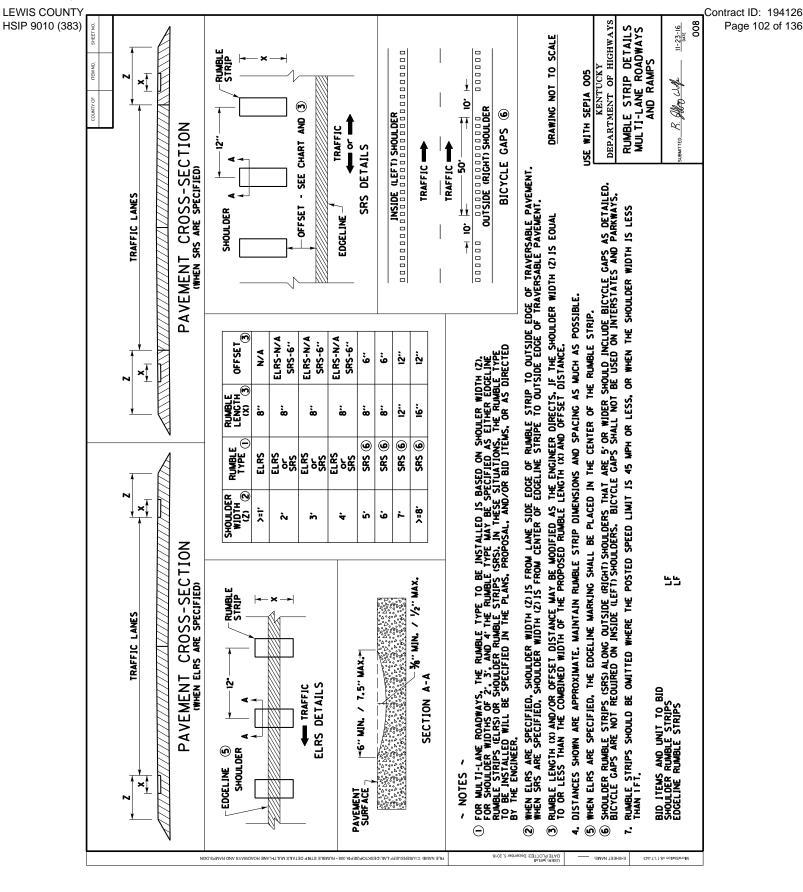


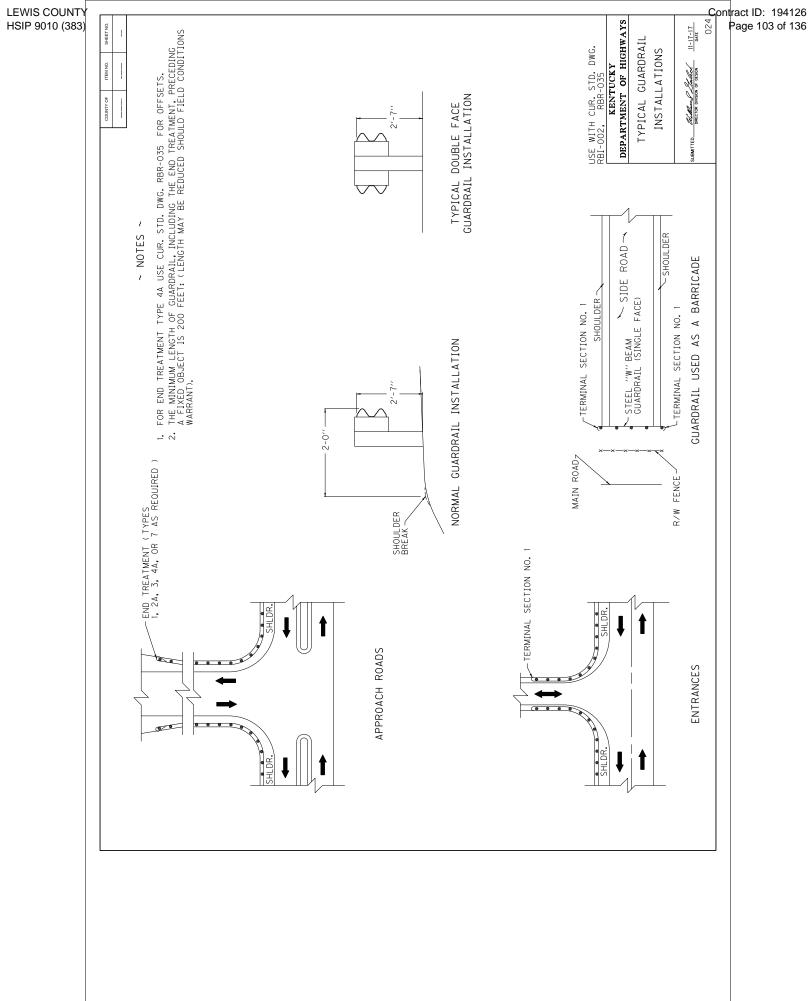
#### 2016 STANDARD DRAWINGS THAT APPLY

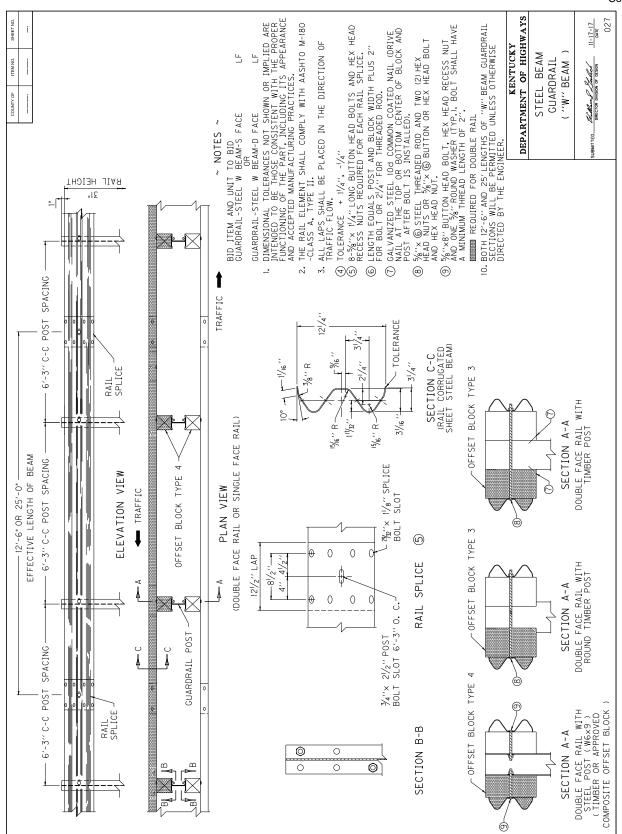
# ROADWAY ~ DRAINAGE ~ BOX INLETS AND OUTLETS

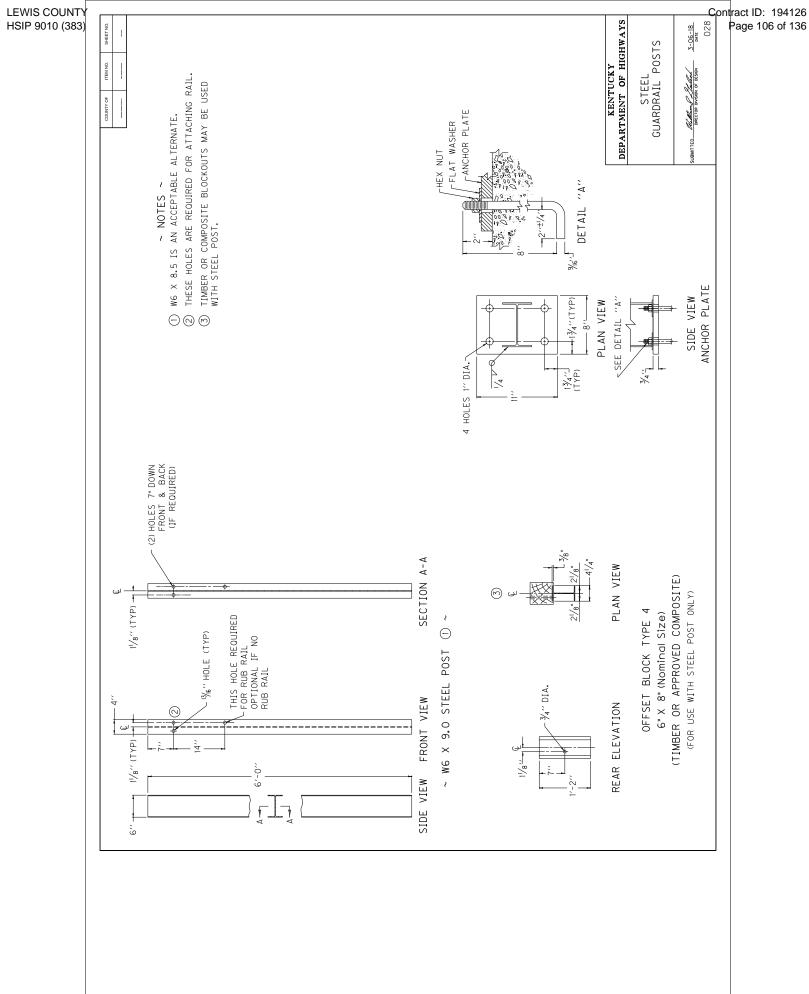
BOX INLETS AND OUTLETS	
<u>DROP BOXES</u>	
DROP BOX INLET TYPE 3	RDB-003-08
PAVED DITCHES, FLUME INLETS AND CHANNEL LININGS	
CHANNEL LINING CLASS II AND III	PDD 040 05
CHANNEL LINING CLASS II AND III	KDD-0 <del>1</del> 0-03
PIPE AND BOX CULVERT HEADWALLS	
PIPE CULVERT HEADWALLS, 0° SKEW (LAYOUT AND STEEL PATTERN)	DDII 110 02
PIPE CULVERT HEADWALLS, U'SKEW (LAYOUT AND STEEL PATTERN)	KDH-110-02
TYDICAL DD AINIACE INCTALLATIONS	
TYPICAL DRAINAGE INSTALLATIONS	DDT 004 40
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE)	
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE	
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE	
PIPE BEDDING, TRENCH CONDITION	RDI-025-05
PIPE BEDDING, TRENCH CONDITION, REINFORCED CONC. PIPE	RDI-026-01
EROSION CONTROL BLANKET SLOPE INSTALLATION	
EROSION CONTROL BLANKET CHANNEL INSTALLATION	RDI-041-01
MISCELLANEOUS DRAINAGE	
TEMPORARY SILT FENCE	RDX-210-03
SILT TRAP - TYPE A	RDX-220-05
SILT TRAP - TYPE B	RDX-225-01
SILT TRAP - TYPE C	RDX-230-01
~ GENERAL ~	
CURVE WIDENING AND SUPERELEVATION	
CURVE WIDENING AND SUPERELEVATION TRANSITIONS	RGS-001-07
COLVE WIDEWING IN DOUBLEDE VIIION INCHAINMENTALISMENT AND	
MISCELLANEOUS STANDARDS	
	DCV 010 04
TYPICAL EMBANKMENT FOUNDATION BENCHES	KGA-010-04

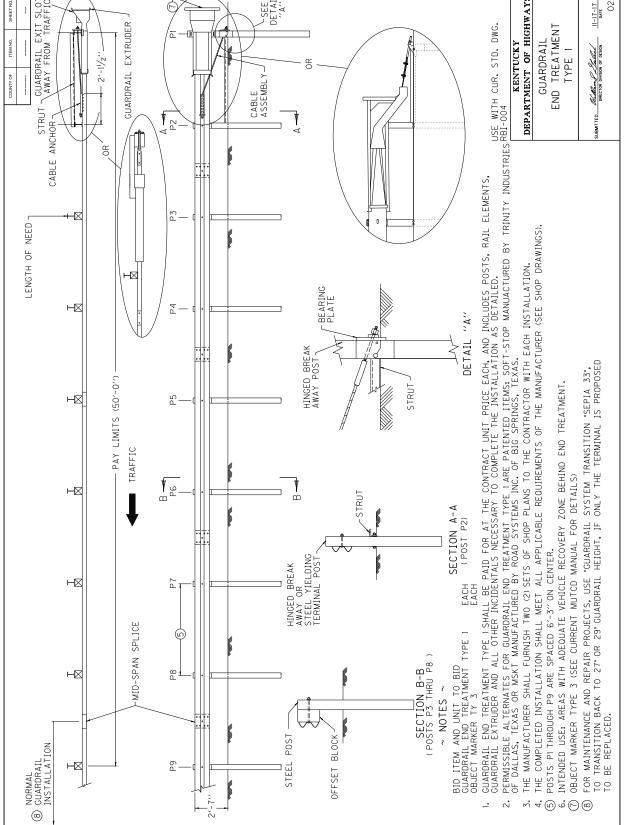




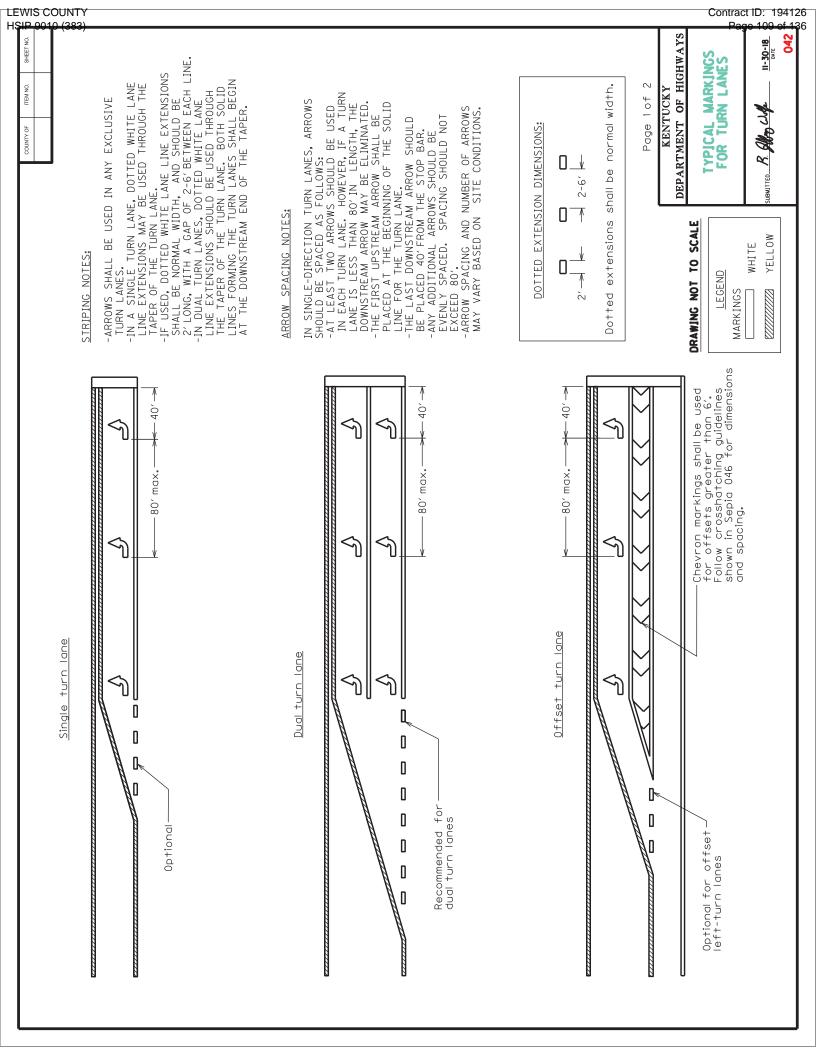


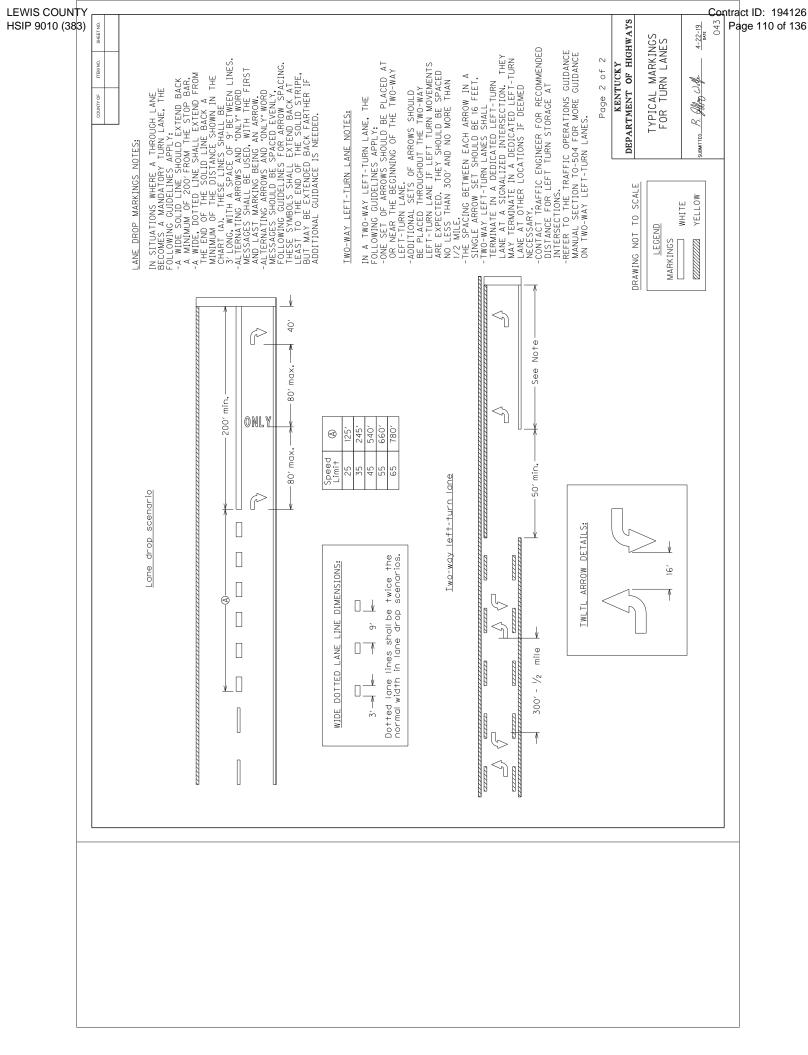


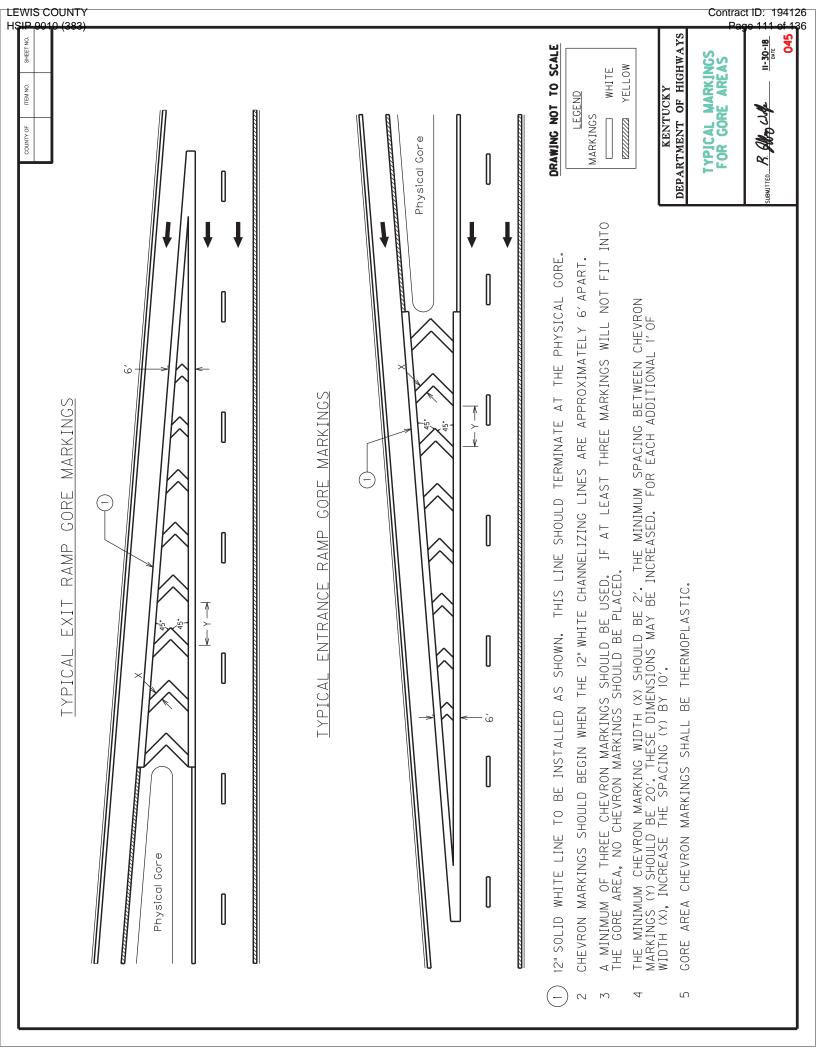


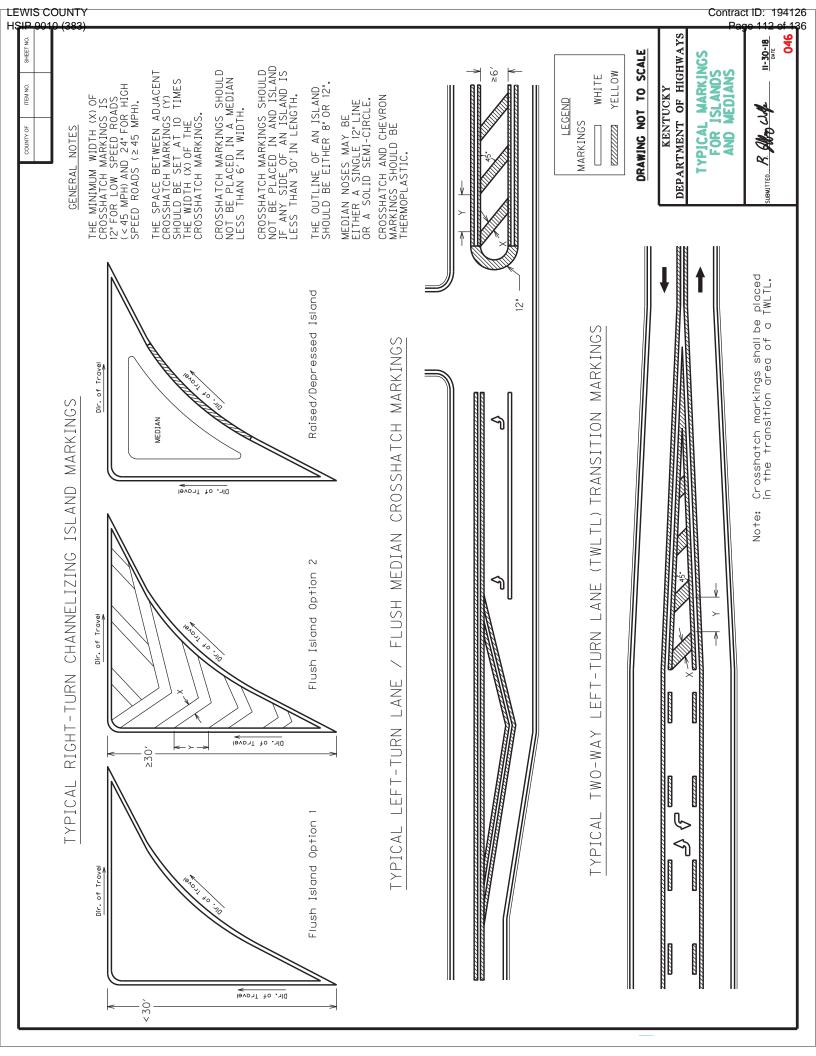


DIMENSIONS SHOWN ARE FOR ONE VERSION OF A WEB-MOUNTED CUARDRAIL DELINEATOR. DELINEATORS WITH ALTERNATE DIMENSIONS MAY BE CONSIDERED FOR INCLUSION ON THE APPROVED PRODUCTS LIST. FRONT VIEW PLAN VIEW - 1 1/2"-FRONT VIEW GUARDRAIL









## **PART III**

# EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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

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

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

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

#### 6. Training and Promotion:

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

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

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

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

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

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

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

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

#### **III. NONSEGREGATED FACILITIES**

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

#### 2. Withholding

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

#### 3. Payrolls and basic records

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

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

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

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

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

#### 10. Certification of eligibility.

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

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

#### VII. SAFETY: ACCIDENT PREVENTION

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (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 administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

#### Standard Title VI/Non-Discrimination Assurances

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

- 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

#### PROJECT WAGE RATES / FEDERAL FUNDED

The contractor shall use the Davis-Bacon Act Wage Determinations for Highway construction that are effective 10 calendar days prior to the letting date. The project wage determinations can be found at the following link.

https://beta.sam.gov/search?index=wd&date\_filter\_index=0&date\_rad\_selection=date&wdType=dbra&construction\_type=Highway&state=KY&page=1

The Division of Construction Procurement will post the official Wage Determinations for each Letting at <a href="https://transportation.ky.gov/Construction-Procurement/Pages">https://transportation.ky.gov/Construction-Procurement/Pages</a> under Lettings - Proposal Information - Wage Determinations.

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

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

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

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

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

#### TO: EMPLOYERS/EMPLOYEES

#### **PREVAILING WAGE SCHEDULE:**

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

#### **OVERTIME:**

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

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

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
9.2%	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 Lewis County.

## **PART IV**

## **INSURANCE**

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

current edition

# **PART V**

# **BID ITEMS**

194126

#### **PROPOSAL BID ITEMS**

Report Date 8/29/19

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### Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	925.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	3.22	TON		\$	
0030	00103		ASPHALT SEAL COAT	.78	TON		\$	
0040	00214		CL3 ASPH BASE 1.00D PG64-22	260.00	TON		\$	
0050	00388		CL3 ASPH SURF 0.38B PG64-22	89.00	TON		\$	
0060	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	1.00	TON		\$	

#### Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
0070	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	10.00	EACH		\$	
0800	02091		REMOVE PAVEMENT	235.00	SQYD		\$	
0090	02159		TEMP DITCH	225.00	LF		\$	
0100	02160		CLEAN TEMP DITCH	113.00	LF		\$	
0110	02230		EMBANKMENT IN PLACE	3,621.00	CUYD		\$	
0120	02242		WATER	2.00	MGAL		\$	
0130	02351		GUARDRAIL-STEEL W BEAM-S FACE	550.00	LF		\$	
0140	02367		GUARDRAIL END TREATMENT TYPE 1	1.00	EACH		\$	
0150	02381		REMOVE GUARDRAIL	500.00	LF		\$	
0160	02396		REMOVE GUARDRAIL END TREATMENT	1.00	EACH		\$	
0170	02484		CHANNEL LINING CLASS III	158.00	TON		\$	
0180	02545		CLEARING AND GRUBBING (0.64 acres)	1.00	LS		\$	
0190	02562		TEMPORARY SIGNS	390.00	SQFT		\$	
0200	02600		FABRIC GEOTEXTILE TY IV FOR PIPE	306.00	SQYD	\$2.00	\$	\$612.00
0210	02650		MAINTAIN & CONTROL TRAFFIC (INTERSECTION OF AA HIGHWAY AND GRAYSON SPUR)	1.00	LS		\$	
0220	02671		PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH		\$	
0230	02696		SHOULDER RUMBLE STRIPS	450.00	LF		\$	
0240	02701		TEMP SILT FENCE	225.00	LF		\$	
0250	02703		SILT TRAP TYPE A	1.00	EACH		\$	
0260	02704		SILT TRAP TYPE B	1.00	EACH		\$	
0270	02705		SILT TRAP TYPE C	1.00	EACH		\$	
0280	02706		CLEAN SILT TRAP TYPE A	1.00	EACH		\$	
0290	02707		CLEAN SILT TRAP TYPE B	1.00	EACH		\$	
0300	02708		CLEAN SILT TRAP TYPE C	1.00	EACH		\$	
0310	02726		STAKING (INTERSECTION OF AA HIGHWAY AND GRAYSON SPUR)	1.00	LS		\$	
0320	05950		EROSION CONTROL BLANKET	138.00	SQYD		\$	
0330	05952		TEMP MULCH	2,082.00	SQYD		\$	
0340	05953		TEMP SEEDING AND PROTECTION	1,554.00	SQYD		\$	
0350	05963		INITIAL FERTILIZER	.20	TON		\$	
0360	05964		MAINTENANCE FERTILIZER	.20	TON		\$	
0370	05985		SEEDING AND PROTECTION	3,107.00	SQYD		\$	

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#### **PROPOSAL BID ITEMS**

#### Report Date 8/29/19

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
0380	05992	AGRICULTURAL LIMESTONE	1.90	TON		\$	
0390	06406	SBM ALUM SHEET SIGNS .080 IN	36.77	SQFT		\$	
0400	06407	SBM ALUM SHEET SIGNS .125 IN	22.93	SQFT		\$	
0410	06410	STEEL POST TYPE 1	151.00	LF		\$	
0420	06511	PAVE STRIPING-TEMP PAINT-6 IN	1,500.00	LF		\$	
0430	06546	PAVE STRIPING-THERMO-12 IN W	167.00	LF		\$	
0440	06572	PAVE MARKING-DOTTED LANE EXTEN (6 INCH WIDTH)	84.00	LF		\$	
0450	06576	PAVE MARKING-THERMO ONLY	6.00	EACH		\$	
0460	20550ND	SAWCUT PAVEMENT	215.00	LF		\$	
0470	21289ED	LONGITUDINAL EDGE KEY	220.00	LF		\$	
0480	21373ND	REMOVE SIGN	2.00	EACH		\$	
0490	22400NN	REMOVE AND RELOCATE SIGN ASSEMBLY	1.00	EACH		\$	
0500	22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	12.00	LF		\$	
0510	23875NC	REMOVE THERMOPLASTIC ARROWS	2.00	EACH		\$	
0520	24631EC	BARCODE SIGN INVENTORY	11.00	EACH		\$	
0530	24679ED	PAVE MARK THERMO CHEVRON	92.00	SQFT		\$	
0540	24880EC	REMOVE PAVEMENT MARKER	5.00	EACH		\$	
0550	24995EC	PAVE STRIPING-SPRAY THERMO-6 IN W	661.00	LF		\$	
0560	24996EC	PAVE STRIPING-SPRAY THERMO-6 IN Y	275.00	LF		\$	

#### Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0570	00462		CULVERT PIPE-18 IN	102.00	LF		\$	
0580	01204		PIPE CULVERT HEADWALL-18 IN	1.00	EACH		\$	
0590	01496		DROP BOX INLET TYPE 3	1.00	EACH		\$	

#### Section: 0004 - SIGNALS

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0600	04844		CABLE-NO. 14/5C	825.00	LF		\$	
0610	04885		MESSENGER-10800 LB	460.00	LF		\$	
0620	04932		INSTALL STEEL STRAIN POLE	4.00	EACH		\$	
0630	20408ES835		INSTALL LED BEACON-12 IN	12.00	EACH		\$	
0640	23157EN		TRAFFIC SIGNAL POLE BASE	14.00	CUYD		\$	
0650	24526ED		INSTALL-BEACON CONTROLLER-2 CIRCUIT	1.00	EACH		\$	
0660	24955ED		REMOVE SIGNAL EQUIPMENT	1.00	EACH		\$	

#### Section: 0005 - LIGHTING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0670	04700		POLE 30 FT MTG HT	3.00	EACH		\$	
0680	04723		BRACKET 10 FT	3.00	EACH		\$	
0690	04740		POLE BASE	3.00	EACH		\$	
0700	04750		TRANSFORMER BASE	3.00	EACH		\$	

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## PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0710	04761		LIGHTING CONTROL EQUIPMENT	1.00	EACH		\$	
0720	04770		HPS LUMINAIRE	3.00	EACH		\$	
0730	04780		FUSED CONNECTOR KIT	6.00	EACH		\$	
0740	04795		CONDUIT-2 IN	160.00	LF		\$	
0750	04820		TRENCHING AND BACKFILLING	300.00	LF		\$	
0760	04832		WIRE-NO. 12	200.00	LF		\$	
0770	04833		WIRE-NO. 8	500.00	LF		\$	
0780	04940		REMOVE LIGHTING	1.00	LS		\$	
0790	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH		\$	
0800	20410ED		MAINTAIN LIGHTING	1.00	LS		\$	
0810	21543EN		BORE AND JACK CONDUIT	150.00	LF		\$	

Section: 0006 - DEMOBILIZATION

LINE	BID CODE	ALT D	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP AMOUNT
0820	02569	D	DEMOBILIZATION	1.00	LS		\$