

CALL NO. <u>212</u>

CONTRACT ID. 194112

ALLEN - TODD - WARREN COUNTIES

FED/STATE PROJECT NUMBER 121GR19T008-HSIP

DESCRIPTION INTERSECTION IMPROVEMENTS AT VARIOUS LOCATIONS IN

DISTRICT 3

WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN

PRIMARY COMPLETION DATE 11/15/2019

LETTING DATE: March 22,2019

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME March 22,2019. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 5%

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

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ADMINISTRATIVE DISTRICT - 03

CONTRACT ID - 194112 121GR19T008-HSIP COUNTY - ALLEN

PCN - 03002031E1901

HSIP 9010(375)

NEW GALLATIN ROAD (US-31E) (MP 7.150) IMPROVEMENTS AT THE INTERSECTION OF US 31E & KY 100 (MP 7.680), A DISTANCE OF 0.53 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 03-09013.50. GEOGRAPHIC COORDINATES LATITUDE 36:44:23.50 LONGITUDE -86:13:07.60

COUNTY - TODD

PCN - 0311000681901 HSIP 9010(373)

RUSSELLVILLE ROAD (US-68) (MP 8.450) IMPROVEMENTS AT THE INTERSECTION OF US-68 & KY-181 (MP 8.950), A DISTANCE OF 0.50 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 03-09013.20. GEOGRAPHIC COORDINATES LATITUDE 36:49:27.30 LONGITUDE -87:09:03.90

COUNTY - WARREN

PCN - 0311400681901 HSIP 9010(374)

VETERANS MEMORIAL LANE (US-68) (MP 13.768) IMPROVEMENTS AT THE INTERSECTION OF US-68 & OLD BARREN RIVER ROAD (MP 13.868), A DISTANCE OF 0.10 MILES.SIGNS-LIGHTING-SIGNALS SYP NO. 03-09013.40.

GEOGRAPHIC COORDINATES LATITUDE 37:00:16.20 LONGITUDE -86:27:17.30

PCN - 03114031W1901 HSIP 9010(376)

LOUISVILLE ROAD (US-31W) (MP 23.253) UPDATE THE SIGNING AT THE INTERSECTION OF US-31W & KY-743 (MP 23.821), A DISTANCE OF 0.57 MILES.SIGNS-LIGHTING-SIGNALS SYP NO. 03-09013.60.
GEOGRAPHIC COORDINATES LATITUDE 37:03:35.50 LONGITUDE -86:17:38.00

COMPLETION DATE(S):

COMPLETED BY 11/15/2019 APPLIES 1

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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 Capacity Rating 102.10 Delivery of Proposals

102.8 Irregular Proposals 102.14 Disqualification of Bidders

102.9 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:

- Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 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 Project Code Number (PCN), 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;
- 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
- 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, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors 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 and nine (9) copies of this information must be received in the office of 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:

- Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- Whether the bidder provided solicitations through all reasonable and available means;
- 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;
- 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 DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 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;
- Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 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;
- 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;
- 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
- 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 our the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be submitted within 10 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.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at: http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx

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 is Melvin Bynes and the telephone number is (502) 564-3601.

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development

6th Floor West 200 Mero Street Frankfort, KY 40622

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.

1/27/2017

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

ALLEN - TODD - WARREN COUNTIES 121GR19T008-HSIP

NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

ASPHALT MIXTURE

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

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DGA BASE

Unless otherwise noted, the Department estimates the rate of application for DGA Base to be 115 lbs/sy per inch of depth.

OPTION A

Be advised that the Department will accept compaction of asphalt mixtures furnished for driving lanes and ramps, at 1 inch (25mm) or greater, on this project according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specifications. The Department will require joint cores as described in Section 402.03.02 for surface mixtures only. The Department will accept compaction of all other asphalt mixtures according to OPTION B.

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 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.

STATIONING

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

- 3-9013.20 Todd County US 68 @ KY 181: US 68 Station 1189+50 is the center of the intersection of US 68 and KY 181 in Todd County. This location is MP 8.720 along US 68.
- 3-9013.40 Warren County US 68 @ CS 1794: US 68 Station 333+01 is the center of the intersection of US 68 and CS 1794 (Old Barren River Rd) in Warren County. This location is MP 13.818 along US 68.
- **3-9013.50 Allen County US 31E @ KY 100:** US 31E Station 391+73 is the center of the intersection of US 31E and KY 100 in Allen County. This location is MP 7.415 along US 31E.
- 3-9013.60 Warren County US 31W @ KY 743: US 31W Station 28+16 is the center of the intersection of US 31W and KY 743 in Warren County. This location is MP 23.537 along US 31W.

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

ON-SITE INSPECTION

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

RIGHT OF WAY LIMITS

The Department has not established the exact limits of the Right-of-Way. Unless a consent and release 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.

CONTROL

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

General Notes & Description of Work Page 2 of 3

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:

3-9013.20 - Todd County - US 68 @ KY 181:

<u>Construct offset left turn lanes on US 68.</u> Work involves sawcut existing pavement, Standard Barrier Median Type 2, curb box inlet, drop box inlet, capping existing drop box inlet, pipe drainage, signal head replacements, striping, and signing. See the US 68 and KY 181 summaries and plan sheets for more information.

<u>Pavement Resurfacing.</u> The existing intersection roadway is to be resurfaced with the construction of the offset left turn lanes. Refer to the Paving Summary, Typical Sections, and Plan Sheets for more information. This work will include asphalt pavement milling and texturing, placement of a 76-22 asphalt surface course, installation of rumble strips, and installation of pavement markings. Refer to the rumble strip Sepia Drawings for recommended placement of rumble strips.

<u>Traffic Signals.</u> Remove Signal Equipment involves the removal of five 3-section signal heads. KYTC District 3 Traffic will retain the existing signals. Replace all existing signals on KY 181 approaches with double red head signal heads that have reflective backplates and LED indications. Relocate existing signal heads to line up with proposed offset left turns. Anchor the existing signal poles. Install radar detection devices. Refer to the Special Note for Radar Detection for more information. Refer to the Signal Head Replacements Summary and Signal Plan sheet for more information. Refer to the Staking Note for more information on Anchoring of Existing Signal Poles.

<u>Striping.</u> Install proposed striping, stop bars, thermoplastic cross hatch, thermoplastic arrows and thermoplastic rumble strips due to construction of offset left turn lanes and intersection resurfacing, as shown on the Striping Plan Sheet. Refer to the Striping and Pavement Marking Summary Sheet for more information.

<u>Signing.</u> Remove existing signs and install proposed signing as shown on the Signing Plan Sheet. Refer to the Signing Plan sheet and Signing Summary for more information. Refer to the Special Note for Signing for more information.

<u>GMSS TYPE D Surface Mounts.</u> A quantity of GMSS Type D Surface Mount has been included for the installation of sign posts on median pavement at the approximate locations shown on the Plan Sheet and Summary Sheet. Refer to the Special Note for Signing for more details concerning Type D Surface Mounts.

<u>Install Flashing LED W3-3.</u> US 68 – MP 8.5 and MP 8.9 remove two existing W3-3 signs and install flashing LED W3-3 with solar power. KY 181 – MP 12.91 and MP 13.18 remove existing W3-3 sign and install flashing LED W3-3 with solar power. KYTC will provide the flashing LED W3-3, solar panel, and battery pack for the Contractor to install. Refer to the Signing Plan sheet for more information.

3-9013.40 - Warren County - US 68 @ CS 1794:

<u>Traffic Signals.</u> Remove Signal Equipment involves the removal of nine 3-section signal heads and two 4-section signal heads. KYTC District 3 Traffic will retain the existing signals. Replace all existing signals with

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signal heads that have reflective backplates and LED indications. Refer to the Signal Head Replacements Summary and Signal Plan sheet for more information.

3-9013.50 - Allen County - US 31E @ KY 100:

<u>Pavement Rutting Mill and Fill.</u> Mill, base and surface will be performed in areas of rutting. Mill and surface will be performed in other areas on US 31E at the intersection. Station limits are approximate and actual limits of pavement rutting modification will be determined by the Engineer. Refer to the Pavement Plan sheet, Typical Sections and Summaries for more information.

NOTE: Contrary to the Special Note for Asphalt Milling and Texturing, the Contractor shall begin paving operations within <u>24 hours</u> of commencement of the milling operation. If paving operations are not begun within this time period, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

<u>Offset Left Turn Lanes.</u> Once the pavement rutting modification has been constructed, striping operations will be used to construct offset left turn lanes. Stop bars on KY 100 will also be moved closer to the intersection. Refer to the Striping Plan sheet for more information.

<u>Traffic Signals.</u> Remove Signal Equipment involves the removal of four 3-section signal heads. KYTC District 3 Traffic will retain the existing signals. Replace all existing signals on KY 100 approaches with signal heads that have reflective backplates and LED indications. Relocate existing signal heads to line up with proposed offset left turns. Install radar detection devices. Refer to the Special Note for Radar Detection for more information. Refer to the Signal Head Replacement Summary and Signal Plan sheet for more information.

<u>Striping.</u> Install proposed striping, stop bars, thermoplastic cross hatch, and thermoplastic arrows due to construction of offset left turn lanes and intersection resurfacing, as shown on the Striping Plan Sheet. Refer to the Striping and Pavement Marking Summary Sheet for more information.

3-9013.60 - Warren County - US 31W @ KY 743:

<u>Signing.</u> Install proposed signing as shown on the Signing Plan Sheet. Install reflective sign post panel on posts as shown on the Signing Plan sheet. Refer to the Signing Plan sheet and Signing Summary for more information. Refer to the Special Note for Signing for more information.

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. Verify the dimensions, type, and quantities of the culvert pipes, entrance pipes, and/or box culverts as listed and detailed in the proposal, and determine flow line elevations and slopes necessary to provide positive drainage. Revise as necessary to accommodate the existing site conditions; to provide proper alignment of the drainage structures with existing and/or proposed ditches, stream channels, swales, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
- 3. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in Sections 2C.05 through 2C.15 and Section 2C.46; Tables 2C-4, 2C-5, and 2C-6; and Figure 2C-2 of the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. These Sections, Tables, and Figures within 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' notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.
- 4. Produce and furnish to the Engineer "As Built" information for the drainage improvements. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures (i.e. box inlets, headwalls, junction boxes, etc.), culvert pipes, and/or box culverts constructed. Final elevation data of the drainage improvements is not necessary.
- 5. Using paint marks on the pavement, and/or any other means approved by the Engineer,

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

- 6. Using stakes, paint marks on the pavement, and/or any other means approved by the Engineer, the Contactor shall mark the limits of resurfacing the US 68 @ KY 181 intersection in Todd County and the limits of rutting repair and resurfacing the US 31E @ KY 100 intersection in Allen County. Obtain approval of the pre-marked limits from the Engineer prior to commencing pavement removal.
- 7. Using stakes, and/or any other means approved by Engineer, the Contractor shall stake the proposed locations for the anchors to be installed and attached to the existing signal poles at the intersection of US 68 @ KY 181 in Todd County. Obtain approval of the staked anchor locations from the Engineer and/or District Traffic Engineer prior to installing the anchors.
- 8. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
- 9. Perform any and all other staking operations required to control and construct the work.

SPECIAL NOTE FOR TRAFFIC DETECTION DEVICES

INSTALL RADAR PRESENCE DETECTOR TYPE A

Install Radar Presence Detector Type A shall consist of installation of a pole mounted radar presence sensor, sensor mounting bracket, sensor cables, interface boxes, lead-in cable, connectors (furnished by contractor), and controller interface assembly. Radar Presence Detector Type A bid item shall include all labor required to provide a functional detection system. Radar Presence Detector Type A shall be installed and wired in accordance with the manufacturer's instructions. After the detector is installed and before the detector is powered on, the contractor shall coordinate with District Traffic Division's representatives to schedule a time to perform the detector setup. The contractor shall double check to verify that all wiring is correctly installed and connected before scheduling the setup work. Representatives from KYTC and/or the manufacturer or sales representative will assist with setup and calibration. The contractor shall provide a bucket truck and operators at this time for final aiming of the sensors. The contractor shall provide individuals capable of operating the setup software and learning the setup process so that future installations may be completed without assistance from others.

INSTALL RADAR ADVANCE DETECTOR TYPE B

Install Radar Advance Detector Type B shall consist of installation of a pole mounted radar presence sensor, sensor mounting bracket, sensor cables, interface boxes, lead-in cable, connectors (furnished by contractor), and controller interface assembly. Radar Advance Detector Type B bid item shall include all labor required to provide a functional detection system. Radar Advance Detector Type B shall be installed and wired in accordance with the manufacturer's instructions. After the detector is installed and before the detector is powered on, the contractor shall coordinate with District Traffic Division's representatives to schedule a time to perform the detector setup. The contractor shall double check to verify that all wiring is correctly installed and connected before scheduling the setup work. Representatives from KYTC and/or the manufacturer or sales representative will assist with setup and calibration. The contractor shall provide a bucket truck and operators at this time for final aiming of the sensors. The contractor shall provide individuals capable of operating the setup software and learning the setup process so that future installations may be completed without assistance from others.

SPECIAL NOTE FOR EROSION CONTROL

I. DESCRIPTION

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

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

II. MATERIALS

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

III. CONSTRUCTION

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

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

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

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

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

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

The use of Temporary Mulch is encouraged.

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

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

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

IV. MEASUREMENT

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

V. BASIS OF PAYMENT

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

SPECIAL NOTES FOR PIPE REPLACEMENTS / EXTENSIONS

I. DESCRIPTION

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

(1) Maintaining and Controlling Traffic; (2) Constructing pipe replacements and/or pipe extensions; (3) Embankment and/or Excavation; (4) Erosion Control; and (6) Any other work as specified by this contract.

II. MATERIALS

Provide for sampling and testing of all materials in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these notes.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Culvert Pipe. Furnish pipe meeting the requirements of Section 810. Select pipe for pH range Medium and minimum fill cover height according to the applicable Standard or Sepia Drawings, current editions. Verify maximum and minimum fill cover height required for new pipe prior to construction and obtain the Engineer's approval of the class or gauge of pipe and type of coating prior to delivering pipe to project. Furnish approved connecting bands or pipe anchors and toe walls.
- C. Flowable Fill. Furnish Flowable Fill for Pipe Backfill per Section 601.03.03(B).
- **D.** Erosion Control. See Special Note for Erosion Control.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Erosion Control. See Special Note for Erosion Control.
- **C. Site Preparation.** Be responsible for all site preparation including, but not limited to, saw cutting and removing pavement; clearing and grubbing; staking; incidental excavation and backfilling; common and solid rock excavation; embankment in place; removal of obstructions, or any other items; restoration of pavements, slopes, and all disturbed areas; final dressing and cleanup; and disposal of materials. Limit clearing and grubbing to the absolute minimum required to construct the drainage features. Perform all site preparation only as approved or directed by the Engineer.

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- **D.** Removing Headwalls, Pipe, and Excavation. Remove existing headwalls and lengths of culvert and/or entrance pipes at the approximate locations noted on the summary. The Engineer will determine the exact locations and lengths of pipe to be removed at the time of construction. When removing pipe, or any portion of pipe under the roadway, saw cut the existing asphalt pavement and base to a neat edge prior to excavation and removal of the existing pipe. NOTE: Saw cutting the pavement shall be incidental. Obtain the Engineer's approval of trench width and/or saw cutting limits prior to saw cutting the pavement. Excavate the trench and remove the pipe as directed, or approved, by the Engineer without disturbing existing underground utilities.
- E. Constructing Pipe, Headwalls, and Drainage Boxes. Construct culvert and/or entrance pipes, pipe extensions, headwalls, drainage boxes, and other drainage structures at the locations shown in the proposal or as designated by the Engineer. The contractor will establish, with the approval of the Engineer, the final centerlines, flow lines, and skews to obtain the best fit with the existing and/or proposed ditches and other proposed improvements. (See the Special Note for Staking.) Construct pipe bedding according to Section 701 and the applicable Standard or Sepia Drawings, current editions. Use approved connecting bands or concrete anchors as required. Prior to backfilling pipe, obtain the Engineer's approval of the pipe installation. Provide Positive drainage upon completion of pipe installation.
- **F. Pipe Backfill.** Backfill entrance pipes according to Section 701.03.06. Contrary to Section 701.03.06, backfill culvert pipes with flowable fill for the width of the roadway and as shown on the Pipe Replacement Detail. Steel plates will likely be required to maintain traffic while the flowable fill cures. Once the flowable fill has sufficiently cured, place the Asphalt Base in lifts with thicknesses of 3-4 inches, up to the surface of the existing pavement. Seal with Leveling & Wedging. Allow the asphalt base and leveling & wedging to be exposed to traffic for a minimum of 14 days to allow for settlement. During the waiting period, level & wedge any settlement as directed by the Engineer. After the waiting period has been met for the last pipe replacement constructed, the final milling and/or surfacing operations can begin, unless directed otherwise by the Engineer.
- **G. Embankments.** Backfill pipe and culvert extensions, and construct shoulder embankments as directed by the Engineer. The contractor shall bench into the existing slope and apply proper compaction according to Section 206. For more information and details on benching, refer to Note 2 on the detail sheet titled: DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS, found elsewhere in the Proposal. Provide positive drainage of ditches, shoulders, and slopes at all times during, and upon completion of construction.
- **H. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. 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.

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- I. 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.
- J. Right-of-Way Limits. The Department has not established 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.
- **K.** Clean Up, Disposal of Waste. Clean up the project area as work progresses. Dispose of all removed concrete, pipe, pavement, debris, excess and unsuitable excavation, and all other waste at approved sites off the Right of Way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- **L. Final Dressing, Seeding and Protection.** Grade all disturbed areas to blend with the adjacent roadways features and to provide a suitable seed bed. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- M. Erosion Control. See the Special Note for Erosion Control.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B.** Site Preparation. Other than the bid items listed, site preparation will NOT be measured for payment, but shall be incidental to culvert and/or entrance pipe bid items, as applicable.

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- **C. Remove Headwall.** The Department will measure the removal of existing headwalls as Each. Any excavation, including rock excavation, necessary to remove existing headwalls will NOT be measured for payment, but shall be incidental to the bid item "Remove Headwall".
- **D. Remove Pipe**. Removal of existing culvert and entrance pipe shall be measured according to Section 701.04.14. Any excavation, including rock excavation, necessary to remove existing pipe will NOT be measured for payment, but shall be incidental to the bid item "Remove Pipe".
- **E.** Culvert and Entrance Pipe. The Department will measure the quantities according to Section 701.04. Any excavation, including rock excavation, necessary to install culvert or entrance pipe shall be incidental to the corresponding pipe bid items.
- **F. Headwalls, Drainage Boxes.** The Department will measure according to Section 710. Any excavation, including rock excavation, necessary to construct headwalls and/or drainage boxes will NOT be measured for payment, but shall be incidental to the applicable bid item.
- **G. Excavation, Pipe Backfill, Embankments.** The Department will NOT measure for payment the following items: any excavation, including rock excavation, necessary to remove the existing pipe and/or install the proposed culvert or entrance pipe, pipe backfill material, flowable fill, and re-constructing shoulder embankments, but shall considered these items incidental to the bid items for culvert and entrance pipe.
- **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 to the project bid items. Seeding and Protection shall be measured according to Section 212.
- **I. Erosion Control.** See the Special Note for Erosion Control.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B. Remove Headwall**. The Department will make payment for the completed and accepted quantities of Each headwall removed. Payment at the Contract unit price per Each shall be full compensation for furnishing all labor, materials, equipment, and incidentals for removing the existing headwall.
- **C. Remove Pipe**. The Department will make payment according to Section 701.05. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment, and incidentals for removing the existing pipe.
- D. Culvert and Entrance Pipe. The Department will make payment according to Section

Pipe Replacements/Extensions Page 5 of 5

701.05. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment, and incidentals necessary for installing and backfilling new culvert and entrance pipe.

- E. Headwalls, Drainage Boxes. The Department will make payment according to Section 710.
- **F. Erosion Control.** See the Special Note for Erosion Control.

SPECIAL NOTE FOR SIGNAGE

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.
- In-Street Pedestrian Crossing (R1-6) signs and Overhead pedestrian Crossing (R1-9) signs
- o 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 shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw their 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.
- **H. Control.** Perform all work under the absolute control of the Department. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces, and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

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

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

IV. METHOD OF MEASUREMENT

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

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- **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.
- **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

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will consider payment full compensation for all work and incidentals necessary to install the signs, as required by these notes and the details found elsewhere in the proposal, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.

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

 NOTE: There are two permissible Type D Surface Mount alternatives: Kleen Break Model 425 for Surface Mount Concrete Installations by Xcessories Squared of Auburn, IL or Snap n Safe Model S200s for 2" Sign Post by Designovations Inc. of Stilman, Valley, IL.
- **F.** Class A Concrete for Signs. The Department will make payment for the completed and accepted quantities, used in conjunction with Type D breakaway sign support installations, under the bid item CLASS A CONCRETE FOR SIGNS. The Department will consider payment full compensation for all work and incidentals necessary to install the concrete as required by Standard Drawing RGX-065, current edition.
- **G. Remove Sign.** The Department will make payment for the completed and accepted quantities under the bid item REMOVE SIGN. The Department will consider payment full compensation for all work and incidentals necessary to remove the existing signs, posts, anchors, and any other sign material or hardware, from the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- H. Erosion Control. See Special Note for Erosion Control.

SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES

The ultimate fixed completion date for this project will be November 15, 2019. 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** (verify with Project Team) 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 ASPHALT MILLING AND TEXTURING

For 3-9013.20 – Todd County – US 68 and KY 181 Intersection, begin paving operations within 48 hours of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

For 3-9013.50 – Allen County – US 31E and KY 100 Intersection, begin paving operations within **24 hours** of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

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

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

TRAFFIC CONTROL PLAN ALLEN, TODD, AND WARREN COUNTIES **VARIOUS INTERSECTIONS**

ITEM NO. 3-9013.20, 3-9013.40, 3-9013.50, & 3-9013.60

TRAFFIC CONTROL GENERAL

Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic" as set forth in the Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions, unless otherwise provided in these notes. The lump sum bid price to "Maintain and Control Traffic" shall also include, but is not limited to, the following items and operations:

- A. All labor and materials necessary for construction and maintenance of traffic control devices and markings.
- B. All flag persons and traffic control devices such as, but not limited to, flashers, signs, barricades and vertical panels, plastic drums (steel drums will not be permitted), and cones, necessary for the control and protection of vehicular and pedestrian traffic as specified in these notes, the proposal, the Manual on Uniform Traffic Control Devices (MUTCD) current edition, or the Engineer.

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain 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 when no longer needed. Traffic control devices will conform to current MUTCD.

Maintain access to all entrances, side streets and roads, schools, churches and commercial properties at all times during construction. Access to fire hydrants must also be maintained at all times. The Contractor will be responsible to notify adjacent property owners when work affecting the entrances will be performed.

PROJECT PHASING & CONSTRUCTION PROCEDURES

The Contractor shall begin paving operations within 24 hours of commencement of the milling operation for 3-9013.50 – Allen County – US 31E and KY 100 Intersection. If paving operations are not begun within this time period, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

Lane Closures may only be allowed at the intersections at the discretion of the Engineer between the hours of 8:30 am and 2:00 pm for required construction activities. The Contractor shall submit proposed days of lane closures to the Engineer at least 14 calendar days in advance for approval.

No lane closures will be allowed on the following dates:

Easter Weekend, Memorial Day Weekend Independence Day Weekend Labor Day Weekend Thanksgiving Weekend Christmas New Year's

Friday, April 19, 2019 – Sunday, April 21, 2019 Friday, May 24, 2019 – Monday, May 27, 2019 Thursday, July 4, 2019 – Sunday, July 7, 2019 Friday, August 30, 2019 – Monday, September 2, 2019

Thursday, November 28, 2019 – Sunday, December 1, 2019 Tuesday, December 24, 2019 – Wednesday, December 25, 2019 Tuesday, December 31, 2019 – Wednesday, January 1, 2020

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

Liquidated Damages will be assessed for any and all lane closures that exceed the approval time limits in accordance with the Special Note for Completion Dates & Liquidated Damages.

The Contractor shall completely cover any signs, existing, permanent, or temporary, which do not properly apply to the current traffic phasing, and shall maintain the covering until signs are applicable or are removed.

In general, all traffic control devices shall be placed starting and proceeding in the direction of the flow of traffic, and removed starting and proceeding in the direction opposite the flow of traffic.

LANE AND SHOULDER CLOSURES

Do not leave lane closures in place during prohibited periods. No long term lane closures will be allowed; therefore, lane closures will not be measured for payment.

SIGNS

The Engineer and the Contractor, or their authorized representative, shall review the signing before traffic is allowed to use any lane closures, crossovers, or detours. All signing shall be approved by the Engineer before work can be started by the Contractor.

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 shall be incidental to Maintain and Control Traffic. Individual signs will be measured only once for payment, regardless of how many times they are set, reset, relocated, and removed during the duration of the project. Replacements for damaged signs directed by the Engineer to be replaced due to poor condition or reflectivity will not be measured for payment.

PORTABLE CHANGEABLE MESSAGE SIGNS

Provide portable changeable message sign (PCMS) at least two weeks prior to construction at the locations approved by the Engineer. The messages required to be provided will be designated by the Engineer. The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the contractor will repair or replace the PCMS immediately. The Department will not take possession of the signs upon completion of the work. The Department will measure for payment the maximum number of PCMS in concurrent use at the same time on a single day on all sections of the contract. PCMS will be paid for once, no matter how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged changeable message signs directed by the Engineer to be replaced due to poor condition or readability will not be measured for payment.

BARRICADES

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

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

reflectivity. Retain possession of the Barricades upon completion of construction.

PAVEMENT MARKINGS

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of final surface course. Removal of pavement markings will be by water blasting process to the satisfaction of the Engineer. Place temporary and permanent striping in accordance with Section 112 with following exception for Temporary Striping:

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

PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that is expected to cross in a lane change situation with an elevation difference greater than 1 ½". Place Warning signs (MUTC 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 unsurfaced 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" – Not protection required. Warning signs should be placed in advance and throughout the drop-off area.

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. Spacing of devices on tapered sections shall be in accordance with MUTCD, current edition. When work is not active in the drop-off area, wedge the drop-off with DGA or asphalt mixture for leveling and wedging with 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours.

Greater than 4" – Positive separation or wedge with a 3:1 or flatter slope. If there is five feet or more distance between the edge of pavement and drop-off, then drums, panels, or barricades may be used. If the drop-off is greater than 12 inches, positive separation is strongly encouraged. If concrete barriers are used, special reflective devices or steady burn lights should be used for overnight installations. Barricades may be used if the drop-off is greater than 12 inches.

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
- 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

Standard Abbreviations

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

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

Standard Abbreviations (cont) Word Abb

<u>word</u>	<u>Abbrev</u>	<u>Example</u>
Street	ST	MAIN ST CLOSED/ USE ALT RTE
Traffic	TRAF	CUM PKWAY TRAF/ DETOUR EXIT 60
Vehicle	VEH	OVRSZ COMM VEH/ USE 1275 NEXT RIGHT
Westbound	W-BND	W-BND I64 CLOSED/ DETOUR EXIT 50
Work	WRK	CONST WRK 2MI/ POSSIBLE DELAYS

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

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

Typical Messages

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

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

Typical Messages (cont)

Reason/Problem

FREEWAY CLOSED

FRESH OIL HAZMAT SPILL

ICE

INCIDENT AHEAD

LANES (NARROW, SHIFT, MERGE, ETC.)

LEFT LANE CLOSED

LEFT LANE NARROWS

LEFT 2 LANES CLOSED

LEFT SHOULDER CLOSED

LOOSE GRAVEL

MEDIAN WORK XX MILES

MOVING WORK ZONE, WORKERS IN ROADWAY

NEXT EXIT CLOSED

NO OVERSIZED LOADS

NO PASSING

NO SHOULDER

ONE LANE BRIDGE

PEOPLE CROSSING

RAMP CLOSED

RAMP (SLIPPERY, ICE, ETC.)

RIGHT LANE CLOSED

RIGHT LANE NARROWS

RIGHT SHOULDER CLOSED

ROAD CLOSED

ROAD CLOSED XX MILES

ROAD (SLIPPERY, ICE, ETC.)

ROAD WORK

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

ROAD WORK XX MILES

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

NEW SIGNAL XX MILES

SLOW 1 (OR 2) - WAY TRAFFIC

SOFT SHOULDER

STALLED VEHICLES AHEAD

TRAFFIC BACKUP

TRAFFIC SLOWS

TRUCK CROSSING

TRUCKS ENTERING

TOW TRUCK AHEAD

UNEVEN LANES

WATER ON ROAD

WET PAINT

WORK ZONE XX MILES

WORKERS AHEAD

Action

PREPARE TO STOP

REDUCE SPEED

SLOW

SLOW DOWN

STAY IN LANE

STOP AHEAD

STOP XX MILES

TUNE RADIO 1610 AM

USE NN ROAD

USE CENTER LANE

USE DETOUR ROUTE

USE LEFT TURN LANE

USE NEXT EXIT

USE RIGHT LANE

WATCH FOR FLAGGER



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

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☑ Original	Re-Ce	rtificatio	on	RIGHT O	F WAY CERTIFICAT	ION
ITEM	1#	W Ale	COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
3-9013.20		Todd		FD52 110 00	68 008-009	HSIP 9010 (373)
PROJECT DESC	RIPTION					
Construct offse	et left turn lan	es, upda	te the signing & stripi	ng, and update the	signal to include r	eflective backplates at the
intersection of	US 68 & KY 1	31				•
	ional Right of					
Construction wi	ll be within the	limits of t	he existing right of way.	The right of way w	as acquired in accord	dance to FHWA regulations
				isitions Policy Act o	f 1970, as amended.	No additional right of way or
relocation assist	THE RESERVE AND ADDRESS OF THE PERSON NAMED IN					
	THE RESERVE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER.	The second of the second	of Way Required and	The second secon	. 1. 1 !	
			rol of access rights when			ng legal and physical re may be some improvements
						s physical possession and the
						en paid or deposited with the
court. All relocat	court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons					
			ance with the provision		/A directive.	
	The Real Property lies and the last lies and the		of Way Required wit	THE RESERVE AND ADDRESS OF THE PARTY OF THE	LEMEN SALE BOOK	
						the proper execution of the
project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right						
to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just						
Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract						
	The second second second second		of Way Required wit	THE RESIDENCE OF THE PARTY OF T	THE RESIDENCE OF THE SE	
						parcels still have occupants. All
			ent housing made availa			
						e necessary right of way will not
						pald or deposited with the 635.309(c)(3) and 49 CFR
			fall acquisitions, relocat			
			orce account construction			and prior to
Total Number of Par	cels on Project	0	EXCEPTION (5) Parcel #	ANTICIF	PATED DATE OF POSSESSI	ON WITH EXPLANATION
Number of Parcels 1	hat Have Been Acc	uired				
Signed Deed	,		1	2	j	F
Condemnation Signed ROE			•			
Notes/ Comments	s (Use Additional	Sheet if n	ecessary)			
	LPA RW Proj	ect Man	ager		Right of Way Su	pervisor
Printed Name				Printed Name	Allen	Acael
Signature				Signature	all on	
Date				Date	2/14/	
	Right of W	ay Direct	or		FHWA	
Printed Name		-		Printed Name		
Signature	Lung F.		2019.02.14 09:34:04 -06'00'	Signature	No Signa	iture Required
Date				Date	as per	-HWA-KYTC
				Date	Current Stewa	ardship Agreement

Contract ID: 194112 Page 51 of 164



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

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Original	Re-Certification RIGHT OF WAY CERTIFICATION					
ITEM	# 402 7 45		COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
3-9013.40	V	/arren		FD52 114 00	68 013-014	HSIP 9010 (374)
PROJECT DESC	RIPTION					
Undate the sign	nal to include re	flective	e backplates at the in	tersection of US 6	8 & Old Barren Riv	er Road
The State of the S	ional Right of W		The state of the s		Az de Composito de la Composi de la Composito de la Composito de la Composito de la Composito	
THE RESERVE OF THE PARTY OF THE	THE RESIDENCE OF THE PARTY OF T			The right of way w	vas acquired in accor	dance to FHWA regulations
						. No additional right of way or
	ance were requir			•	•	_
Condition	#/1 (Additiona	l Right	of Way Required and	(Cleared)		
All necessary rigi	ht of way, includi	ng cont	rol of access rights when	n applicable, have b	een acquired includi	ng legal and physical
1 '				-		ere may be some improvements
			-	•		as physical possession and the
l "	rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the					
court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons						
The second secon	adequate replacement housing in accordance with the provisions of the current FHWA directive. Condition # 2 (Additional Right of Way Required with Exception)					
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the						
project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but						
	right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right					
				•		he court for most parcels. Just
I			be paid or deposited w			
Condition	n#3 (Additiona	l Right	of Way Required wit	h Exception)		
						parcels still have occupants. All
			ent housing made availa			*
						ne necessary right of way will not
						e paid or deposited with the
			ing. KYTC will fully meet all acquisitions, relocat			635.309(c)(3) and 49 CFR
1			orce account construction		ents arter ord retting	and prior to
Total Number of Par		0	EXCEPTION (S) Parcel #		PATED DATE OF POSSESS	ON WITH EXPLANATION
Number of Parcels T	hat Have Been Acqui					
Signed Deed						
Condemnation]		1	y	J	į
Signed ROE Notes/ Comments	: (Use Additional Si	neet if n	ecessary)			
						10
	LPA RW Project	t Man	ager		Right of Way S	unervisor
Printed Name			-8	Printed Name	Alten	
Signature				Signature	all as	.0/
Date				Date		1/19
	Right of Way	Direct	or		FHWA	* * *
Printed Name	1 1	44	2019.02.14	Printed Name	N 01 1	
Signature	- Jun 4.	Ima	09:45:30 -06'00'	Signature	No Signatu as per FF	re Required IWA-KYTC
Date				Date	as per FH Current Steward	Johin Agricano
		-			1-	



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

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ITEM # COUNTY PROJECT # [STATE] PROJECT # (FEDERAL)	\boxtimes	Original	L Re-	Certification		RIGHT OF	WAY CERTIFICAT	ON
Mill and resurface the approaches, update the signing and striping, and update the signal to include reflective backplates at the intersection of US 31E & KY 100 No Additional Right of Way Required Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project. Condition # 1 (Additional Right of Way Required and Cleared) All necessary right of way, Including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive. Condition # 2 (Additional Right of Way Required with Exception) The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been acquired. Some parcels may be pending in court and on other pa		ITEM			COUNTY	PROJEC	T # (STATE)	PROJECT # (FEDERAL)
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the intersection of US 31E & KY 100 No Additional Right of Way Required Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project. Condition # 1 (Additional Right of Way Required and Cleared) All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Tail or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demotish all improvements and enter on all land, but Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive. Condition #2 (Additional Right of Way Required with Exception) The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court for roal parcels graph parcels will be paid or deposited with the court for some parcels still have occupants will not be relocated with the court prior to AWARD of construction contract Condition	PROJ	ECT DESCR	IPTION					
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All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive. Condition #2 (Additional Right of Way Required with Exception)						sitions Policy Act of	1970, as amended.	No additional right of way or
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remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive. Condition # 2 (Additional Right of Way Required with Exception)				_	-	• •	•	
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court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive. Condition #2 (Additional Right of Way Required with Exception) The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract Condition #3 (Additional Right of Way Required with Exception) Condition #3 (Additional Right of Way Required with Exception) The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24,204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(1) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. LPA RW		_	_			•		
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No Signature Required			(1000)				No Sign	valusing Aureement
Date as per FHWA-KYTC Current Stewardship Agreement						Date	as per	ardship Agreement



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

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

○ Original		Re-Cert	ificatio	ก	RIGHT O	F WAY CERTIFICAT	TION
ITEM	#		TENER	COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
3-9013.60		W	/arren		FD52 114 03	1W 023-024	HSIP 9010 (376)
PROJECT DESC	RIPTIO	N					
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relocation assist							
Condition	1#1 (A	dditiona	Right	of Way Required and	Cleared)		
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possession. Trial	or appe	eal of case	s may b	e pending in court but i	legal possession has	been obtained. The	re may be some improvements
							s physical possession and the
	rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the						
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Number of Parcels T	hat Have	Been Acqui	red				
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Signed ROE	,				,)	
Notes/ Comments	(Use Ad	ditional Sl	eet if no	ecessary)			
	LPA R	W Projec	t Mana	iger	-477	Right of Way S	upervisor
Printed Name		-			Printed Name	Allen	
Signature					Signature	ale l	
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Date	•		- · · · · · · · · · · · · · · · · · · ·				rdship Agreement
					Date		

Improvements at Various Intersections in Allen, Todd, and Warren Counties
HSIP 9010 (292)

Item No. 3-9013.20, 3-9013.40, 3-9013.50, & 3-9013.60

GENERAL PROJECT NOTE ON UTILITY PROTECTION

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

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

The following utility facilities are present and are not to be disturbed during construction activities.

WATER / SEWER

Allen County Water District, City of Scottsville, City of Elkton, Logan Todd Regional Water Commission, Todd County Water District, Warren County Water District, and Bowling Green Municipal Utilities has existing water and sewer mains within the limits of the project areas. These facilities are to remain and are **not to be disturbed**.

GAS

Atmos Energy has underground facilities, including high-pressure gas mains, within the limits of the project areas. These facilities are to remain and are **not to be disturbed**. Before any digging, boring, or excavating within 20 feet of a high-pressure gas line, call 72 hours PRIOR to arrange for Gas Company to meet on site. Hand digging is mandatory within the statutory tolerance zone.

• ELECTRIC / TELEPHONE / CABLE

Pennyrile Rural Electric, North Central Telephone, Windstream Kentucky, AT&T, Spectrum Cable, Level 3 Communications, and Warren Rural Electric has overhead and possible underground facilities within the limits of the project areas. These facilities are to remain and are **not to be disturbed**.

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

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

AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

N/A

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

N/A

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

N/A

Improvements at Various Intersections in Allen, Todd, and Warren Counties
HSIP 9010 (292)
Item No. 3-9013.20, 3-9013.40, 3-9013.50, & 3-9013.60

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

☑ No Rail Involved ☐ Minimal Rail Involved (See Below) ☐ Rail Involved (See Below)

UNDERGROUND FACILITY DAMAGE PROTECTION - BEFORE YOU DIG

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

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

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

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

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities 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.

Improvements at Various Intersections in Allen, Todd, and Warren Counties
HSIP 9010 (292)

Item No. 3-9013.20, 3-9013.40, 3-9013.50, & 3-9013.60

AREA UTILITIES CONTACT LIST

Utility Company/Agency	<u>Contact Name</u>	Contact Information
1. Allen County Water District	Garry Wade	330 New Gallatin Road, P.O. Box 58 Scottsville, KY 42164 270-622-8770 acwd@nctc.com
City of Scottsville Water and Sewer Department	William Thomason	201 West Main St. Scottsville, KY 42164 270-618-1843 gdavis@cityofscottsville.org
City of Elkton Water and Sewer Department	Terry Frogue	304 Weathers Ave., P.O. Box 578 Elkton, KY 42220 270-265-5703 elkcityof@bellsouth.net
Logan Todd Regional Water Commission	Kyle Kenner	248 Tower St., P.O. Box 400 Guthrie, KY 42234 270-483-6990 kkenner@ltrwc.org
5. Todd County Water District	John Haley	Highland Lick Road, P.O. Box 520 Elkton, KY 42220 270-277-9048 jqhaley@hotmail.com
6. Warren County Water District	Ryan Leisey	523 Hwy 259 North, P.O. Box 10180 Bowling Green, KY 42102 270-842-0052 ryanl@warrenwater.com
7. Bowling Green Municipal Utilities Water and Sewer Division	Emmet Wood	801 Center St., P.O. Box 10300 Bowling Green, KY 42102 270-782-1200 ewood@bgmu.com
8. Atmos Energy Corporation	Ryne White	3275 Highland Point Dr. Owensboro, KY 42303 270-929-1706 Ryne.white@atmosenergy.com

Improvements at Various Intersections in Allen, Todd, and Warren Counties HSIP 9010 (292)

Item No. 3-9013.20, 3-9013.40, 3-9013.50, & 3-9013.60

9. North Central Telephone	Troy Davis	872 HWY 52 East Bypass
·	•	P.O. Box 70
		Lafayette, Tennessee 37083
		615-666-2151
		trdavis@nctc.com
10. Windstream Kentucky East	Barry Roberts	50 Executive Parkway
		Hudson, Ohio 44236
		270-765-1805
		Barry.roberts@windstream.com
11. AT&T	Travis Parsley	1150 State St.
		Bowling Green, KY 42101
		270-846-3196
		Tp2087@att.com
12. Spectrum Cable	Benny Burch	133 South 3 rd St.
		Louisville, KY 40202
		270-782-0903
		Benny.burch@charter.com
13. Level 3 Communications	Kevin Webster	848 South 8 th St.
		Louisville, KY 40203
		502-777-8622
		www.fcsdesign.net
14. Warren Rural Electric	Jonathan Lindsey	951 Fairview Ave., P.O. Box 1118
		Bowling Green, KY 42102
		270-791-1687
		jonathanl@wrecc.com
15. Pennyrile Rural Electric	Eston Glover	2000 Harrison St.
Cooperative Cooperation		P.O. Box 2900
		Hopkinsville, KY 42241
		270-886-2555
		eglover@precc.com

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

MATERIAL SUMMARY

CONTRACT ID: 194112	121GR19T008-HSIP	03002031E1901

NEW GALLATIN ROAD (US-31E) IMPROVEMENTS AT THE INTERSECTION OF US 31E & KY 100 ASPHALT PAVEMENT & ROADWAY REHAB, A DISTANCE OF .53 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00216	CL3 ASPH BASE 1.00D PG76-22	332.00	TON
0010	00389	CL3 ASPH SURF 0.38D PG76-22	560.00	TON
0015	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	4.70	TON
0020	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS
0025	02677	ASPHALT PAVE MILLING & TEXTURING	892.00	TON
0030	20458ES403	CENTERLINE RUMBLE STRIPS	1,188.00	LF
0035	02562	TEMPORARY SIGNS	240.00	SQFT
0040		MAINTAIN & CONTROL TRAFFIC - INTERSECTION OF US 31E AT KY 100	1.00	LS
0045	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0050	02726	STAKING - INTERSECTION OF US 31E AT KY 100	1.00	LS
0055	06514	PAVE STRIPING-PERM PAINT-4 IN	11,987.00	LF
0060	06568	PAVE MARKING-THERMO STOP BAR-24IN	189.00	LF
0065	06569	PAVE MARKING-THERMO CROSS-HATCH	656.00	SQFT
0070	06574	PAVE MARKING-THERMO CURV ARROW	11.00	EACH
0075	06575	PAVE MARKING-THERMO COMB ARROW	6.00	EACH
0800	24955ED	REMOVE SIGNAL EQUIPMENT	1.00	EACH
0085	20188NS835	INSTALL LED SIGNAL-3 SECTION	4.00	EACH
0090	21659NN	RELOCATE SIGNAL HEAD	2.00	EACH
0095	24601EC	INSTALL - RADAR PRESENCE DETECTOR TYPE A	4.00	EACH
0100	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 194112 121GR19T008-HSIP 0311000681901

RUSSELLVILLE ROAD (US-68) IMPROVEMENTS AT THE INTERSECTION OF US-68 & KY-181 ASPHALT SURFACE WITH GRADE & DRAIN, A DISTANCE OF .5 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0105	00001	DGA BASE	394.00	TON
0110	00190	LEVELING & WEDGING PG64-22	10.00	TON
0115	00216	CL3 ASPH BASE 1.00D PG76-22	993.00	TON
0120	00387	CL3 ASPH SURF 0.38B PG76-22	728.00	TON
0125		MOBILIZATION FOR MILL & TEXT - (INTERSECTION OF US 68 AND KY 181)	1.00	LS
0130	02677	ASPHALT PAVE MILLING & TEXTURING	719.00	TON
0135	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	6.70	TON
0140	01917	STANDARD BARRIER MEDIAN TYPE 2	351.00	SQYD
0145	02159	TEMP DITCH	616.00	LF
0150	02160	CLEAN TEMP DITCH	308.00	LF
0155	02200	ROADWAY EXCAVATION	489.00	CUYD

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0160	02562	TEMPORARY SIGNS	240.00	SQFT
0165	02650	MAINTAIN & CONTROL TRAFFIC - (INTERSECTION OF US 68 AND KY 181)	1.00	LS
0170	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0175	02696	SHOULDER RUMBLE STRIPS	3,272.00	LF
0180	02701	TEMP SILT FENCE	616.00	LF
0185	02703	SILT TRAP TYPE A	1.00	EACH
0190	02704	SILT TRAP TYPE B	1.00	EACH
0195	02705	SILT TRAP TYPE C	1.00	EACH
0200	02706	CLEAN SILT TRAP TYPE A	1.00	EACH
0205	02707	CLEAN SILT TRAP TYPE B	1.00	EACH
0210	02708	CLEAN SILT TRAP TYPE C	1.00	EACH
0215	02726	STAKING - (INTERSECTION OF US 68 AND KY 181)	1.00	LS
0220	05950	EROSION CONTROL BLANKET	262.00	SQYD
0225	05952	TEMP MULCH	2,165.00	SQYD
0230	05953	TEMP SEEDING AND PROTECTION	1,624.00	SQYD
0235	05963	INITIAL FERTILIZER	.11	TON
0240	05964	MAINTENANCE FERTILIZER	.18	TON
0245	05985	SEEDING AND PROTECTION	3,248.00	SQYD
0250	05992	AGRICULTURAL LIMESTONE	2.18	TON
0255	06514	PAVE STRIPING-PERM PAINT-4 IN	6,391.00	LF
0260	06568	PAVE MARKING-THERMO STOP BAR-24IN	231.00	LF
0265	06569	PAVE MARKING-THERMO CROSS-HATCH	1,088.00	SQFT
0270	06574	PAVE MARKING-THERMO CURV ARROW	8.00	EACH
0275	06575	PAVE MARKING-THERMO COMB ARROW	2.00	EACH
0280	00462	CULVERT PIPE-18 IN	209.00	LF
0285	00464	CULVERT PIPE-24 IN	5.00	LF
0290	00466	CULVERT PIPE-30 IN	4.00	LF
0295	01310	REMOVE PIPE	9.00	LF
0300	01456	CURB BOX INLET TYPE A	1.00	EACH
0305	01511	DROP BOX INLET TYPE 5D	1.00	EACH
0310	01584	CAP DROP BOX INLET	1.00	EACH
0315		CONCRETE-CLASS A	1.59	CUYD
0320	23610NC	CORED HOLE DRAINAGE BOX CON - (30 INCH)		EACH
0325		SBM ALUM SHEET SIGNS .080 IN		SQFT
0330		STEEL POST TYPE 1	77.00	LF
0335		REMOVE & RELOCATE SIGNS		EACH
0340		REMOVE SIGN		EACH
0345		GMSS TYPE D - SURFACE MOUNT		EACH
0350		INSTALL - W3-3 LED BLINKERSIGN		EACH
0355		BARCODE SIGN INVENTORY		EACH
0360		SAW CUT	1,113.00	
0365		REMOVE SIGNAL EQUIPMENT		EACH
0370		INSTALL LED SIGNAL- 4 SECTION		EACH
0375		RELOCATE SIGNAL HEAD		EACH
0380		ANCHOR		EACH
0385		MESSENGER-15400 LB	160.00	LF
0390		DEMOBILIZATION	1.00	LS
0395		INSTALL - RADAR PRESENCE DETECTOR TYPE A		EACH
0400		INSTALL - RADAR ADVANCE DETECTOR TYPE B		EACH

MATERIAL SUMMARY

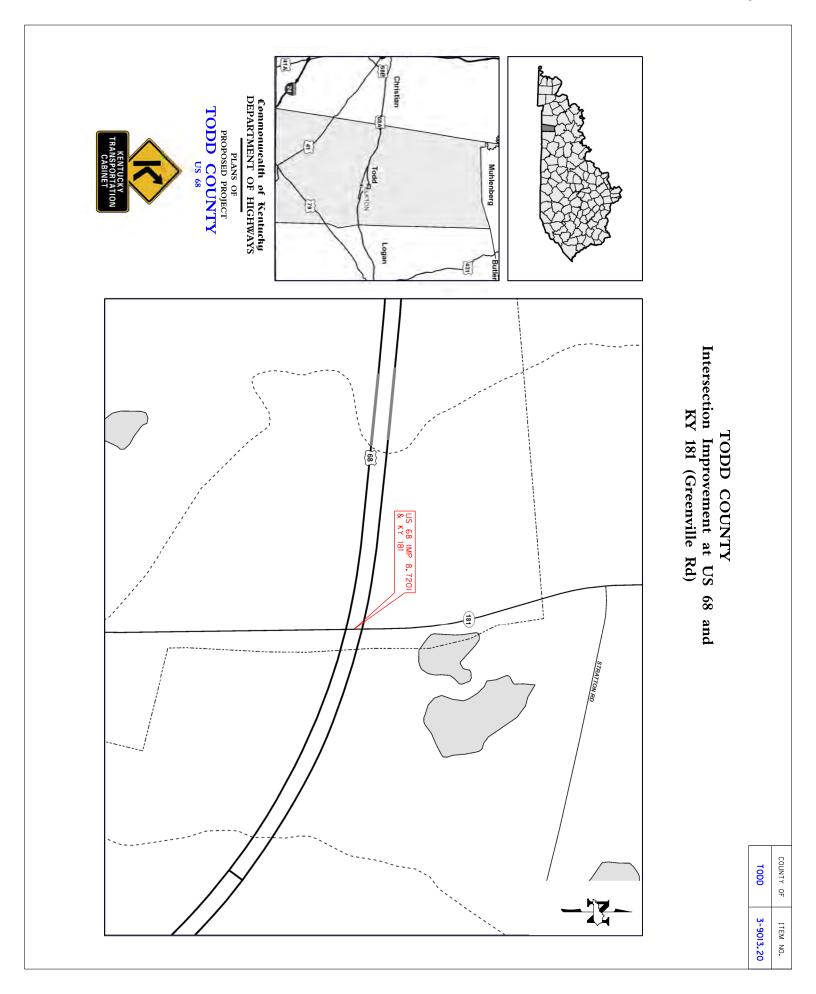
CONTRACT ID: 194112	121GR19T008-HSIP	0311400681901

VETERANS MEMORIAL LANE (US-68) IMPROVEMENTS AT THE INTERSECTION OF US-68 & OLD BARREN RIVER ROAD SIGNS-LIGHTING-SIGNALS, A DISTANCE OF .1 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0440		MAINTAIN & CONTROL TRAFFIC - INTERSECTION OF US 68 AT OLD BARREN RIVER RD	1.00	LS
0445		STAKING - INTERSECTION OF US 68 AT OLD BARREN RIVER RD	1.00	LS
0450	24955ED	REMOVE SIGNAL EQUIPMENT	1.00	EACH
0455	20188NS835	INSTALL LED SIGNAL-3 SECTION	9.00	EACH
0460	20266ES835	INSTALL LED SIGNAL- 4 SECTION	2.00	EACH
0465	02569	DEMOBILIZATION	1.00	LS

LOUISVILLE ROAD (US-31W) UPDATE THE SIGNING AT THE INTERSECTION OF US-31W & KY-743 SIGNS-LIGHTING-SIGNALS, A DISTANCE OF .57 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0405	02650	MAINTAIN & CONTROL TRAFFIC - INTERSECTION OF US 31W AND KY 743	1.00	LS
0410	02726	STAKING - INTERSECTION OF US 31W AND KY 743	1.00	LS
0415	06406	SBM ALUM SHEET SIGNS .080 IN	32.00	SQFT
0420	06407	SBM ALUM SHEET SIGNS .125 IN	13.00	SQFT
0425	06410	STEEL POST TYPE 1	84.00	LF
0430	24631EC	BARCODE SIGN INVENTORY	7.00	EACH
0435	02569	DEMOBILIZATION	1.00	LS



TODD COUNTY US 68 (RUSSELLVILLE ROAD) MP 8.720 @ KY 181 (GREENVILLE ROAD) ITEM NO. 3-9013.20 GENERAL SUMMARY

ITEM NUMBER	ITEM		UNIT	QUANTITY
1	DGA BASE	1	TON	394
190	LEVELING & WEDGING PG64-22	(1)	TON	10
216	CL3 ASPH BASE 1.00D PG76-22	(1)	TON	993
387	CL3 ASPH SURF 0.38B PG76-22	(1)	TON	728
462	CULVERT PIPE-18 IN	LF	209	
464	CULVERT PIPE-24 IN	2	LF	5
466	CULVERT PIPE-30 IN	(2)	LF	4
1310	REMOVE PIPE	2	LF	9
1456	CURB BOX INLET TYPE A	2	EACH	1
1511	DROP BOX INLET TYPE 5D	2	EACH	1
1584	CAP DROP BOX INLET	(2)	EACH	1
1917	STANDARD BARRIER MEDIAN TYPE 2	1	SQYD	351
2159	TEMP DITCH		LF	616
2160	CLEAN TEMP DITCH		LF	308
2200	ROADWAY EXCAVATION	(A)	CUYD	489
2562	TEMPORARY SIGNS		SQFT	240
2569	DEMOBILIZATION		LS	1
2650	MAINTAIN & CONTROL TRAFFIC (US 68 @ KY 181)		LS	1
2671	PORTABLE CHANGEABLE MESSAGE SIGN		EACH	2
2676	MOBILIZATION FOR MILL & TEXT		LS	1
2677	ASPHALT PAVE MILLING & TEXTURING	1	TON	719
2696	SHOULDER RUMBLE STRIPS	1	LF	3,272
2701	TEMP SILT FENCE		LF	616
2703	SILT TRAP TYPE A		EACH	1
2704	SILT TRAP TYPE B		EACH	1
2705	SILT TRAP TYPE C		EACH	1
2706	CLEAN SILT TRAP TYPE A		EACH	1
2707	CLEAN SILT TRAP TYPE B		EACH	1
2708	CLEAN SILT TRAP TYPE C		EACH	1
2726	STAKING (US 68 @ KY 181)		LS	1
4844	CABLE-NO. 14/5C		LF	400
4884	ANCHOR	3	EACH	4
4886	MESSENGER-15400 LB	3)	LF	160
24955ED	REMOVE SIGNAL EQUIPMENT (US 68 @ KY 181)		EACH	1
5950	EROSION CONTROL BLANKET		SQYD	262
5952	TEMP MULCH		SQYD	2,165
5953	TEMP SEEDING AND PROTECTION		SQYD	1,624
5963	INITIAL FERTILIZER		TON	0.11
5964	MAINTENANCE FERTILIZER		TON	0.18
5985	SEEDING AND PROTECTION		SQYD	3,248
5992	AGRICULTURAL LIMESTONE		TON	2.18
6406	SBM ALUM SHEET SIGNS .080 IN	(5)	SQFT	10
6410	STEEL POST TYPE 1	5	LF	77
6514	PAVE STRIPING-PERM PAINT-4 IN	4)	LF	6,391
6568	PAVE MARKING-THERMO STOP BAR-24IN	4)	LF	231
6569	PAVE MARKING-THERMO CROSS-HATCH	4)	SQFT	1,088
6574	PAVE MARKING-THERMO CURV ARROW	4	EACH	8
6575	PAVE MARKING-THERMO COMB ARROW	4	EACH	2
8100	CONCRETE-CLASS A	2	CUYD	1.59
20266ES835	INSTALL LED SIGNAL - 4 SECTION	3	EACH	5
20418ED	REMOVE & RELOCATE SIGNS	(5)	EACH	2
20430ED	SAW CUT	1	LF	1,133
21373ND	REMOVE SIGN	(5)	EACH	8
21596ND	GMSS TYPE D SURFACE MOUNT	(5)	EACH	2
21659NN	RELOCATE SIGNAL HEAD	3	EACH	2
23610NC	CORED HOLE DRAINAGE BOX CON (30")	2	EACH	1
24601EC	INSTALL W3-3 LED BLINKERSIGN	5	EACH	8
24601EC	INSTALL RADAR PRESENCE DETECTOR TYPE A		EACH	4
24601EC	INSTALL RADAR ADVANCE DETECTOR TYPE B		EACH	2
24631EC	BARCODE SIGN INVENTORY	5	EACH	12
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	(1)	TON	6.7
_	FROM THE PAVING SUMMARY			

- CARRIED OVER FROM THE PAVING SUMMARY
- CARRIED OVER FROM THE PIPE DRAINAGE SUMMARY
 CARRIED OVER FROM THE SIGNAL SUMMARY
- (4) CARRIED OVER FROM THE STRIPING / PAVEMENT MARKING SUMMARY
- 5 CARRIED OVER FROM THE SIGNING SUMMARY
- (A) TOTAL PROJECT EARTHWORK SUMMARY: TOTAL EXCAVATION = 489 CUYD, TOTAL EMBANKMENT = 46 CUYD

TODD COUNTY: US 68 @ KY 181 MILEPOST 8.720 ITEM NO. 3-9013.20 **PAVING SUMMARY**

	PAVING AREAS		PAVING QUANTITIES	
	ITEM	TOTAL	ITEM	TOTAL
NTERSECTI	ON RESURFACE			
		SQYD		TON
1.25"	CL3 ASPH SURF 0.38B PG76-22	10,576	CL3 ASPH SURF 0.38B PG76-22	728
ASPHALT MA	ATERIAL FOR TACK NON-TRACKING	10,576	ASPHALT MATERIAL FOR TACK NON-TRACKING	4.5
		CUYD		
ASPHALT PA	VE MILLING & TEXTURING	363	ASPHALT PAVE MILLING & TEXTURING	719
		LF		
SHOULDER F	RUMBLE STRIPS	3,272		
ED NEESET I	LEFT TURN LANE			
_B OFFSET	<u>LEFT TORN EANE</u>	SQYD		TON
3"	CL3 ASPH BASE 1.00D PG76-22	679	CL3 ASPH BASE 1.00D PG76-22	113
4"	CL3 ASPH BASE 1.00D PG76-22	811	CL3 ASPH BASE 1.00D PG76-22	179
4"	CL3 ASPH BASE 1.00D PG76-22	811	CL3 ASPH BASE 1.00D PG76-22 CL3 ASPH BASE 1.00D PG76-22	179
4"	DGA BASE	811	DGA BASE	187
	ATERIAL FOR TACK NON-TRACKING	2,301	ASPHALT MATERIAL FOR TACK NON-TRACKING	1.0
	WEDGING PG64-22	172	LEVELING & WEDGING PG64-22	5
	BARRIER MEDIAN TYPE 2	172	LEVELING & WEDGING PG04-22	5
STANDARD	SARRIER MEDIAN 11PE 2			
SAW CUT		LF		
SAW CUT		463		
WB OFFSET	LEFT TURN LANE			
		SQYD		
3"	CL3 ASPH BASE 1.00D PG76-22	744	CL3 ASPH BASE 1.00D PG76-22	123
4"	CL3 ASPH BASE 1.00D PG76-22	881	CL3 ASPH BASE 1.00D PG76-22	194
4"	CL3 ASPH BASE 1.00D PG76-22	881	CL3 ASPH BASE 1.00D PG76-22	194
4"	DGA BASE	881	DGA BASE	203
ASPHALT MA	ATERIAL FOR TACK NON-TRACKING	2,506	ASPHALT MATERIAL FOR TACK NON-TRACKING	1.1
LEVELING &	WEDGING PG64-22	179	LEVELING & WEDGING PG64-22	5
STANDARD E	BARRIER MEDIAN TYPE 2	179		
		LF		
SAW CUT		670		
				•
DRAINAGE F	PAVING QUANTITIES			1
		SQYD		
11"	CL3 ASPH BASE 1.00D PG76-22	17	CL3 ASPH BASE 1.00D PG76-22	11
4"	DGA BASE	17	DGA BASE	4
ASPHALT MA	ATERIAL FOR TACK NON-TRACKING	50	ASPHALT MATERIAL FOR TACK NON-TRACKING	0.1
		PAVING	S SUMMARY	
CODE	ITEM		UNITS	PROJECT TOTA
1	DGA BASE		TON	394
190	LEVELING & WEDGING PG64-22		TON	10
216	CL3 ASPH BASE 1.00D PG76-22		TON	993
387	CL3 ASPH SURF 0.38B PG76-22		TON	728
1917	STANDARD BARRIER MEDIAN TYPE 2		SQYD	351
2677	ASPHALT PAVE MILLING & TEXTURING		TON	719
2696	SHOULDER RUMBLE STRIPS		LF	3,272
	OLIGOLDEIX MONIDEL OTIMES		LF	3,212
20430ED	SAW CUT		LF	1,133

NOTES:
All asphalt mixtures shall be estimated at 110 lbs. per SQ. YD. per inch of depth unless noted otherwise DGA Base estimated at 115 lbs. per SQ. YD. per inch of depth

TODD COUNTY: US 68 @ KY 181 MILEPOST 8.720 ITEM NO. 3-9013.20 PIPE DRAINAGE SUMMARY

	THE BIOMINACE COMMINACE									
		CULVE	RT PIPE	1		MIS	CELLANE	ous (1)	REMARKS
STATION	CULVERT PIPE-18 IN	CULVERT PIPE-24 IN	CULVERT PIPE-30 IN	REMOVE PIPE	CURB BOX INLET TYPE A	DROP BOX INLET TYPE 5D	CAP DROP BOX INLET(CONCRETE-CLASS A (C)	CORED HOLE DRAINAGE BOX CON (30")	
ITEM CODE	462	464	466	1310	1456	1511	1584	8100	23610NC	
	7				7			,		
UNIT TO BID	UNIT TO BID LF		F			EACH		CUYD	EACH	
1186+00	209					1				
1188+08		5	4	9	1		1	1.59	1	
PROJECT TOTALS	209	5	4	9	1	1	1	1.59	1	PROJECT TOTALS

NOTES:

- THE CONTRACTOR SHALL FIELD VERIFY TYPES AND DIMENSIONS PRIOR TO ORDERING.
- ① ② ③ SEE CAP DROP BOX INLET DETAIL FOR FURTHER INFORMATION.
- INCLUDED FOR INTERMEDIATE ANCHOR TO CONNECT EX. AND PROPOSED PIPE. SEE STANDARD DRAWING.

Signal Head Replacements for: US 68 @ KY 181

REPLACE EXISTING SIGNAL HEADS

STATION*	OFFSET*	DESCRIPTION
1189+64	84' RT	4 Section with Double Red Heads and Reflective Backplate
1189+76	83' RT	4 Section with Double Red Heads and Reflective Backplate
1189+37	80' LT	4 Section with Double Red Heads and Reflective Backplate
1189+49	80' LT	4 Section with Double Red Heads and Reflective Backplate
1189+86	84' LT	Supplemental 4 Section with Double Red Heads and Reflective Backplate

* STATION AND OFFSET ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. ALIGN SIGNAL HEADS WITH EXISTING SPAN WIRES AND DRIVING LANES.

NOTE: THESE NUMBERS ARE FOR ESTIMATE PURPOSES ONLY. FINAL LOCATIONS AND QUANTITIES WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.

SIGNAL HEAD REPLACEMENTS

Signal Heads For NB KY 181

	Red	Red	Yellow	Yellow	Green	Green
Signal Head	Ball	Arrow	Ball	Arrow	Ball	Arrow
4 Section with Double Red Heads and Reflective	2		1		1	
Backplate	2		1			
4 Section with Double Red Heads and Reflective	_					
Backplate	2		1		1	
Totals	4	0	2	0	2	0

ALL QUANTITIES ARE CARRIED OVER TO GENERAL SUMMARY

Signal Heads For SB KY 181

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
4 Section with Double Red Heads and Reflective Backplate	2		1		1	
4 Section with Double Red Heads and Reflective Backplate	2		1		1	
Supplemental 4 Section with Double Red Heads and Reflective Backplate	2		1		1	
Totals	6	0	3	0	3	0

RELOCATE EXISTING SIGNAL HEADS

Γ	FRO	М	TO		DESCRIPTION
Г	STATION*	OFFSET*	STATION*	OFFSET*	DESCRIPTION
Γ	1189+04	7' LT	1189+08	11' RT	4 SECTION (Flashing Yellow Arrow) with Reflective Backplate
	1190+14	6' RT	1190+09	11' LT	4 SECTION (Flashing Yellow Arrow) with Reflective Backplate

TODD COUNTY US 68 AND KY 181 ITEM NO. 3-9013.20 STRIPING / PAVEMENT MARKING SUMMARY

STRIPING									
BEGIN END			LENGTH	DESCRIPTION	LF				
STATION	OFFSET	STATION	OFFSET	LENGIH	DESCRIPTION	LF			
1183+68	21.1' RT	1188+34	9.3' LT	467	Single Solid Yellow Line	467			
1183+68	33.1' RT	1189+08	32.7' RT	536	Single Dashed White Line	134			
1183+68	45.1'RT	1189+79	151.2' RT	659 Single Solid White Line		659			
1185+49	21.7' RT	1189+06	2.0' LT	357 Single Solid White Li		357			
1185+49	21.7' RT	1189+07	20.7' RT	357	Single Solid White Line	357			
1186+30	42.4' LT	1189+00	157.2' LT	368	Single Solid White Line	368			
1186+30	30.4' LT	1189+05	32.0' LT	278 Single Dashed White I		70			
1186+30	18.4' LT	1188+34	18.9' LT	205 Single Solid Yellow Line		205			
1188+34	18.9' LT	1189+05	20.0' LT	72 Double Solid Yellow Line		144			
1188+34	9.3' LT	1189+05	14.0' LT	72	72 Double Solid Yellow Line				
1189+13	160.3' LT	1189+33	79.0' LT	84	84 Single Solid White Line				
1189+24	163.0' LT	1189+45	80.4' LT	86	Double Solid Yellow Line	172			
1189+36	166.0' LT	1196+00	45.9' LT	743	Single Solid White Line	743			
1189+74	87.8' RT	1189+91	148.2' RT	63	Double Solid Yellow Line	126			
1189+88	84.7' RT	1190+05	144.7' RT	63	Single Solid White Line	63			
1190+13	32.3' LT	1196+00	33.9' LT	594	Single Dashed White Line	149			
1190+13	20.3' LT	1193+91	21.0' LT	381	Single Solid White Line	381			
1190+13	2.3' RT	1193+91	21.0' LT	381	Single Solid White Line	381			
1190+13	14.3' RT	1190+78	10.3' RT	66	Double Solid Yellow Line	132			
1190+13	20.3' RT	1190+78	20.5' RT	66	Double Solid Yellow Line	132			
1190+13	32.3' RT	1192+75	32.0' RT	262	Single Dashed White Line	66			
1190+18	141.5' RT	1192+75	44.0' RT	336	Single Solid White Line	336			
1190+78	20.5' RT	1192+75	20.0' RT	197	Single Solid Yellow Line	197			
1190+78	10.3' RT	1196+00	21.9' LT	524	Single Solid Yellow Line	524			
		PAV	EMENT MARKING	S - ARROWS					
STA	TION	OFF	SET	DE	SCRIPTION	EACH			
118	1185+72		14.8' RT		Thermoplastic Curve Arrow				
118	1187+29		4.0' RT		Thermoplastic Curve Arrow				
1188+86		5.6' LT		Thermop	1				
1189+16		121.4' LT		Thermopl	1				
1189+28		122.8' LT		Thermop	1				
1189+96		137.0'RT		Thermop	1				
1190+08		134.5' RT		Thermopl	1				
119	1190+39		'RT	Thermop	1				
1192+00		3.8' LT		Thermoplastic Curve Arrow		1			
119	1193+60		14.2' LT		Thermoplastic Curve Arrow				
	PAVEMENT MARKINGS - STOP BAR								
STA	STATION		OFFSET		DESCRIPTION				
1189+07		14.0' LT - 58.9' RT		24" STOP BAR		74			
1188+99 - 1189+46		80.0' LT		24" STOP BAR		48			
1189+73 - 1190+13		85.0' RT		24" STOP BAR		40			
1190+13		54.1' LT - 14.3' RT		24	69				
PAVEMENT MARKINGS - CROSS-HATCH									
STA	STATION		OFFSET		DESCRIPTION				
1185+49	- 1189+08	Varie	es RT	Cross Hatch Wid	538				
1190+13	- 1193+91	Vari	es LT	Cross Hatch Wid	550				

BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY
6514	PAVE STRIPING-PERM PAINT-4 IN	LF	6,391
6568	PAVE MARKING-THERMO STOP BAR-24IN	LF	231
6569	PAVE MARKING-THERMO CROSS-HATCH	SQFT	1,088
6574	PAVE MARKING-THERMO CURV ARROW	EACH	8
6575	PAVE MARKING-THERMO COMB ARROW	EACH	2

TODD COUNTY US 68 AND KY 181 ITEM NO. 3-9013.20 SIGNING SUMMARY

			SIGN LOCATIO	N	SIG	N SIZE		INSTALL REMOVE F			COMMENTS	
STATION / MILEPOINT	SIGN SPECIFICATION	SIDE OF ROAD	FACING TRAFFIC TRAVELING	ON ROAD	HORIZ. X VERT.	.080 ALUM AREA	.125 ALUM AREA			REMOVE & RELOCATE		
MP 8.5	W3-3 (FLASHING LED)	MED & RT	EB	US 68	48" X 48"			2	2		KYTC TO PROVIDE SIGNS. INSTALL W3-3 WITH FLASHING LED AND SOLAR PANEL. REMOVE EXISTING W3-3 SIGNS.	
1185+80	W3-3	MED	EB	US 68						1	REMOVE AND RELOCATE W3-3	
1186+70	R1-5a	MED	WB	US 68					1		REMOVE R1-5a (WRONG WAY) SIGN	
1188+45	R4-7	MED	WB	US 68	24" X 30"	5					INSTALL R4-7 (KEEP RIGHT) USING GMSS TYPE D SURFACE MOUNT.	
1190+60	R4-7	MED	EB	US 68	24" X 30"	5					INSTALL R4-7 (KEEP RIGHT) USING GMSS TYPE D SURFACE MOUNT.	
1192+80	R1-5a	MED	EB	US 68					1		REMOVE R1-5a (WRONG WAY) SIGN	
1193+45	W3-3	MED	WB	US 68						1	REMOVE AND RELOCATE W3-3	
MP 8.9	W3-3 (FLASHING LED)	MED & LT	WB	US 68	48" X 48"			2	2		KYTC TO PROVIDE SIGNS. INSTALL W3-3 WITH FLASHING LED AND SOLAR PANEL. REMOVE EXISTING W3-3 SIGNS.	
MP 12.91	W3-3 (FLASHING LED)	RT & LT	NB	KY 181	48" X 48"			2	1		KYTC TO PROVIDE SIGNS. INSTALL W3-3 WITH FLASHING LED AND SOLAR PANEL. REMOVE EXISTING W3-3 SIGN.	
MP 13.18	W3-3 (FLASHING LED)	RT & LT	SB	KY 181	48" X 48"			2	1		KYTC TO PROVIDE SIGNS. INSTALL W3-3 WITH FLASHING LED AND SOLAR PANEL. REMOVE EXISTING W3-3 SIGN.	

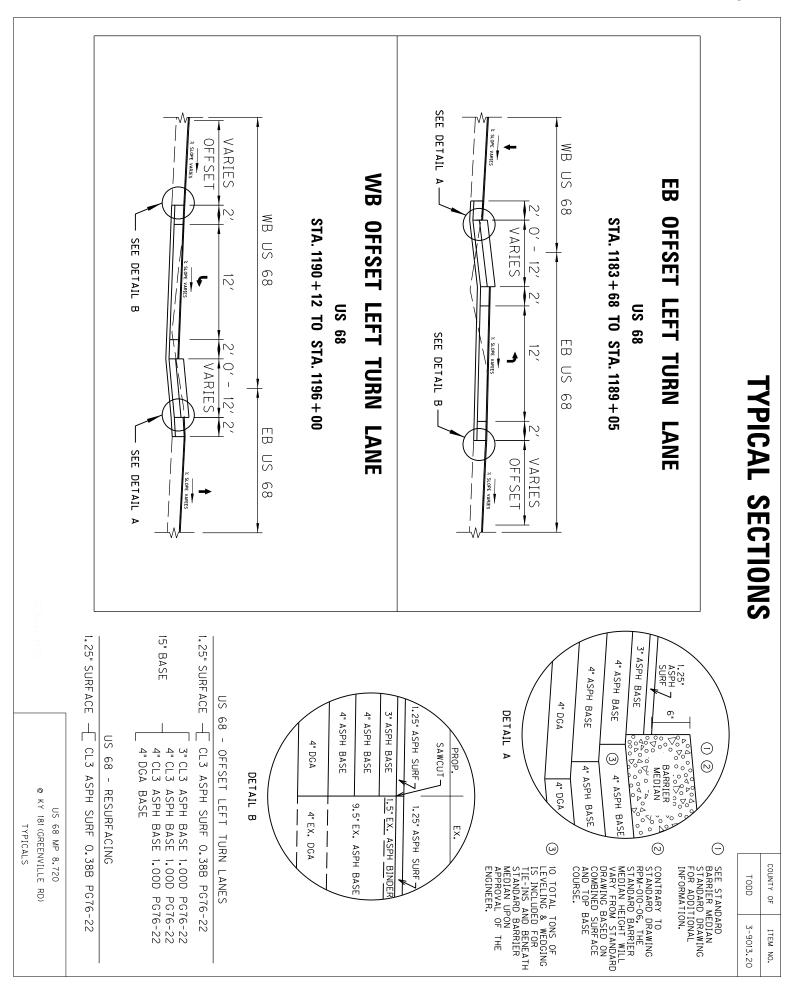
BID ITEM	ITEM DESCRIPTION	UNITS	QUANTITY
6406	SBM ALUM SHEET SIGNS .080 IN	SQFT	10
6410	STEEL POST TYPE 1	LF	77
20418ED	REMOVE & RELOCATE SIGNS	EACH	2
21596ND	GMSS TYPE D SURFACE MOUNT	EACH	2
21373ND	REMOVE SIGN	EACH	8
24601EC	INSTALL (W3-3 LED BLINKERSIGN)	EACH	8
24631EC	BARCODE SIGN INVENTORY	EACH	12

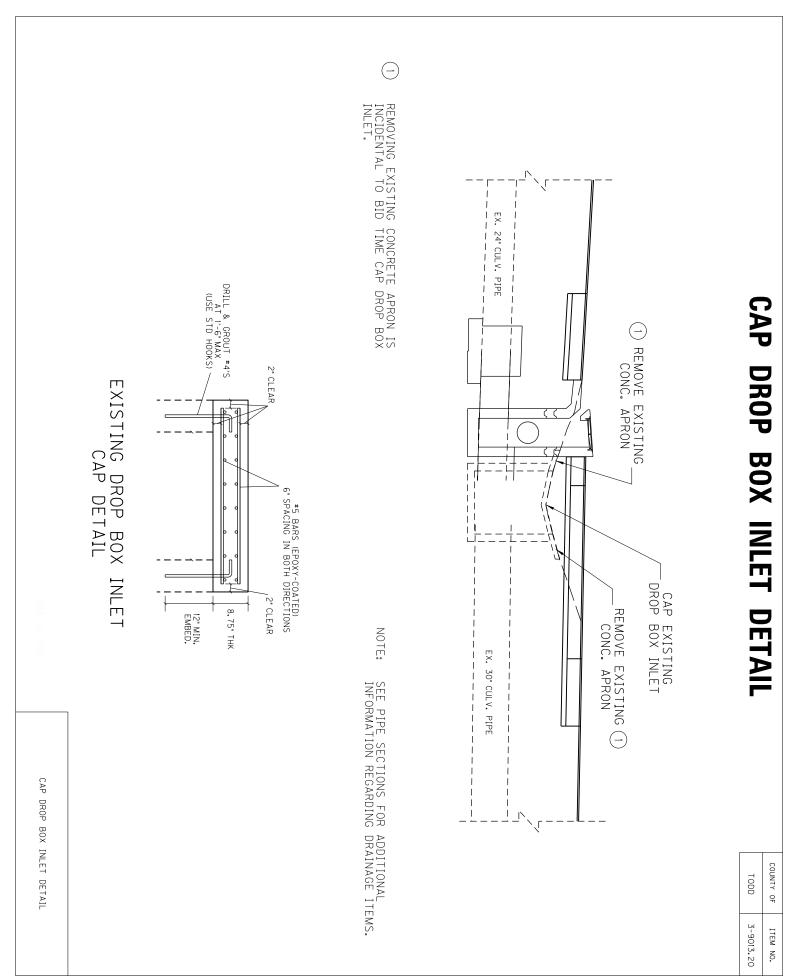


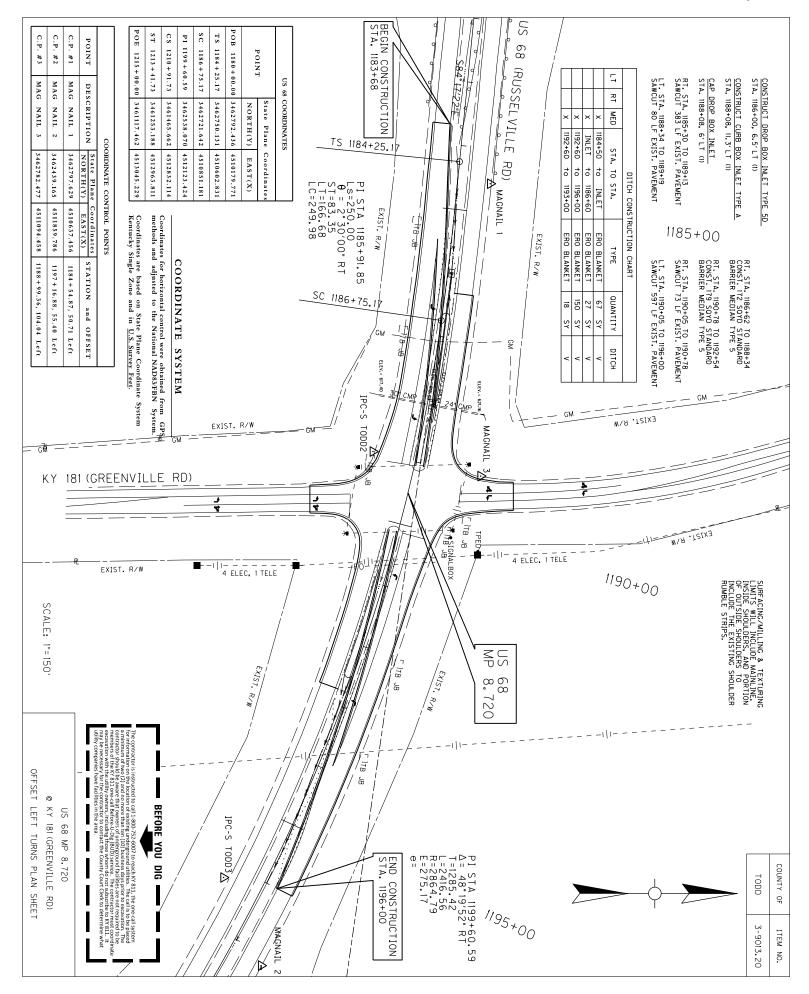


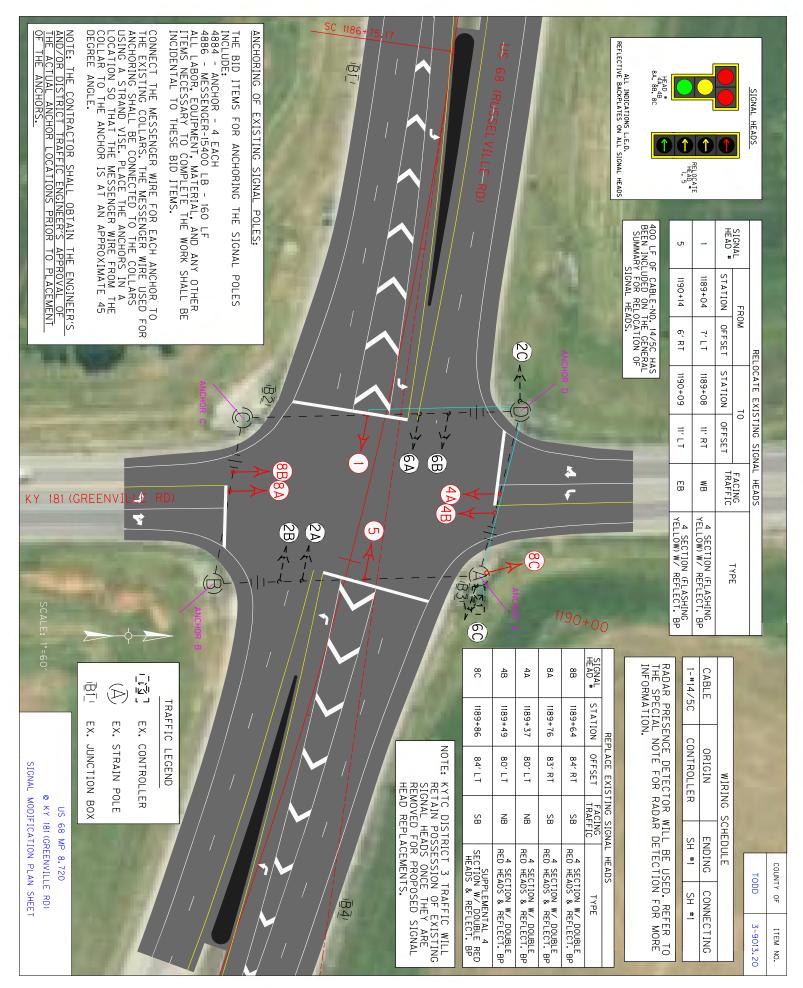


REFER TO THE SPECIAL NOTE FOR SIGNING, THE SPECIAL NOTE FOR BARCODES ON PERMANENT SIGNS, STANDARD SIGNING DETAIL SHEETS, AND SIGNING PLAN SHEET FOR MORE INFORMATION.









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Jeff Wolfe - Director

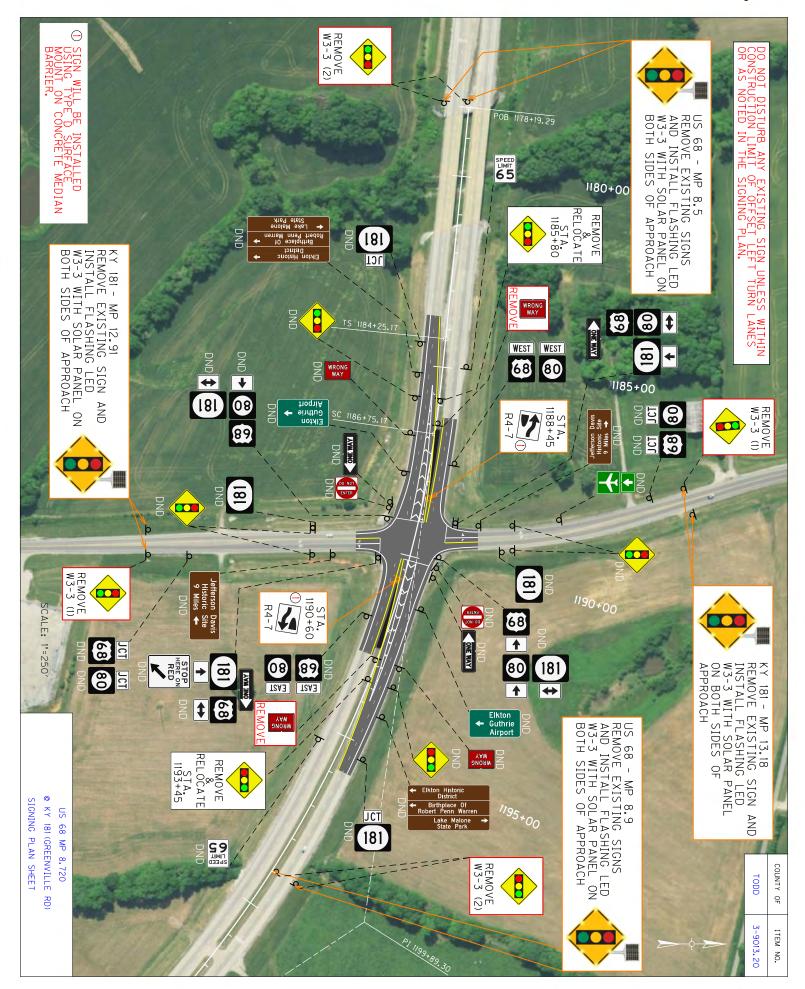
DIVISION OF TRAFFIC OPERATIONS

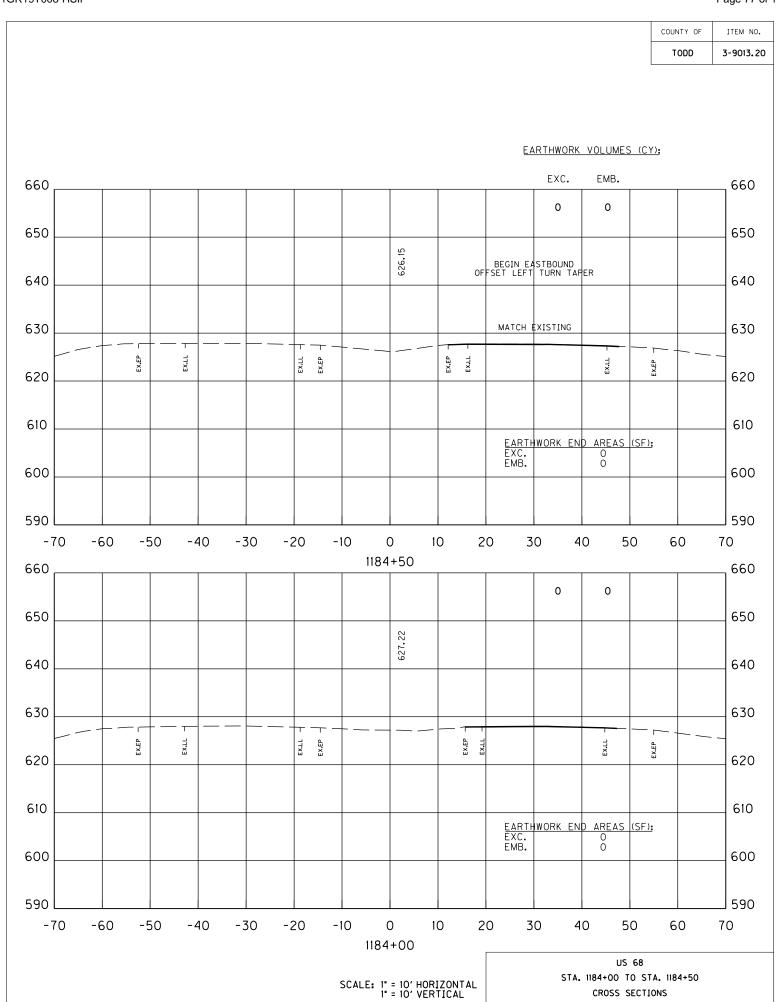
Phone (502) 564-3020 FAX (502) 564-7759

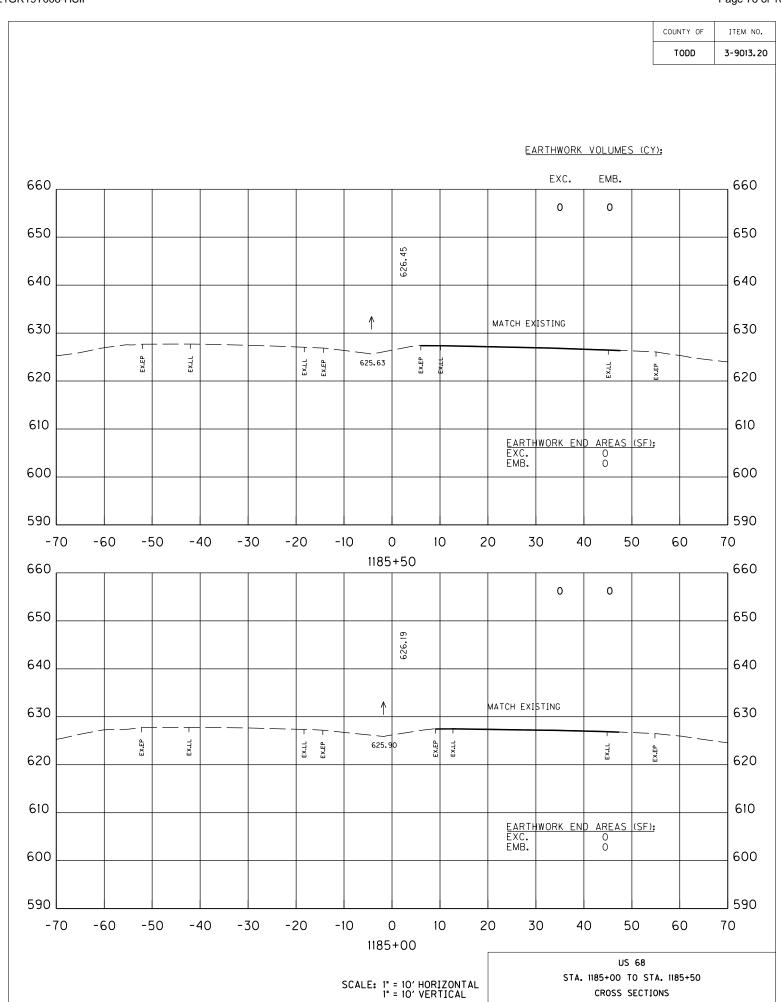
RECOMMENDATION FOR PICKUP OF ITEMS TO BE INSTALLED ON TRAFFIC SIGNALS/LIGHTING

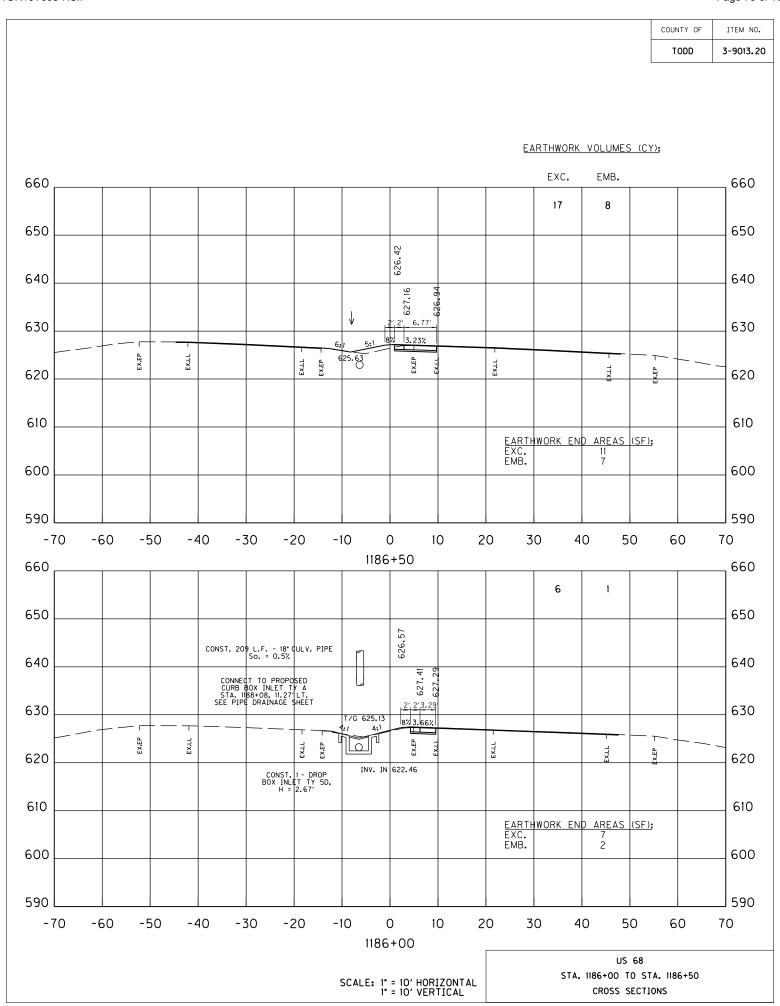
Item Number:	3-9013.20		
County:	Todd		
Description:	US 68 and KY 18	1	
	All heads to hav	e reflective backplates	_ _
Cabinets	Master code		
Signals			
5	T-02-0034	Siemen 4 section 12" signal double red	
5	T-02-0042	4-sec dbl red backplate only	
10	T-02-0330	LED Module 12" red ball	
5	T-02-0340	LED Module 12" yellow ball	
5	T-02-0350	LED Module 12" green ball	
Special items			
6	T-16-0605	LED Blinker Warning Sign	SPECIAL ORDER
1		Radar Detector Kit	SPECIAL ORDER
Poles			
Elec	trical Contractor Name		_
Electrical	Contractor Supervisor		Contact number for Supervisor
Project Engineer			Contact number for Project Engineer
Project Engine		ioned contractor is the actual electrical contractor on this p	roject

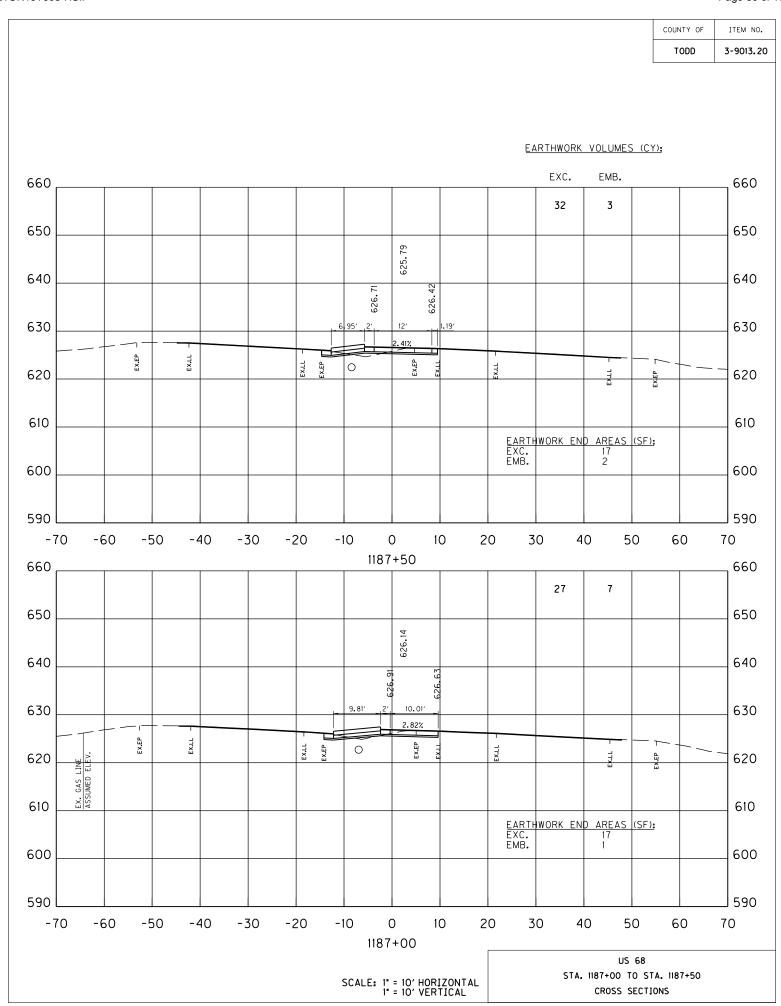


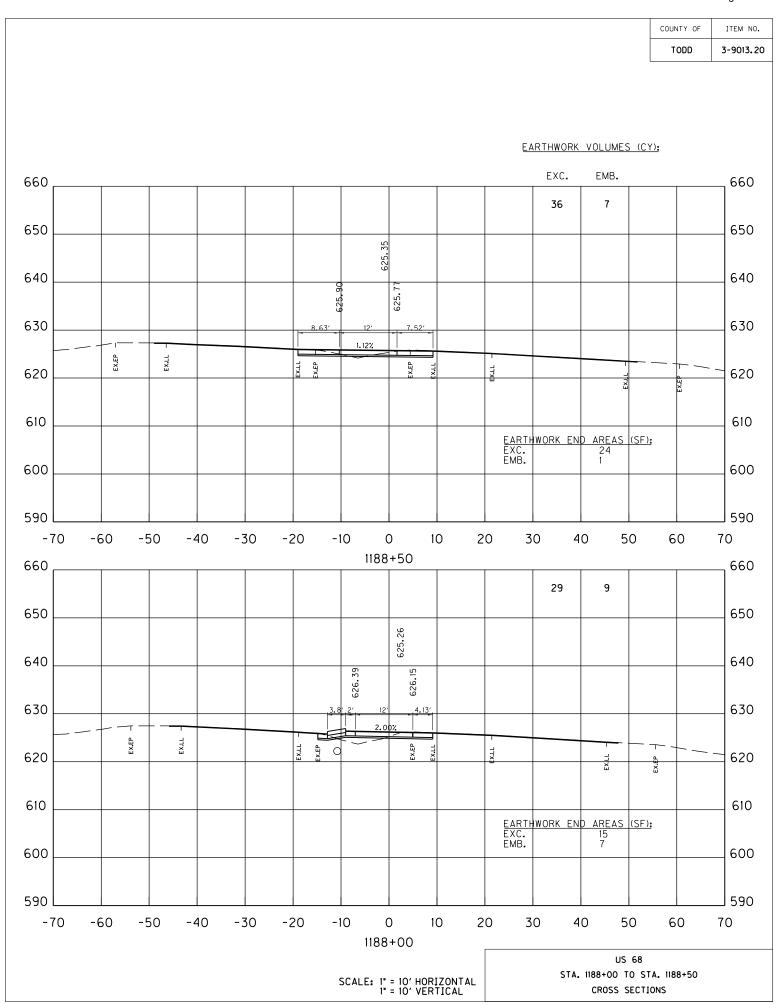


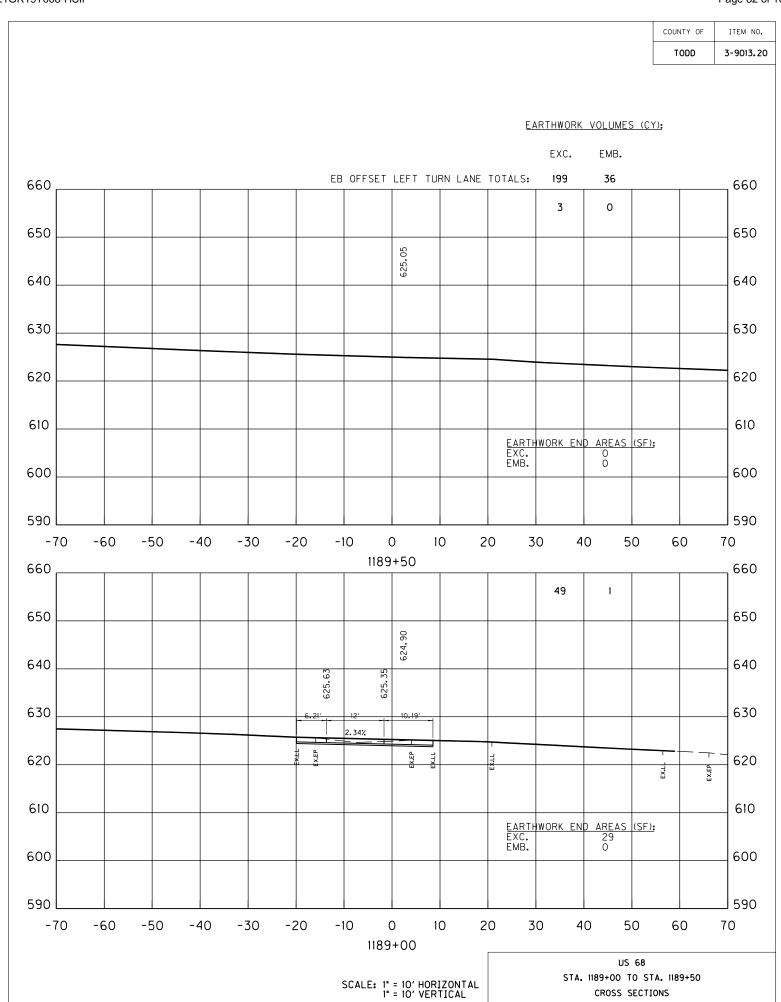


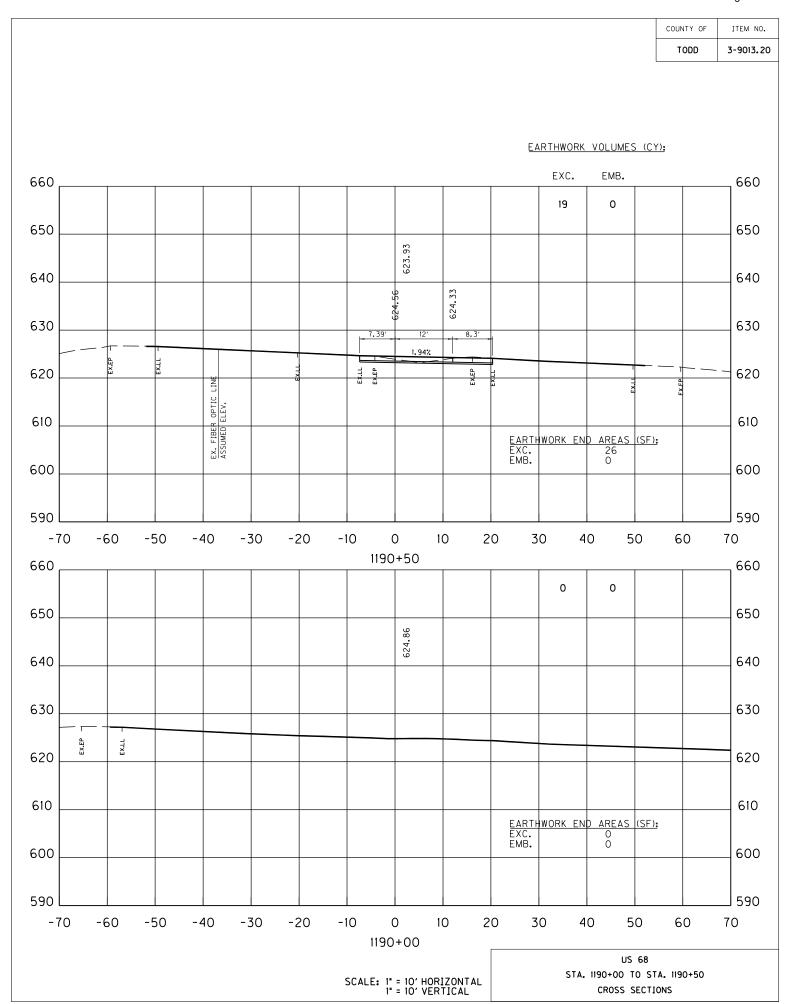


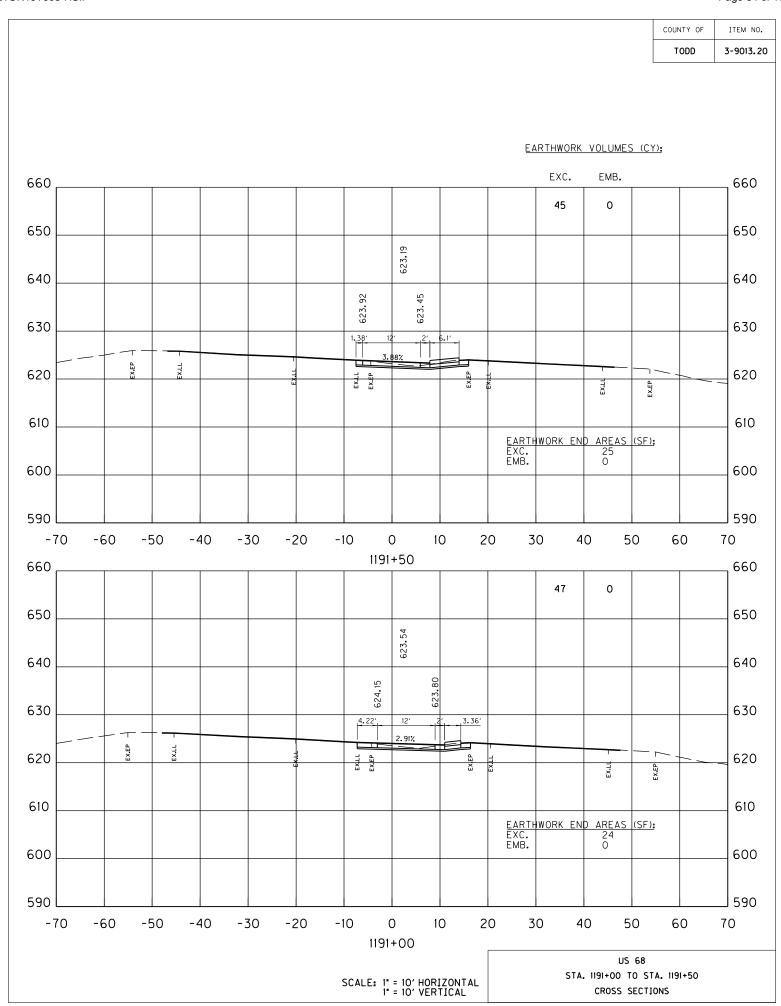


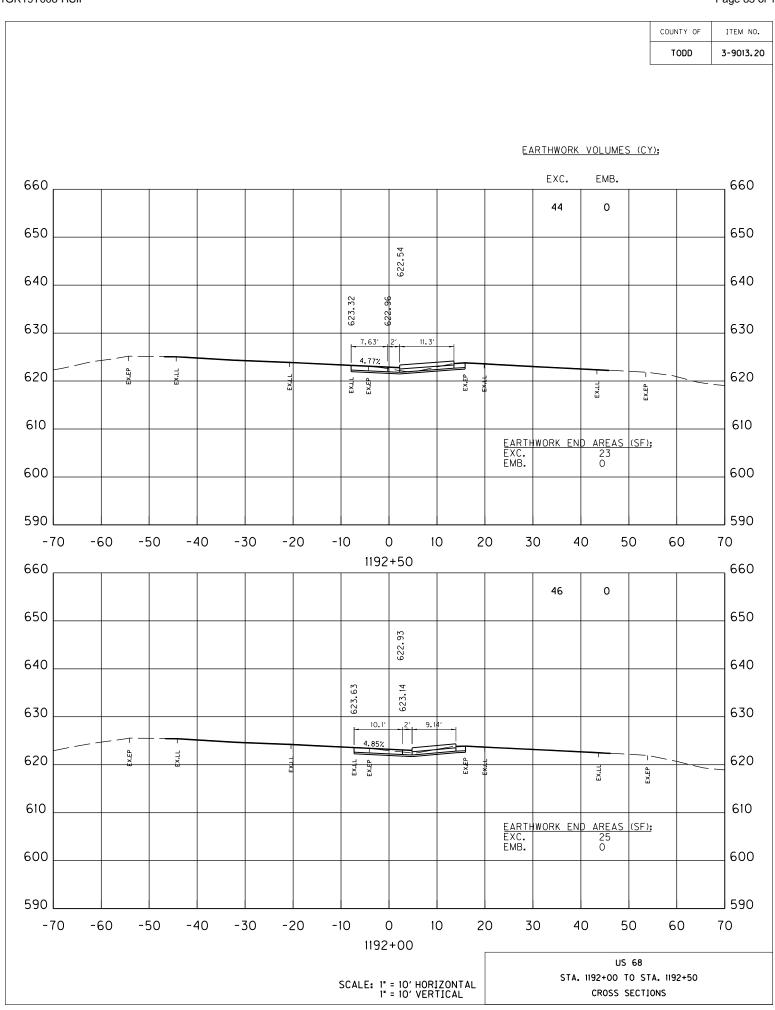


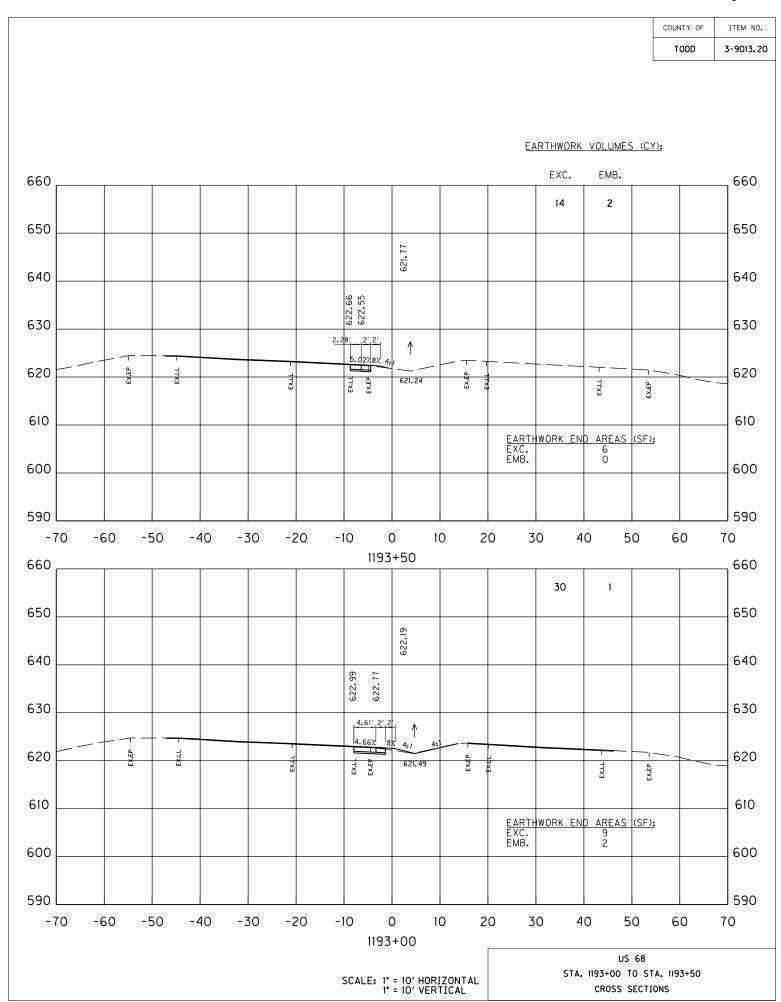


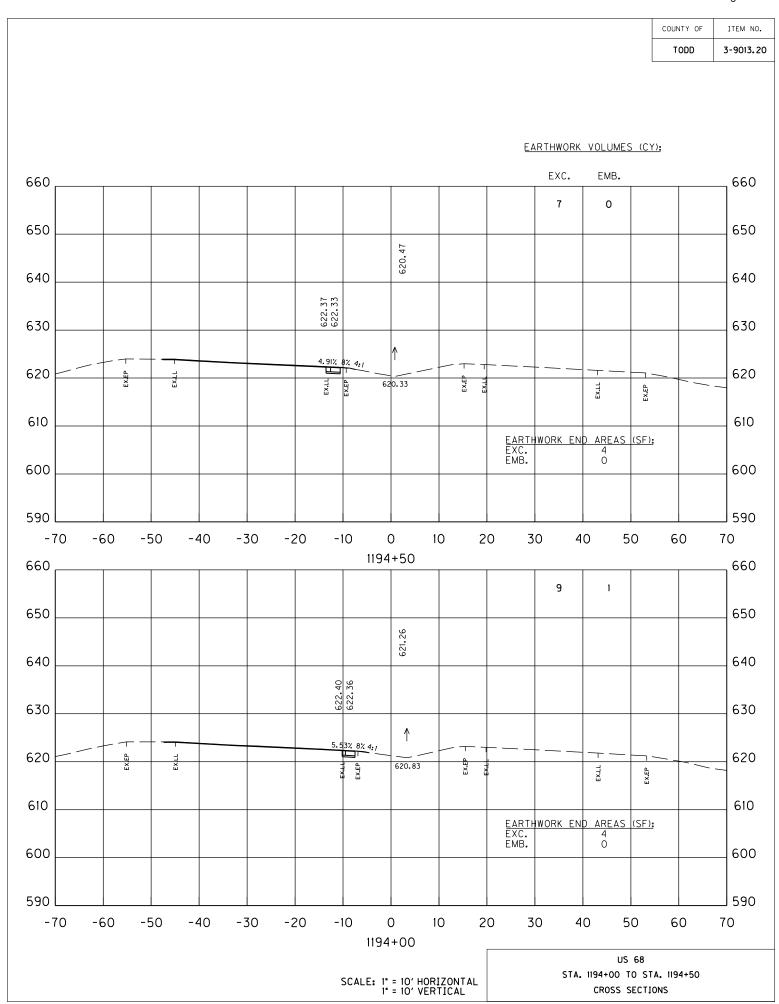


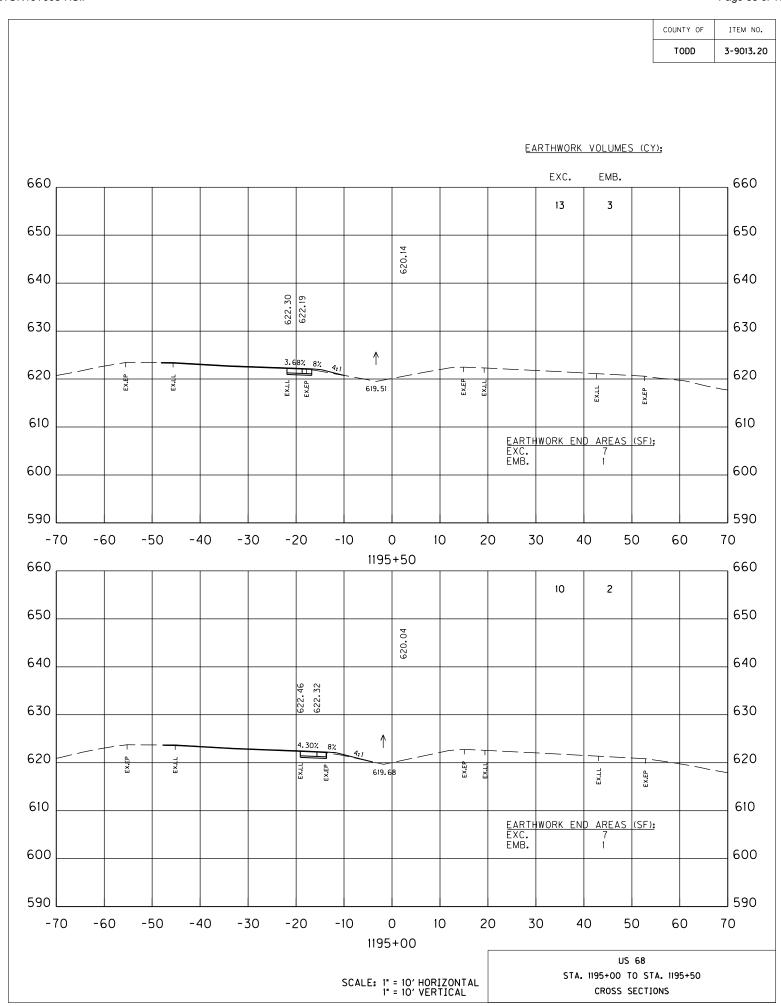


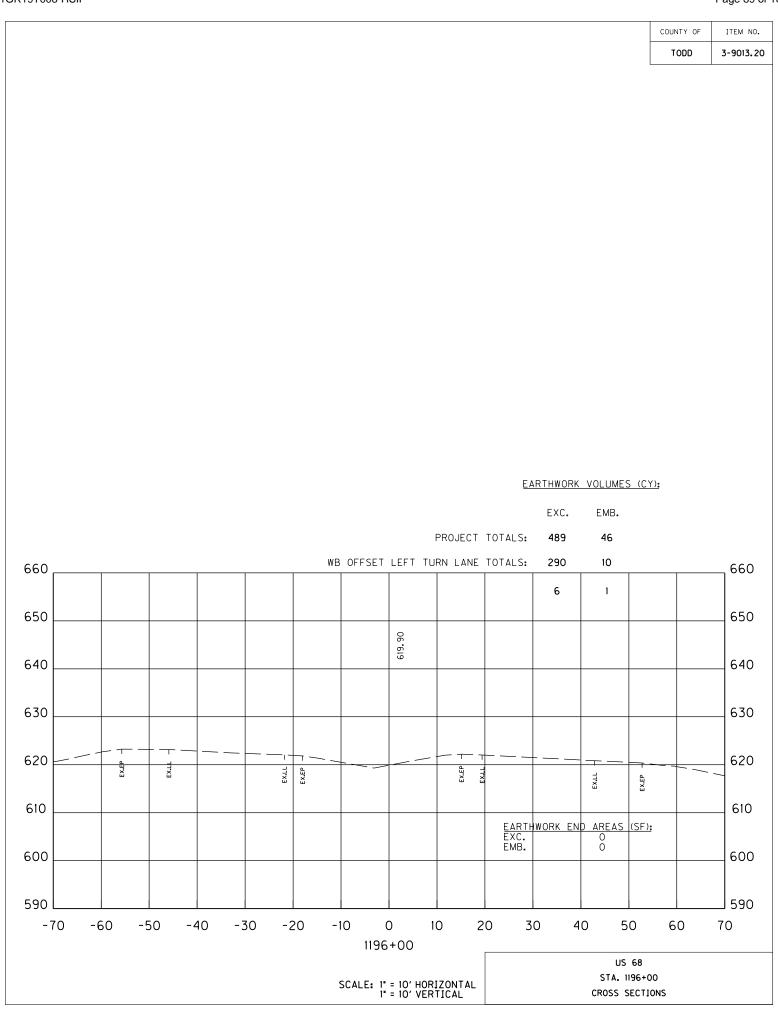


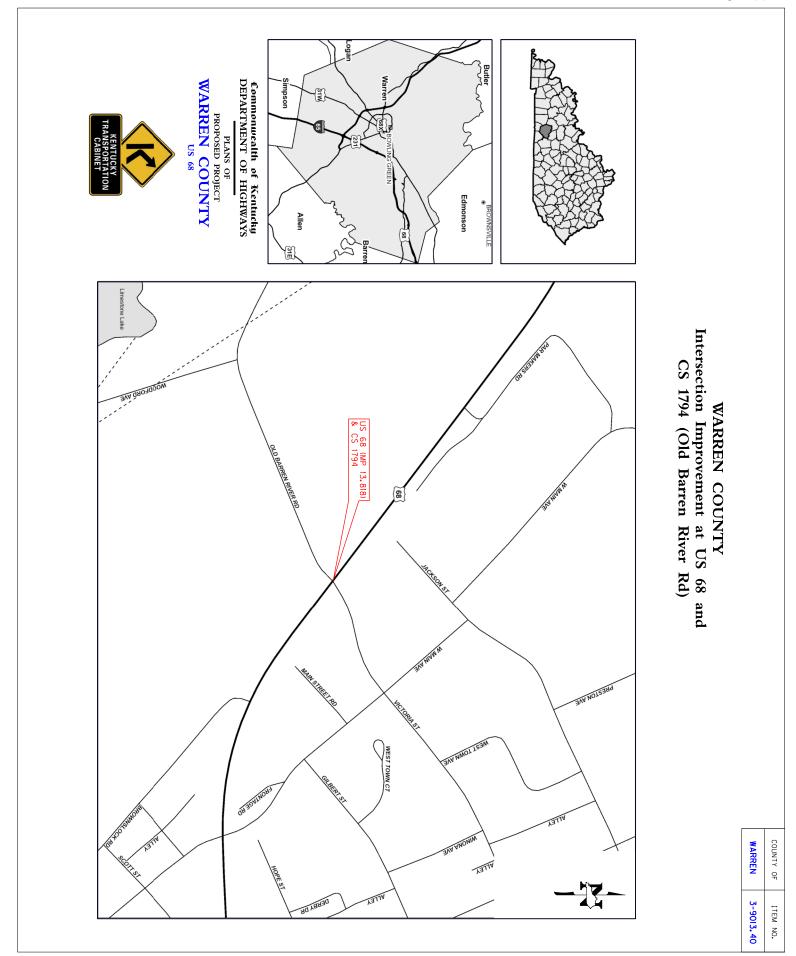












ADDED ADDENDUM #1: 3-18-19 Contract ID: 194112

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ALLEN - TODD - WARREN COUNTIES 121GR19T008-HSIP

WARREN COUNTY

US 68 (VETERANS MEMORIAL LANE) MP 13.818 @ OLD BARREN RIVER ROAD ITEM NO. 3-9013.40 GENERAL SUMMARY

ITEM NUMBER	ITEM	UNIT	QUANTITY
2569	DEMOBILIZATION	LS	1
2650	MAINTAIN & CONTROL TRAFFIC (US 68 @ OLD BARREN RIVER ROAD)	LS	1
2726	STAKING (US 68 @ OLD BARREN RIVER ROAD)	LS	1
24955ED	REMOVE SIGNAL EQUIPMENT (US 68 @ OLD BARREN RIVER ROAD)	EACH	1
20188NS835	INSTALL LED SIGNAL - 3 SECTION 1	EACH	9
20266ES835	INSTALL LED SIGNAL - 4 SECTION (1)	EACH	2
CARRIED OVER	FROM THE SIGNAL SUMMARY		

Signal Head Replacements for: US 68 @ OLD BARREN RIVER RD/VICTORIA ST

REPLACE EXISTING SIGNAL HEADS

STATION*	OFFSET*	DESCRIPTION
332+46	0	4 Section (Flashing Yellow Arrow) with Reflective Backplate
332+48	12' LT	3 Section with Reflective Backplate
332+50	24' LT	3 Section with Reflective Backplate
332+69	59' RT	3 Section with Reflective Backplate
332+85	60' RT	3 Section with Reflective Backplate
333+15	50' LT	3 Section with Reflective Backplate
333+32	49' LT	3 Section with Reflective Backplate
333+34	24' RT	3 Section with Reflective Backplate
333+37	12' RT	3 Section with Reflective Backplate
333+41	0'	4 Section (Flashing Yellow Arrow) with Reflective Backplate
333+46	62' RT	3 Section with Reflective Backplate

* STATION AND OFFSET ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. ALIGN SIGNAL HEADS WITH EXISTING SPAN WIRES AND DRIVING LANES.

NOTE: THESE NUMBERS ARE FOR ESTIMATE PURPOSES ONLY. FINAL LOCATIONS AND QUANTITIES WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.

ALL QUANTITIES ARE CARRIED OVER TO GENERAL SUMMARY

SIGNAL HEAD REPLACEMENTS

Signal Heads For EB US 68

Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
4 Section (Flashing Yellow Arrow) with Reflective Backplate		1		2		1
3 Section with Reflective Backplate	1		1		1	
3 Section with Reflective Backplate	1		1		1	
3 Section with Reflective Backplate	1		1		1	
Totals	3	1	3	2	3	1

Signal Heads For WB US 68

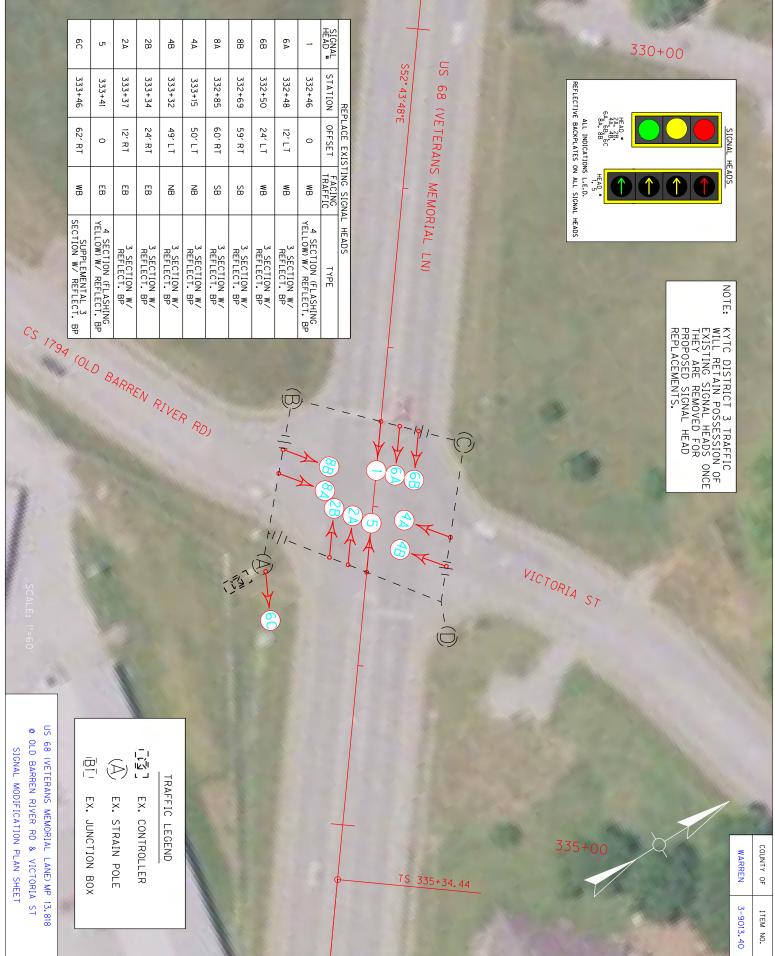
Signal Head	Red Ball	Red Arrow	Yellow Ball	Yellow Arrow	Green Ball	Green Arrow
4 Section (Flashing Yellow Arrow) with Reflective Backplate		1		2		1
3 Section with Reflective Backplate	1		1		1	
3 Section with Reflective Backplate	1		1		1	
Totals	2	1	2	2	2	1

Signal Heads For NB OLD BARREN RIVER ROAD

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

Signal Heads For SB VICTORIA STREET

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



ADDED ADDENDUM #1: 3-18-19 Contract ID: 194112 Page 89(e) of 164

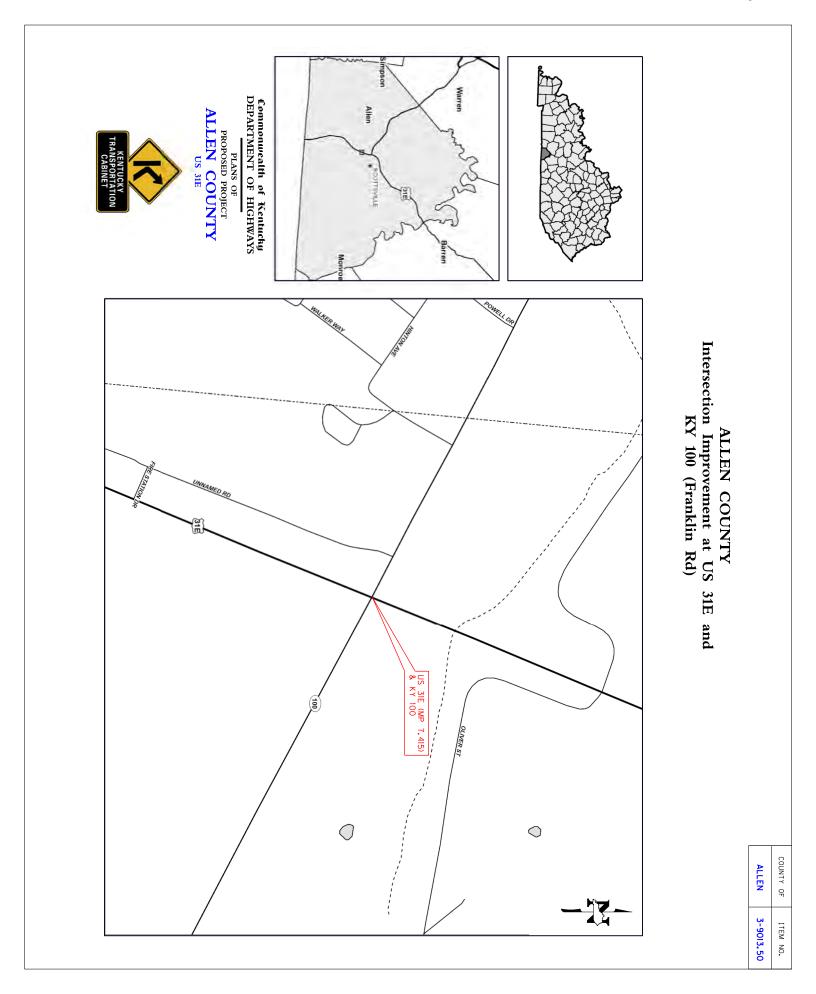
Jeff Wolfe - Director

DIVISION OF TRAFFIC OPERATIONS

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

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

Item Number:	3-9013.40			
County:	Warren			
Description:	US 68 and O	ld Barren River Rd / Victoria St		
	All heads to	have reflective backplates		
Cabinets	Master code			
Signals				
9	T-02-0009	Siemens 3 Section Signal		
9	T-02-0032	Siemen 3 section backplate		
2	T-02-0033	Siemen 4 secton 12" signal (poly)		
2	T-02-0043	Siemen 4-sec. straight signal backplate		
2	T-02-0300	LED Module 12" red arrow		
4	T-02-0310	LED Module 12" yellow arrow		
2	T-02-0320	LED Module 12" green arrow		
9	T-02-0330	LED Module 12" red ball		
9	T-02-0340	LED Module 12" yellow ball		
9	T-02-0350	LED Module 12" green ball		
Special items				
Poles				
Elec	ctrical Contractor N	ame		
Electrica	l Contractor Super	visor	Contact number for Supervisor	
	Project Engi	neer	Contact number for Project Engineer	
Project Engine	eer attests that the	mentioned contractor is the actual electrical contractor	on this project	
, 5			• •	
	Signature of	Project Engineer or Designee		



ALLEN COUNTY US 31E (NEW GALLATIN ROAD) MP 7.415 @ KY 100 (FRANKLIN ROAD) ITEM NO. 3-9013.50 GENERAL SUMMARY

ITEM NUMBER	ITEM		UNIT	QUANTITY
216	CL3 ASPH BASE 1.00D PG76-22	1	TON	332
389	CL3 ASPH SURF 0.38D PG76-22	1	TON	560
2562	TEMPORARY SIGNS		SQFT	240
2569	DEMOBILIZATION		LS	1
2650	MAINTAIN & CONTROL TRAFFIC (US 31E @ KY 100)		LS	1
2671	PORTABLE CHANGEABLE MESSAGE SIGN		EACH	2
2676	MOBILIZATION FOR MILL & TEXT		LS	1
2677	ASPHALT PAVE MILLING & TEXTURING	1	TON	892
2726	STAKING (US 31E @ KY 100)		LS	1
24955ED	REMOVE SIGNAL EQUIPMENT (US 31E @ KY 100)		EACH	1
6514	PAVE STRIPING-PERM PAINT-4 IN	3	LF	11,987
6568	PAVE MARKING-THERMO STOP BAR-24IN	3	LF	189
6569	PAVE MARKING-THERMO CROSS-HATCH	3	SQFT	656
6574	PAVE MARKING-THERMO CURV ARROW	3	EACH	11
6575	PAVE MARKING-THERMO COMB ARROW	3	EACH	6
20188NS835	INSTALL LED SIGNAL - 3 SECTION	2	EACH	4
20458ES403	CENTERLINE RUMBLE STRIPS	1	LF	1,188
21659NN	RELOCATE SIGNAL HEAD	2	EACH	2
24601EC	INSTALL RADAR PRESENCE DETECTOR TYPE A		EACH	4
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	1	TON	4.7

- 1 CARRIED OVER FROM THE PAVING SUMMARY
- (2) CARRIED OVER FROM THE SIGNAL SUMMARY
- (3) CARRIED OVER FROM THE PAVEMENT STRIPING / PAVEMENT MARKING SUMMARY

ALLEN COUNTY: US 31E @ KY 100 MILEPOST 7.415 ITEM NO. 3-9013.50 PAVING SUMMARY

	PAVING AREAS		PAVING QUANTITIES			
	ITEM	TOTAL	ITEM	TOTAL		
MILL, BASE,	AND SURFACE LIMITS					
		SQYD		TON		
1.25"	CL3 ASPH SURF 0.38D PG76-22	1,508	CL3 ASPH SURF 0.38D PG76-22	104		
4"	CL3 ASPH BASE 1.00D PG76-22	1,508	CL3 ASPH BASE 1.00D PG76-22	332		
ASPHALT MA	TERIAL FOR TACK NON-TRACKING	4,524	ASPHALT MATERIAL FOR TACK NON-TRACKING	1.9		
		CY				
ASPHALT PAY	VE MILLING & TEXTURING	220	ASPHALT PAVE MILLING & TEXTURING	436		
		LF				
CENTERLINE	RUMBLE STRIPS	230				
MILL AND SU	IRFACE LIMITS					
		SQYD		TON		
1.25"	CL3 ASPH SURF 0.38D PG76-22	6,631	CL3 ASPH SURF 0.38D PG76-22	456		
ASPHALT MA	TERIAL FOR TACK NON-TRACKING	6,631	ASPHALT MATERIAL FOR TACK NON-TRACKING	2.8		
		CY				
ASPHALT PA	VE MILLING & TEXTURING	230	ASPHALT PAVE MILLING & TEXTURING	456		
		LF				
CENTERLINE	RUMBLE STRIPS	958				
		PAVIN	 G SUMMARY			
CODE	ITEM		UNITS	PROJECT TOTA		
216	CL3 ASPH BASE 1.00D PG76-22		TON	332		
389	CL3 ASPH SURF 0.38D PG76-22		TON	560		
2677	ASPHALT PAVE MILLING & TEXTURING		TON	892		
20458ES403	CENTERLINE RUMBLE STRIPS		LF	1,188		
0407050	ASPHALT MATERIAL FOR TACK NON-TR	ACKING	TON	4.7		
24970EC						

Signal Head Replacements for: US 31E @ KY 100

REPLACE EXISTING SIGNAL HEADS

STATION*	OFFSET*	DESCRIPTION
391+50	69' RT	3 Section with Reflective Backplate
391+62	70' RT	3 Section with Reflective Backplate
391+83	59' LT	3 Section with Reflective Backplate
391+95	58' LT	3 Section with Reflective Backplate

* STATION AND OFFSET ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. ALIGN SIGNAL HEADS WITH EXISTING SPAN WIRES AND DRIVING LANES.

NOTE: THESE NUMBERS ARE FOR ESTIMATE PURPOSES ONLY. FINAL LOCATIONS AND QUANTITIES WILL BE

DETERMINED BY THE ENGINEER IN THE FIELD.

SIGNAL HEAD REPLACEMENTS

Signal Heads For NB KY 100

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

ALL QUANTITIES ARE CARRIED OVER TO GENERAL SUMMARY

Signal Heads For SB KY 100

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

RELOCATE EXISTING SIGNAL HEADS

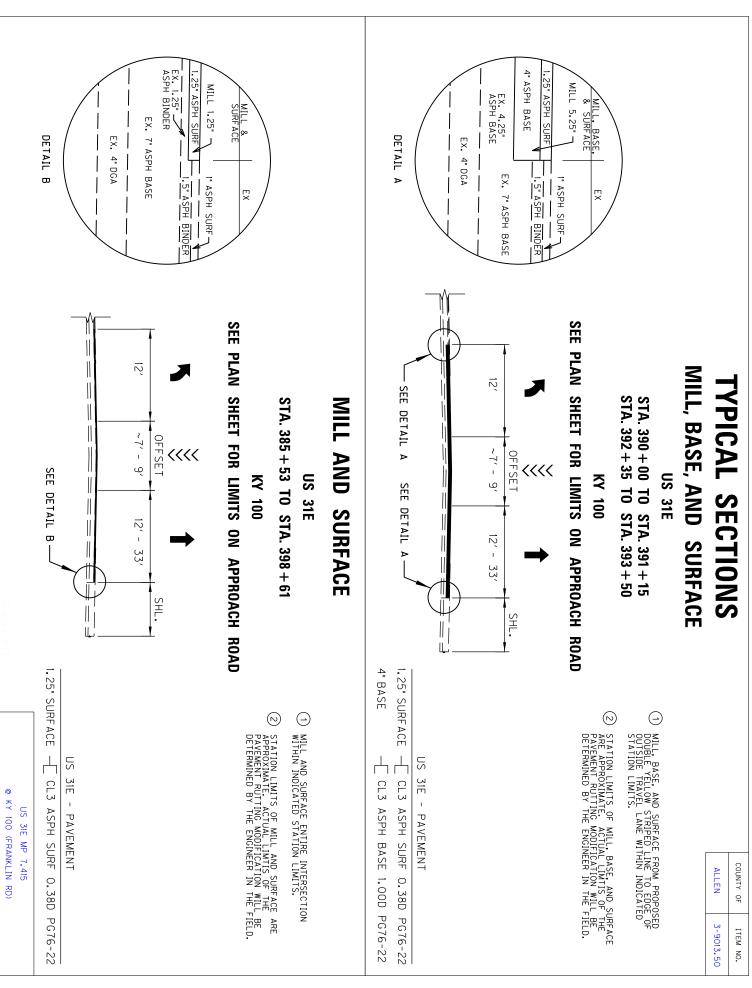
L	FROM		то		DESCRIPTION				
:	*STATION	OFFSET*	STATION*	OFFSET*	DESCRIPTION				
	391+28	4' LT	391+25	5' RT	4 SECTION (Flashing Yellow Arrow) with Reflective Backplate				
	392+26	4'RT	392+28	3' LT	4 SECTION (Flashing Yellow Arrow) with Reflective Backplate				

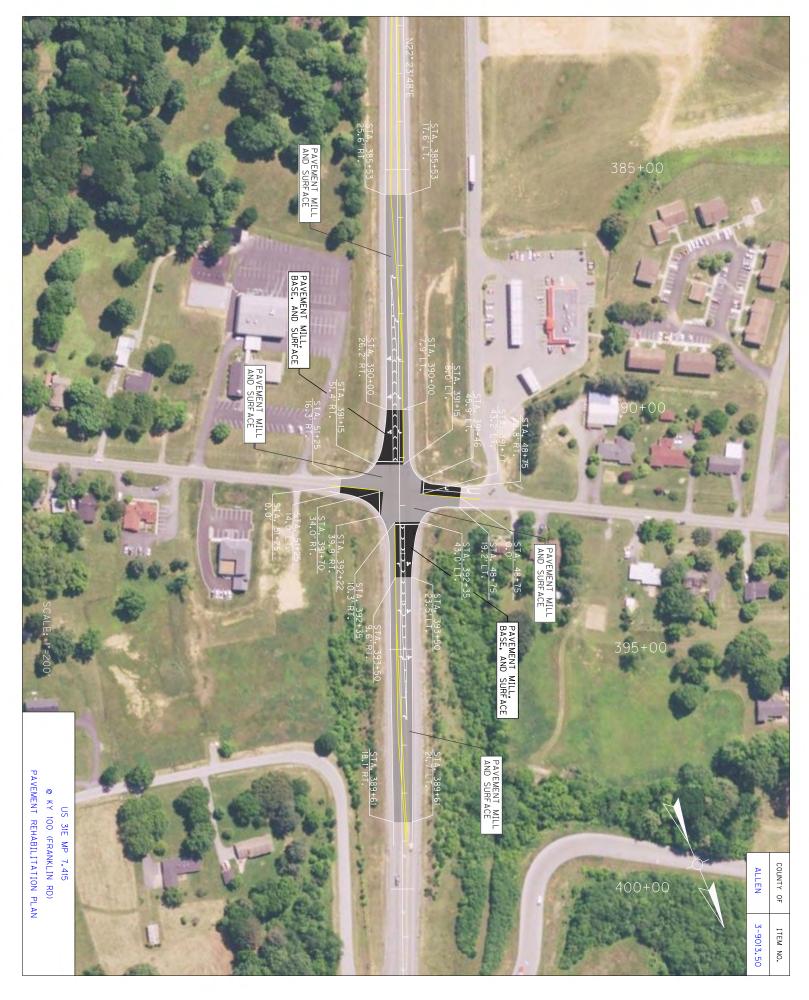
ALLEN COUNTY US 31E AND KY 100 ITEM NO. 3-9013.50 STRIPING / PAVEMENT MARKING SUMMARY

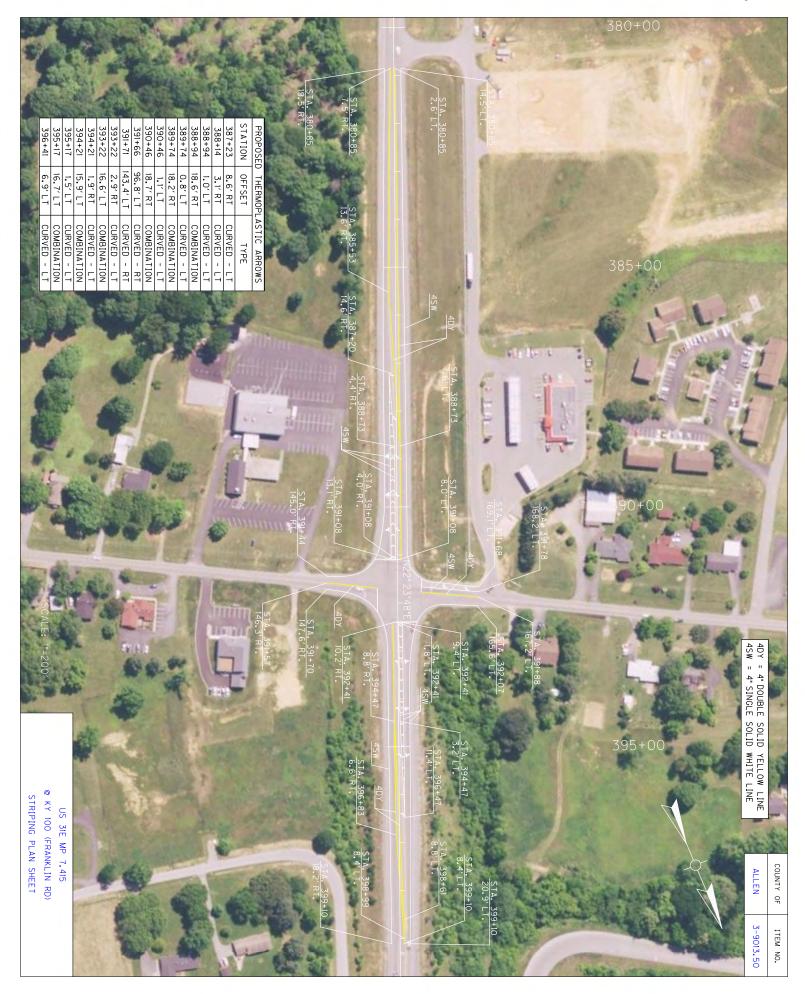
			STRIPING	i		
BEGIN		END		LENGTH	DESCRIPTION	LF
STATION	OFFSET	STATION	OFFSET	LENGIII	DESCRIPTION	
380+85	14.5' LT	391+78	168.2' LT	1195	Single Solid White Line	1195
380+85	19.5' RT	391+44	145.0' RT	1137	Single Solid White Line	1137
380+85	2.6' LT	391+08	8.0' LT	1023	Double Solid Yellow Line	2046
380+85	7.5' RT	388+73	7.6' LT	790	Double Solid Yellow Line	1580
387+20	14.6' RT	391+08	4.0' RT	390	Border for Hatched Area	390
387+20	14.6' RT	391+08	13.1' RT	389	Border for Hatched Area	389
391+57	146.3' RT	391+69	43.4' RT	104	Double Solid Yellow Line	208
391+67	50.5' LT	391+78	168.2' LT	118	Single Solid White Line	118
391+78	49.7' LT	391+88	167.2' LT	118	Double Solid Yellow Line	236
391+70	147.6' RT	399+10	18.2' RT	816	Single Solid White Line	816
392+07	165.6' LT	399+10	20.9' LT	813	Single Solid White Line	813
392+41	9.4' LT	396+47	11.4' LT	406	Border for Hatched Area	406
392+41	1.8' LT	396+47	11.4' LT	407	Border for Hatched Area	407
392+41	10.2' RT	398+99	8.4' LT	659	Double Solid Yellow Line	1318
394+47	8.8' RT	399+10	8.4' LT	464	Double Solid Yellow Line	928
		PAV	EMENT MARKING	SS - ARROWS		
STA	TION	OFFSET		D	ESCRIPTION	EACH
387	7+23	8.6' RT		Thermoplastic Curve Arrow		1
388	3+14	3.1' RT		Thermoplastic Curve Arrow		1
388+94		1.0' LT		Thermoplastic Curve Arrow		1
388+94		18.6' RT		Thermo	plastic Combo Arrow	1
389	9+74	0.8' LT		Thermo	plastic Curve Arrow	1
389	9+74	18.2' RT		Thermo	plastic Combo Arrow	1
390	0+46	1.1' LT		Thermo	plastic Curve Arrow	1
390	0+46	18.7' RT		Thermo	plastic Combo Arrow	1
39:	1+66	96.8' LT		Thermo	plastic Curve Arrow	1
393	1+71	143.4' LT		Thermo	plastic Curve Arrow	1
393	3+22	2.9' RT		Thermo	plastic Curve Arrow	1
393	3+22	16.6' LT		Thermo	plastic Combo Arrow	1
394	1+21	1.9' RT		Thermo	pplastic Curve Arrow	1
394	1+21	15.	15.9' LT		Thermoplastic Combo Arrow	
395	5+17	1.5' LT		Thermoplastic Curve Arrow		1
395	5+17	16.7' LT		Thermoplastic Combo Arrow		1
396	5+41	6.9' LT		Thermoplastic Curve Arrow		1
		PAV	EMENT MARKING	S - STOP BAR		
STA	TION	OFFSET		DESCRIPTION		LF
391+09		8.0' LT -	47.6' RT	24" STOP BAR		56
391+49 - 391+78		51.7' LT - 49.7' LT		24" STOP BAR		29
391+69 - 392+20		43.4' RT - 43.0' RT		24" STOP BAR		52
392	2+40	41.0' LT - 10.2' RT		24" STOP BAR		52
		PAVEN	IENT MARKINGS	- CROSS-HATCH		
STATION		OFFSET		D	SQFT	
	387+20 - 391+08		Varies RT		Cross Hatch Width (X) = 2' Spacing (Y) = 20'	
	- 391+08	Vari	es Ki	CIOSS HALCH WI	util (x) = 2 Spacing (1) = 20	362

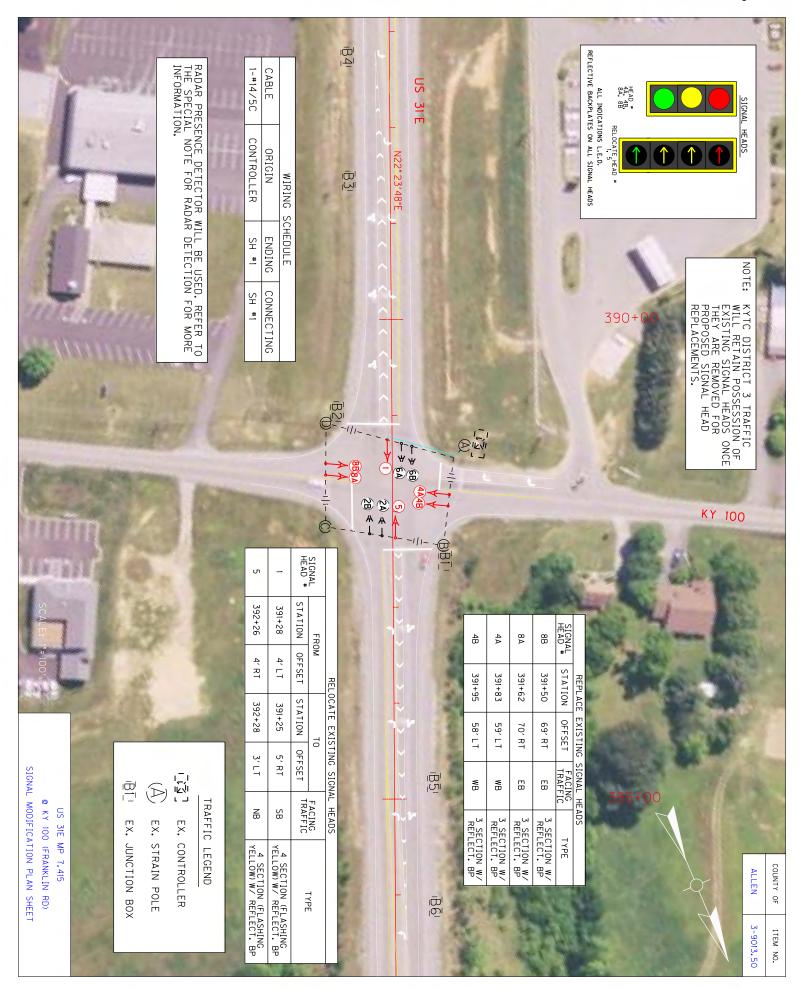
BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY
6514	PAVE STRIPING-PERM PAINT-4 IN	LF	11,987
6568	PAVE MARKING-THERMO STOP BAR-24IN	LF	189
6569	PAVE MARKING-THERMO CROSS-HATCH	SQFT	656
6574	PAVE MARKING-THERMO CURV ARROW	EACH	11
6575	PAVE MARKING-THERMO COMB ARROW	EACH	6

PAVEMENT RUTTING MODIFICATION TYPICALS









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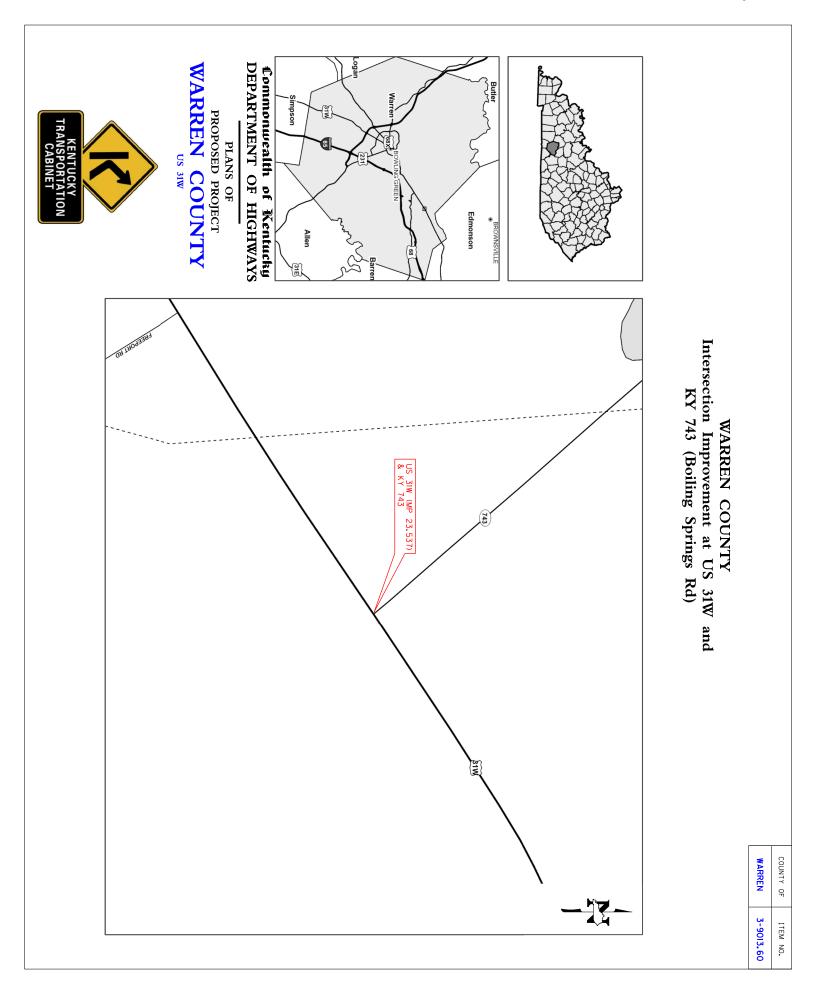
Jeff Wolfe - Director

DIVISION OF TRAFFIC OPERATIONS

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

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

Item Number:	3-9013.50			
County:	Allen			
Description:	US 31E and KY	100		
	All heads to hav	e reflective backplates	- -	
Cabinets	Master code			
Signals				
4	T-02-0009	Siemens 3 Section Signal		
4	T-02-0032	Siemen 3 section backplate		
4	T-02-0330	LED Module 12" red ball		
4	T-02-0340	LED Module 12" yellow ball		
4	T-02-0350	LED Module 12" green ball		
Special items				
1		Radar Detector Kit	SPECIAL ORDER	
Poles				
Elec	ctrical Contractor Name		_	
Electrica	l Contractor Supervisor		Contact number for Supervisor	
	Project Engineer		Contact number for Project Engineer	
Project Engine	eer attests that the men	tioned contractor is the actual electrical contractor on this pr	oject	
	Signature of Proje	ect Engineer or Designee		
				



WARREN COUNTY US 31W (LOUISVILLE ROAD) MP 23.537 @ KY 743 (BOILING SPRINGS ROAD) ITEM NO. 3-9013.60 GENERAL SUMMARY

ITEM NUMBER	ITEM	UNIT	QUANTITY				
2569	DEMOBILIZATION	LS	1				
2650	MAINTAIN & CONTROL TRAFFIC (US 31W @ KY 743)	LS	1				
2726	STAKING (US 31W @ KY 743)	LS	1				
6406	SBM ALUM SHEET SIGNS .080 IN	SQFT	32				
6407	SBM ALUM SHEET SIGNS .125 IN	SQFT	13				
6410	STEEL POST TYPE 1	LF	84				
24631EC	BARCODE SIGN INVENTORY (1)	EACH	7				
1 CARRIED OVER FROM THE SIGNING SUMMARY							

WARREN COUNTY
US 31W AND KY 743
ITEM NO. 3-9013.60
SIGNING SUMMARY

		SIGN LOCATION			SIGN SIZE					
STATION	SIGN SPECIFICATION	SIDE OF ROAD	FACING TRAFFIC TRAVELING	ON ROAD	HORIZ. X VERT.	.080 ALUM AREA	.125 ALUM AREA	COMMENTS		
	PROPOSED SIGNING									
10.50	W2-2	RT	NB	US 31W	36" X 36"	9		INSTALL INTERSECTION WARNING SIGN WITH SUPPLEMENTAL STREET NAME PLAQUE.		
19+50	W16-8P				60" X 12"		5	SEE PLAQUE DETAIL BELOW. SIGN REQUIRES BRACING.		
28+70	M1-5	LT	SB	US 31W	30" X 24"	5		INSTALL ROUTE SIGN FOR KY 743		
28170	M6-1				21" X 15"	2.19		INSTALL ROUTE SIGN FOR RT 743		
35±00	W2-2	LT	SB	US 31W	36" X 36"	9		INSTALL INTERSECTION WARNING SIGN WITH SUPPLEMENTAL STREET NAME PLAQUE.		
33100	W16-8P	Li	35	03 31 W	60" X 12"		5	SEE PLAQUE DETAIL BELOW. SIGN REQUIRES BRACING.		
43+75	W3-1	LT	SB	KY 743	30" X 30"	6.25		INSTALL ADVANCED STOP SIGN AHEAD		
	REFLECTIVE SIGN POST PANEL									
43+75	W3-1	RT	NB	KY 743	2" X 60"		0.83	INSTALL YELLOW REFLECTIVE SIGN POST PANEL ON EXISTING POST		
43+75	W3-1	LT	SB	KY 743	2" X 60"		0.83	INSTALL YELLOW REFLECTIVE SIGN POST PANEL ON PROPOSED POST		
49+60	R1-1	RT	NB	KY 743	2" X 60"		0.83	INSTALL RED REFLECTIVE SIGN POST PANEL ON EXISTING POST		

BID ITEM	ITEM DESCRIPTION	UNITS	QUANTITY
6406	SBM ALUM SHEET SIGNS .080 IN	SQFT	32
6407	SBM ALUM SHEET SIGNS .125 IN	SQFT	13
6410	STEEL POST TYPE 1	LF	84
24631FC	BARCODE SIGN INVENTORY	EACH	7

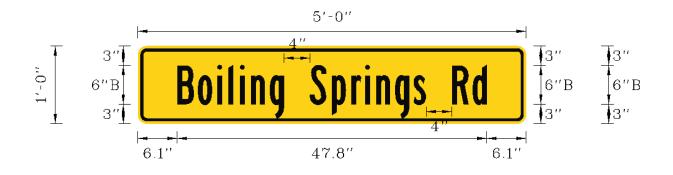




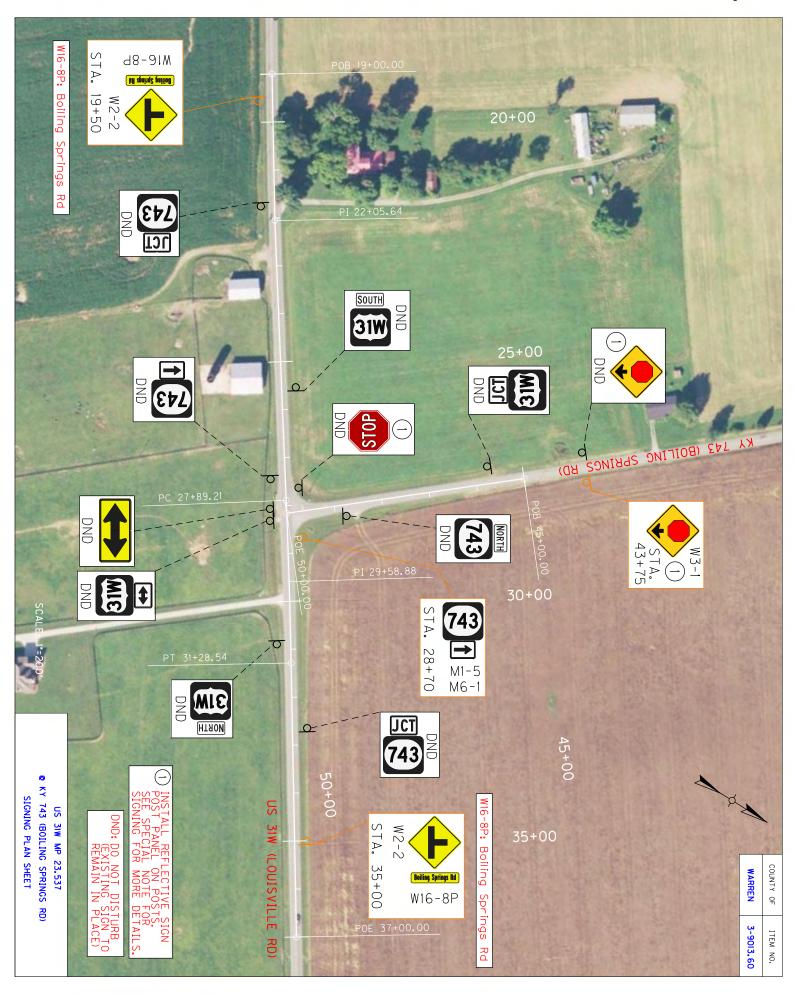






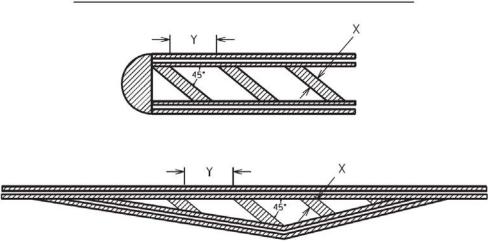


REFER TO THE SPECIAL NOTE FOR SIGNING, THE SPECIAL NOTE FOR BARCODES ON PERMANENT SIGNS, STANDARD SIGNING DETAIL SHEETS, AND SIGNING PLAN SHEET FOR MORE INFORMATION.



CROSS-HATCH PAVEMENT MARKINGS DETAIL

TYPICAL CROSS-HATCH MARKINGS



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

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

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

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

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

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

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 2012 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 2012 Standard Specifications for Road and Bridge Construction.
- **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).

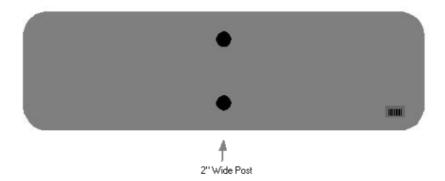
The installation of the permanent sign will be measured in accordance to Section 715.

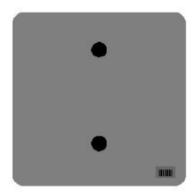
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

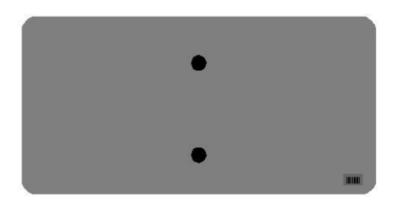
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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.

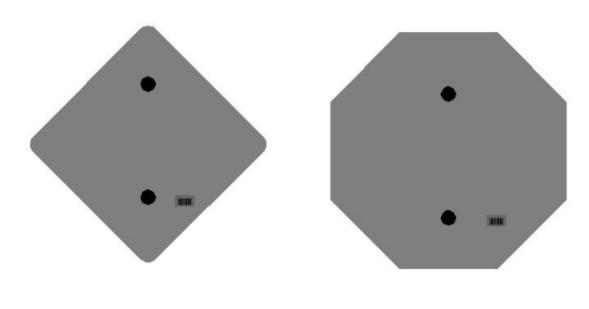
One Sign Post

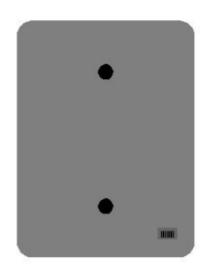


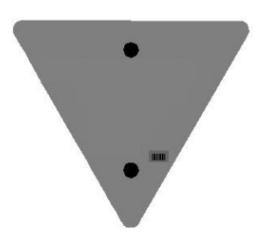




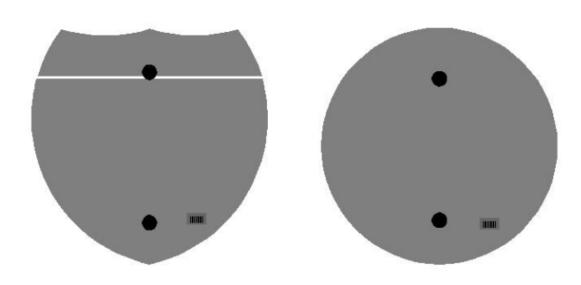
One Sign Post

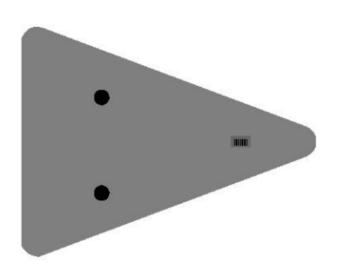




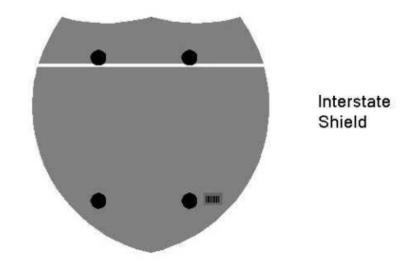


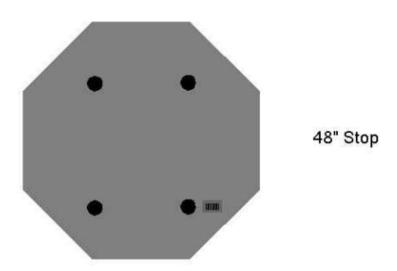
One Sign Post





Double Sign Post

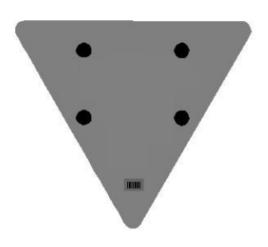




2 Post Signs







2016 STANDARD DRAWINGS THAT APPLY

(NOTE: UPDATED 01/26/2018 THROUGH SEPIA-036. ADDITIONAL GUARDRAIL SEPIAS ARE EXPECTED. Consult Latest List of Active Sepias at: https://transportation.ky.gov/HighwayDesign/Pages/Sepias2017.aspx)

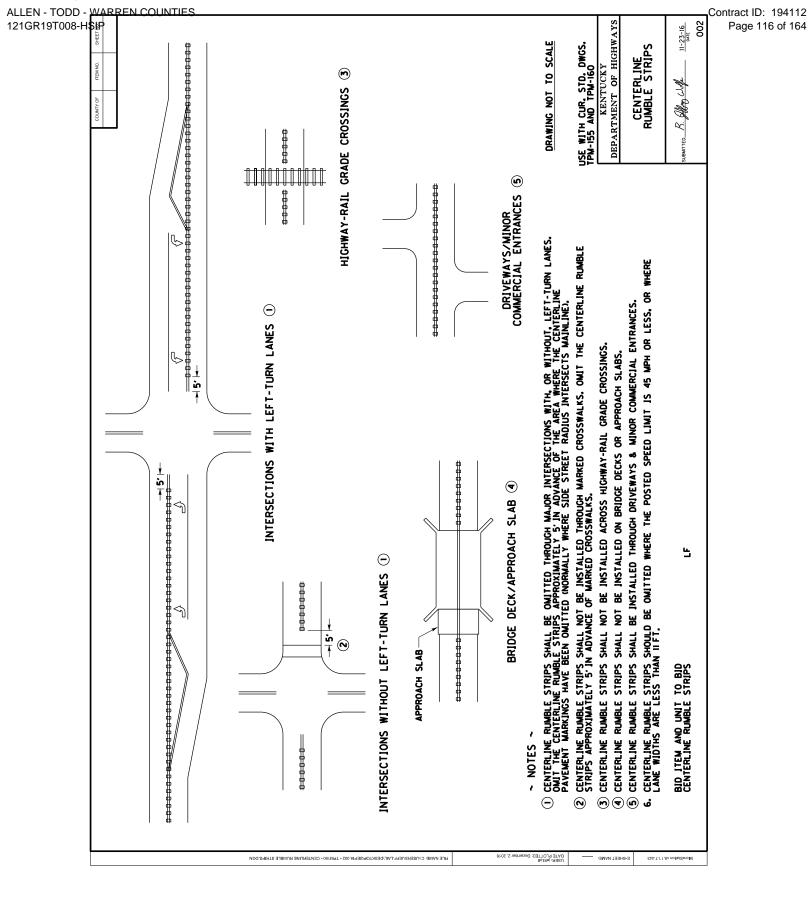
ROADWAY ~ DRAINAGE ~ BOX INLETS AND OUTLETS

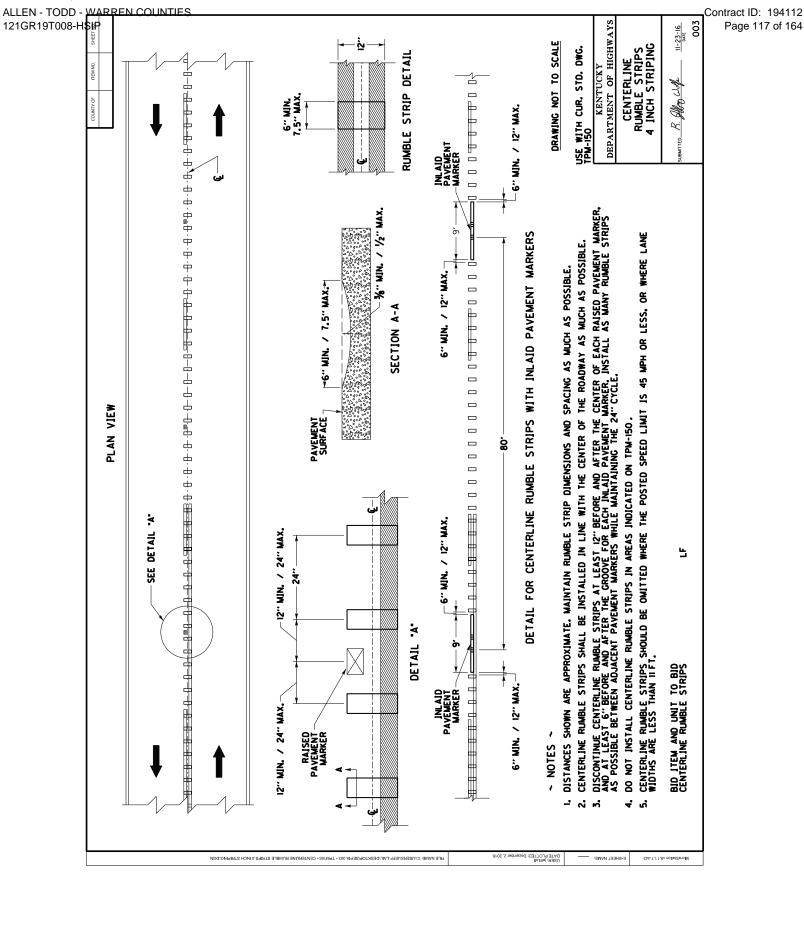
DROP BOX INLET TYPE 5A-SB-5C-5D-5E & 5F	DROP BOXES	
CURB BOX INLET TYPE A (DETAIL DRAWING). CURB BOX INLET TYPE A (STEEL DRAWING). CURB BOX INLET TYPE A (TOP PHASE TABLES). RDB-271-05 CURB BOX INLET TYPE A (TOP PHASE TABLES). RDB-273-06 TYPICAL DRAINAGE INSTALLATIONS CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE). RDI-001-10 CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (2" – 42" PIPE). RDI-002-09 PIPE BEDDING, TRENCH CONDITION. RDI-025-05 EROSION CONTROL BLANKET SLOPE INSTALLATION. RDI-040-01 EROSION CONTROL BLANKET SLOPE INSTALLATION. RDI-041-01 MISCELLANEOUS DRAINAGE INTERMEDIATE AND END ANCHORS FOR CIRCULAR PIPE. RDX-060-04 TEMPORARY SILT FENCE. RDX-215-01 SILT TRAP - TYPE A. RDX-220-05 SILT TRAP - TYPE A. RDX-220-05 SILT TRAP - TYPE B. RDX-220-05 SILT TRAP - TYPE C. RDX-230-01 CHANNEL HABITAT IMPROVEMENT STRUCTURES (DUMPED STONE). RDX-240-04 CHANNEL HABITAT IMPROVEMENT STRUCTURES (DUMPED STONE). RDX-240-04 CHANNEL HABITAT IMPROVEMENT STRUCTURES (GABIONS). SEPIA-003 SHOULDER & EDGELINE RUMBLE STRIP DETAILS. SEPIA-005 SEPIA-005 SEPIA-005 SEPIA-005 SEPIA-005 SEPIA-005 SEPIA-005 SEPIA-005 SEPIA-005 CENTERLINE RUMBLE STRIP 4 INCH STRIPING SEPIA-005 SEPIA-005 SEPIA-005 TRAFFIC CONTROL LANE CLOSURE MULTI-LANE HIGHWAY CASE I. TTC-115-03		RDB-005-09
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TYPICAL DRAINAGE INSTALLATIONS CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE)	CURB BOX INLET TYPE A (TOP PHASE TABLES)	RDB-272-07
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE) RDI-001-10 CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (27" – 42" PIPE) RDI-002-09 PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE RDI-020-09 PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE RDI-020-09 PIPE BEDDING, TRENCH CONDITION RDI-020-09 PIPE BEDDING, TRENCH CONDITION RDI-040-01 EROSION CONTROL BLANKET SLOPE INSTALLATION RDI-040-01 EROSION CONTROL BLANKET CHANNEL INSTALLATION RDI-041-01 MISCELLANEOUS DRAINAGE INTERMEDIATE AND END ANCHORS FOR CIRCULAR PIPE RDX-060-04 TEMPORARY SILT FENCE RDX-210-03 TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC RDX-210-03 SILT TRAP - TYPE A RDX-220-05 SILT TRAP - TYPE B RDX-220-01 SILT TRAP - TYPE B RDX-220-01 SILT TRAP - TYPE C RDX-230-01 CHANNEL HABITAT IMPROVEMENT STRUCTURES (DUMPED STONE) RDX-240-04 CHANNEL HABITAT IMPROVEMENT STRUCTURES (GABIONS) RDX-240-04 CHANNEL HABITAT IMPROVEMENT STRUCTURES (GABIONS) RDX-240-04 **C PAVEMENT ~** MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC. STANDARD BARRIER MEDIAN RPM-010-06 **TRAFFIC** **PERMANENT ~** **MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.** STANDARD BARRIER MEDIAN SEPIA-003 SHOULDER & EDGELINE RUMBLE STRIP DETAILS SEPIA-003 SHOULDER & EDGELINE RUMBLE STRIP DETAILS SEPIA-008 **C PERMANENT ~** **TRAFFIC** **PERMANENT ~** **SEPIA-008 **C PERMANENT ~** **RAISED PAVEMENT MARKERS** **CENTERLINE RUMBLE STRIPS SEPIA-008 **SEPIA-008 **C PERMANENT ~** **TRAFFIC CONTROL** **AFFIC CONTROL** LANE CLOSURE MULTI-LANE HIGHWAY CASE I TTC-115-03	CURB BOX INLET TYPE A (DETAIL & BAR CHART FOR 8" LID)	KDB-2/3-06
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE) RDI-001-10 CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (27" – 42" PIPE) RDI-002-09 PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE RDI-020-09 PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE RDI-020-09 PIPE BEDDING, TRENCH CONDITION RDI-020-09 PIPE BEDDING, TRENCH CONDITION RDI-040-01 EROSION CONTROL BLANKET SLOPE INSTALLATION RDI-040-01 EROSION CONTROL BLANKET CHANNEL INSTALLATION RDI-041-01 MISCELLANEOUS DRAINAGE INTERMEDIATE AND END ANCHORS FOR CIRCULAR PIPE RDX-060-04 TEMPORARY SILT FENCE RDX-210-03 TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC RDX-210-03 SILT TRAP - TYPE A RDX-220-05 SILT TRAP - TYPE B RDX-220-01 SILT TRAP - TYPE B RDX-220-01 SILT TRAP - TYPE C RDX-230-01 CHANNEL HABITAT IMPROVEMENT STRUCTURES (DUMPED STONE) RDX-240-04 CHANNEL HABITAT IMPROVEMENT STRUCTURES (GABIONS) RDX-240-04 CHANNEL HABITAT IMPROVEMENT STRUCTURES (GABIONS) RDX-240-04 **C PAVEMENT ~** MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC. STANDARD BARRIER MEDIAN RPM-010-06 **TRAFFIC** **PERMANENT ~** **MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.** STANDARD BARRIER MEDIAN SEPIA-003 SHOULDER & EDGELINE RUMBLE STRIP DETAILS SEPIA-003 SHOULDER & EDGELINE RUMBLE STRIP DETAILS SEPIA-008 **C PERMANENT ~** **TRAFFIC** **PERMANENT ~** **SEPIA-008 **C PERMANENT ~** **RAISED PAVEMENT MARKERS** **CENTERLINE RUMBLE STRIPS SEPIA-008 **SEPIA-008 **C PERMANENT ~** **TRAFFIC CONTROL** **AFFIC CONTROL** LANE CLOSURE MULTI-LANE HIGHWAY CASE I TTC-115-03	TYPICAL DRAINAGE INSTALLATIONS	
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PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE RDI-020-09 PIPE BEDDING, TRENCH CONDITION RDI-025-05 EROSION CONTROL BLANKET SLOPE INSTALLATION RDI-040-01 EROSION CONTROL BLANKET CHANNEL INSTALLATION RDI-041-01 MISCELLANEOUS DRAINAGE INTERMEDIATE AND END ANCHORS FOR CIRCULAR PIPE RDX-060-04 TEMPORARY SILT FENCE RDX-210-03 TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC RDX-215-01 SILT TRAP - TYPE A RDX-225-01 SILT TRAP - TYPE B RDX-220-05 SILT TRAP - TYPE C RDX-230-01 CHANNEL HABITAT IMPROVEMENT STRUCTURES (DUMPED STONE) RDX-230-01 CHANNEL HABITAT IMPROVEMENT STRUCTURES (GABIONS) RDX-245-04 **PAVEMENT** MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC. STANDARD BARRIER MEDIAN RPM-010-06 **TRAFFIC** **PERMANENT** RAISED PAVEMENT MARKERS CENTERLINE RUMBLE STRIPS SEPIA-003 SHOULDER & EDGELINE RUMBLE STRIP 10 ET AILS **CENTERLINE RUMBLE STRIP 4 INCH STRIPING SEPIA-003 SHOULDER & EDGELINE RUMBLE STRIP DETAILS **CENTERLINE RUMBLE STRIP SEPIA-003 SUBJECT OF THE STRIP SEPIA-003 SUBJECT OF TEMPORARY ** **TEMPORARY		
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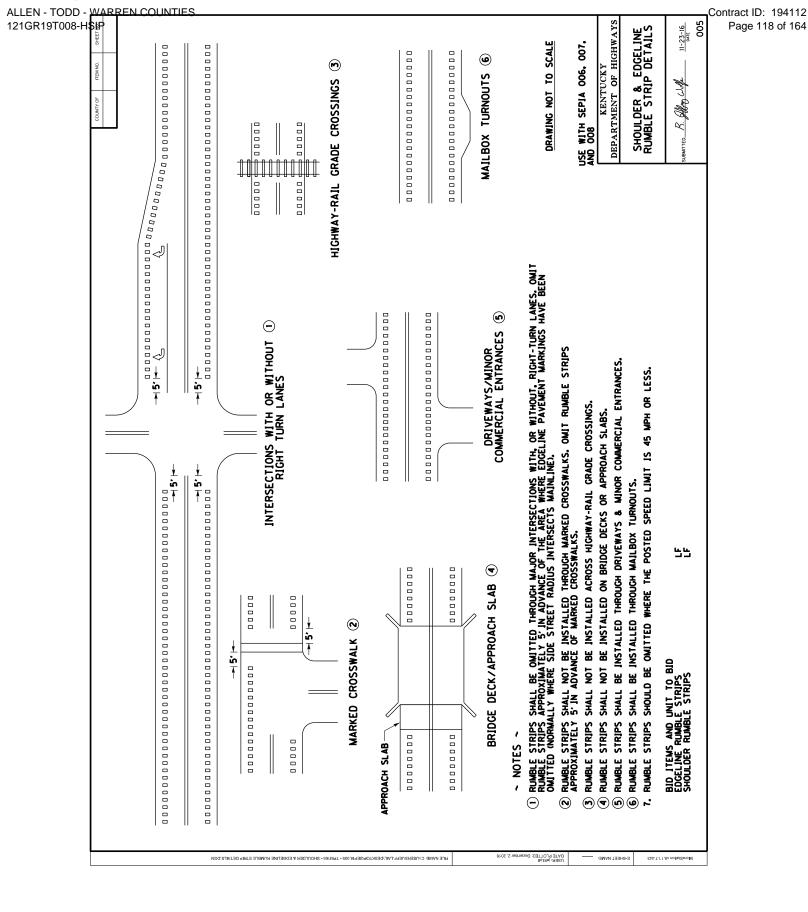
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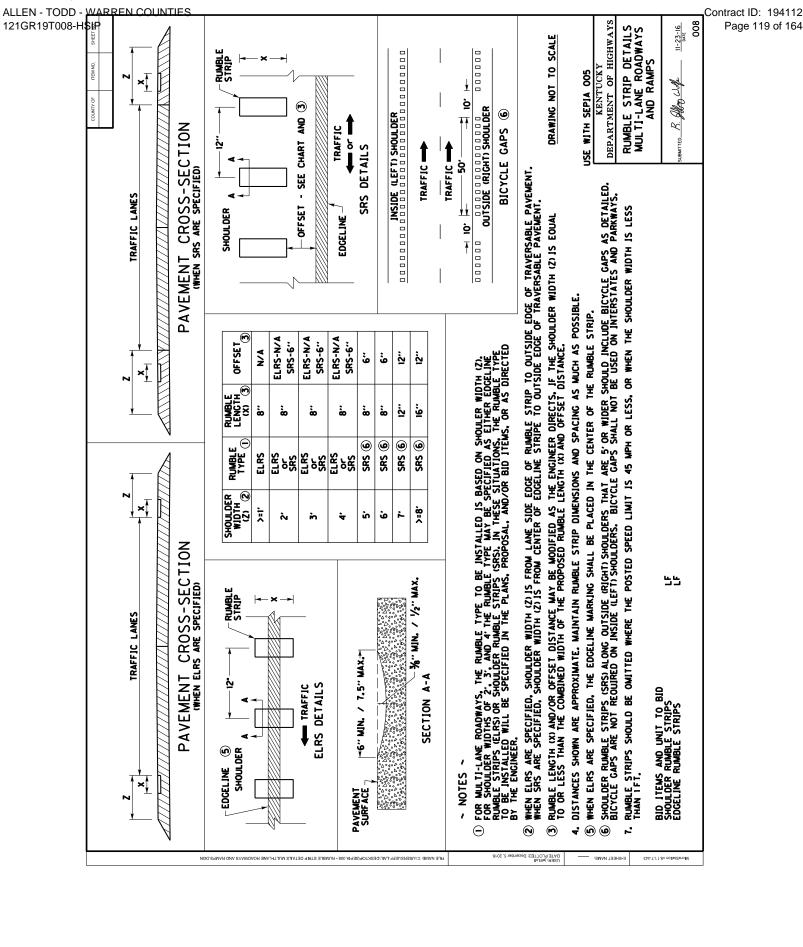
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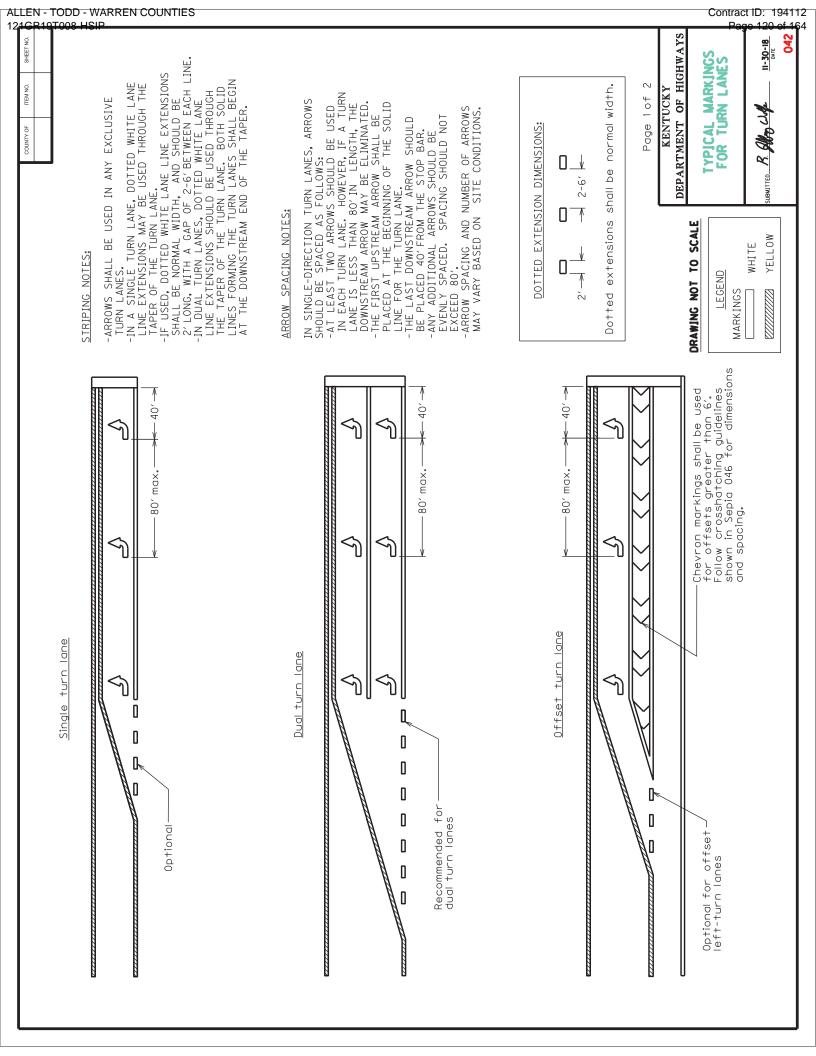
Standard Drawings That Apply Page 2 of 2

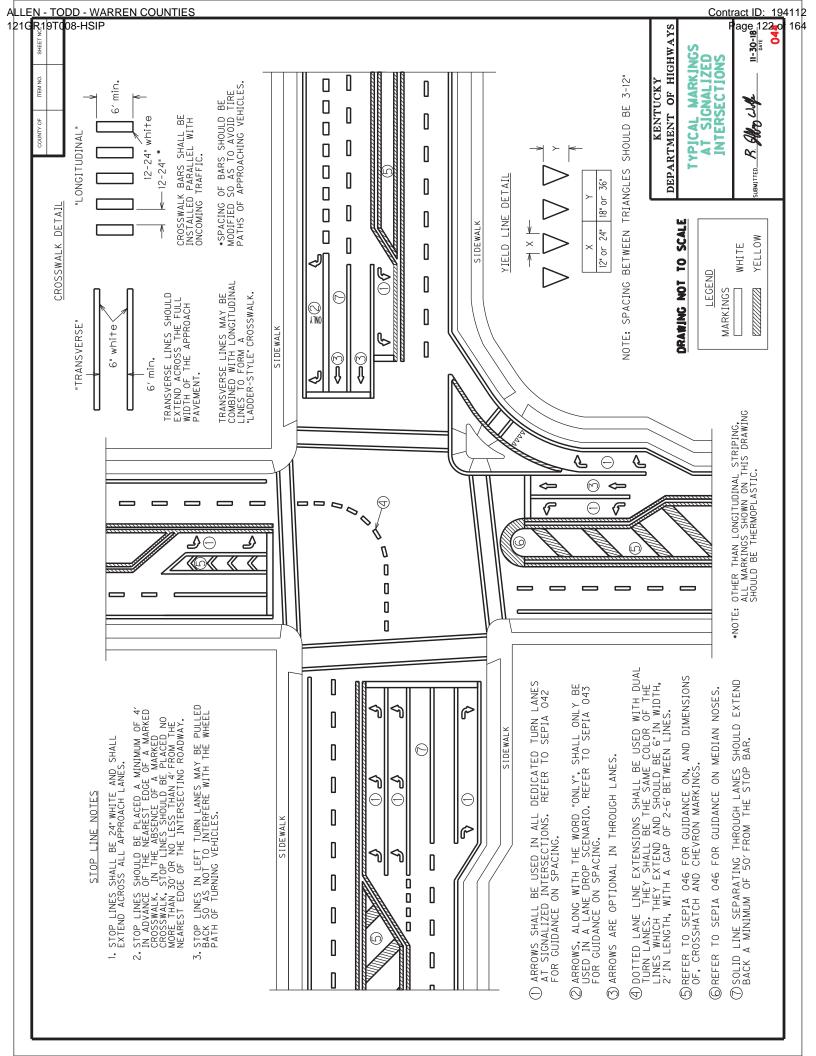


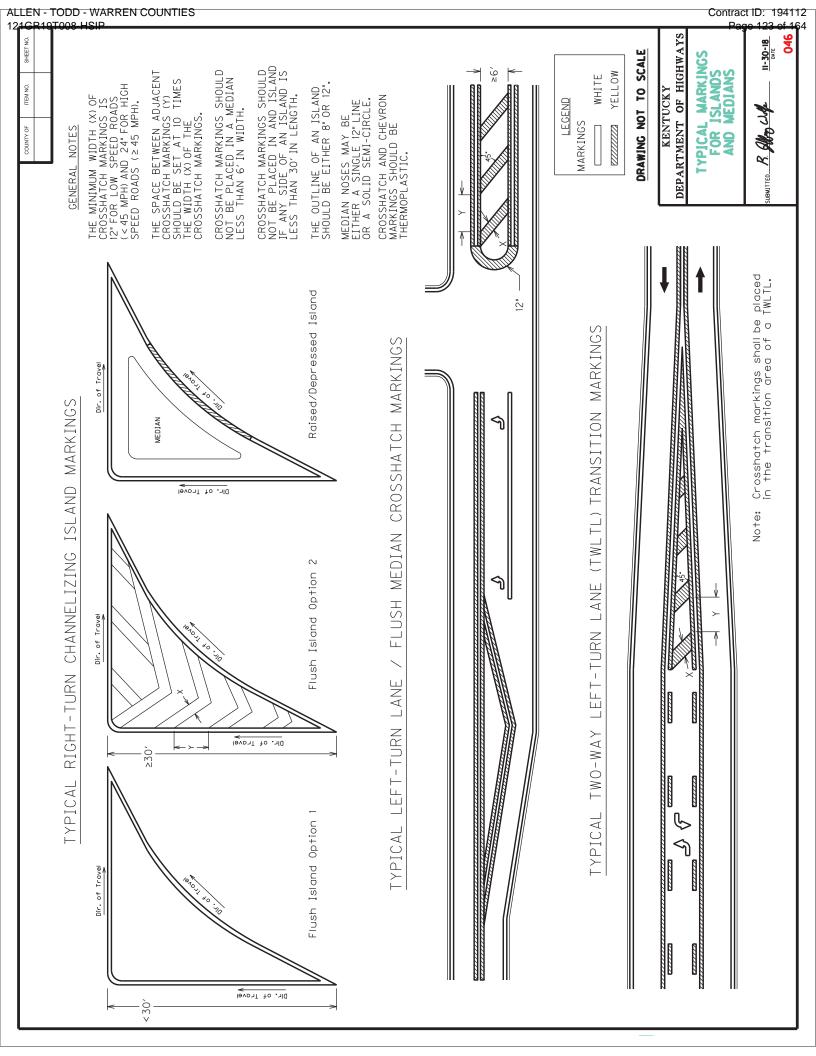












PART III

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
- X. 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.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - First Tier Participants:

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

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

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

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

* * * * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

* * * * *

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

General Decision Number: KY190040 02/15/2019 KY40

Superseded General Decision Number: KY20180102

State: Kentucky

Construction Type: Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster Counties in Kentucky.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/04/2019	
1		02/01/2019	
2		02/15/2019	

BRIN0004-002 06/01/2017

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

	Rates	Fringes
BRICKLAYER Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon,		
Marshall, and McCracken Counties Butler, Edmonson, Hopkins,	.\$ 30.50	15.16
Muhlenberg, and Ohio Counties Daviess, Hancock, Henderson, McLean, Union,	.\$ 26.80	12.38
and Webster Counties	.\$ 30.00	15.16
BRTN0004-005 06/01/2017		
ALLEN, CALLOWAY, CHRISTIAN, LOGAL WARREN COUNTIES	N, SIMPSON, TODI	O, TRIGG, and
	Rates	Fringes
BRICKLAYER	.\$ 26.80	12.38
CARP0357-002 04/01/2016		
	Rates	Fringes
CARPENTER Diver PILEDRIVERMAN	.\$ 41.93	17.03 17.03 17.03
ELEC0369-006 05/30/2018		
BUTLER, EDMONSON, LOGAN, TODD & 1	WARREN COUNTIES:	
	Rates	Fringes
ELECTRICIAN	.\$ 31.66	17.01
ELEC0429-001 06/01/2018		
ALLEN & SIMPSON COUNTIES:		
	Rates	Fringes
ELECTRICIAN		12.94
ELEC0816-002 05/28/2018		
BALLARD, CALDWELL, CALLOWAY, CAR FULTON (Except a 5 mile radius o HICKMAN, LIVINGSTON, LYON, MARSH	f City Hall in E	Fulton), GRAVES,

Rates Fringes

ELECTRICIAN.....\$ 32.87 25.5%+7.05

Cable spicers receive \$.25 per hour additional.

ELEC1701-003 06/01/2018

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

F	Rates	Fringes
ELECTRICIAN\$	31.04	15.74

Cable spicers receive \$.25 per hour additional.

ELEC1925-002 01/01/2019

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
CABLE SPLICER		12.16 13.74

ENGI0181-017 07/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 31.95	15.15
GROUP 2	\$ 29.09	15.15
GROUP 3	\$ 29.54	15.15
GROUP 4	\$ 28.77	15.15

OPERATING ENGINEER CLASSIFICATIONS

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

similar types of Tunnel Mining Equipment

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0070-005 06/01/2018

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford);
EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden)

Rates Fringes

IRONWORKER

Structural; Ornamental; Reinforcing; Precast

Concrete Erectors......\$ 28.79 22.50

* IRON0103-004 08/01/2018

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES
BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey,

Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);
CALDWELL COUNTY (Northeastern third, including the Township of Creswell);
CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);
CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir)

Rates Fringes

Ironworkers:.....\$ 28.66 22.435

IRON0492-003 05/01/2018

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES
BUTLER COUNTY (Southern third, including the Townships of
Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar
Grove & Woodbury);
CHRISTIAN COUNTY (Eastern two-thirds, including the Townships
of Bennettstown, Casky, Herndon, Hopkinsville, Howell,
Masonville, Pembroke & Thompsonville);
EDMONSON COUNTY (Southern fourth, including the Townships of
Chalybeate & Rocky Hill);

MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

Rates Fringes

Ironworkers:.....\$ 26.11 14.02

IRON0782-006 05/01/2018

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

Rates Fringes

Ironworkers:

Projects with a total

contract cost of		
\$20,000,000.00 or above\$	28.79	24.17
All Other Work\$	27.20	22.75

LABO0189-005 07/01/2018

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES

	ŀ	Rates	F'ringes
Laborers:			
GROUP	1\$	23.07	14.21
GROUP	2\$	23.32	14.21
GROUP	3\$	23.37	14.21
GROUP	4\$	23.97	14.21

LABORER CLASSIFICATIONS

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

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

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

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

LABO0189-006 07/01/2018

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES

	I	Rates	Fringes
Laborers:			
GROUP	1\$	23.07	14.21
GROUP	2\$	23.32	14.21
GROUP	3\$	23.37	14.21
GROUP	4\$	23.97	14.21

LABORER CLASSIFICATIONS

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

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

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

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

LABO0561-001 07/01/2018

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

Rates Fringes

Laborers:

GROUP	1\$	22.71	15.00
GROUP	2\$	22.96	15.00
GROUP	3\$	23.01	15.00
GROUP	4\$	23.61	15.00

LABORER CLASSIFICATIONS

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

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

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

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

PAIN0032-002 09/01/2018

BALLARD COUNTY

F	Rates	Fringes
Painters:		
Bridges\$	33.56	16.13
All Other Work\$	31.86	16.13

Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium

PAIN0118-003 06/01/2014

EDMONSON COUNTY:

	Rates	Fringes	
Painters:			
Brush & Roller	\$ 18.50	11.97	
Spray, Sandblast, Power			
Tools, Waterblast & Steam			
Cleaning	\$ 19.50	11.97	
			_

PAIN0156-006 04/01/2015

DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES

	F	Rates	Fringes
Painters:			
BRIDGES			
GROUP 1	\$	27.60	12.85
GROUP 2	\$	27.85	12.85
GROUP 3	\$	28.60	12.85
GROUP 4	\$	29.60	12.85
ALL OTHER WO	RK:		
GROUP 1	\$	26.45	12.85
GROUP 2	\$	26.70	12.85
GROUP 3	\$	27.45	12.85
GROUP 4	\$	28.45	12.85

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast; Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

PAIN0500-002 06/01/2018

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

	Rates	Fringes
Painters:		
Bridges\$	27.75	13.60
All Other Work\$	21.50	13.60

Waterblasting units with 3500 PSI and above - \$.50 premium Spraypainting and all abrasive blasting - \$1.00 premium Work 40 ft. and above ground level - \$1.00 premium

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PLUM0184-002 07/01/2018

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN and TRIGG COUNTIES

	Rates	Fringes
Plumber; Steamfitter	\$ 35.06	18.18
PLUM0502-004 08/01/2018		
ALLEN, BUTLER, EDMONSON, SIMPSON	N & WARREN	
	Rates	Fringes
Plumber; Steamfitter	\$ 34.62	20.78

PLUM0633-002 07/01/2017

DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
PLUMBER/PIPEFITTER	.\$ 31.47	16.80
TEAM0089-003 04/01/2018		

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES

1	Rates	Fringes
Truck drivers: Zone 1:		
	00.01	00 01
Group 1\$	20.81	20.91
Group 2\$	21.00	20.91
Group 3\$	21.08	20.91
Group 4\$	21.10	20.91

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic; Single Axle Dump; Flat Bed; All Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker; Euclid and

Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TEAM0215-003 04/01/2018

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 22.45	20.91
Group 2	\$ 22.68	20.91
Group 3	\$ 22.75	20.91
Group 4	\$ 22.76	20.91

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; 5 Axle Vehicle; Winch and A- Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

TEAM0236-001 04/01/2018

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, TODD & TRIGG COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 20.81	20.91
Group 2	\$ 21.00	20.91
Group 3	\$ 21.00	20.91
Group 4	\$ 20.10	20.91
Group 5	\$ 21.08	20.91

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Drivers of Distributors

GROUP 4: Euclid and other heavy earth moving equipment; Low

Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5: Mixer All Types

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

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

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

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

Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. 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
12.0%	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 Allen County.

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
12.0%	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 Todd County.

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
12.0%	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 Warren County.

PART IV

INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V

BID ITEMS

Page 1 of 3

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PROPOSAL BID ITEMS

Report Date 2/26/19

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	394.00	TON		\$	
0020	00190		LEVELING & WEDGING PG64-22	10.00	TON		\$	
0030	00216		CL3 ASPH BASE 1.00D PG76-22	1,325.00	TON		\$	
0040	00387		CL3 ASPH SURF 0.38B PG76-22	728.00	TON		\$	
0050	00389		CL3 ASPH SURF 0.38D PG76-22	560.00	TON		\$	
0060	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0070	02676		MOBILIZATION FOR MILL & TEXT (INTERSECTION OF US 68 AND KY 181)	1.00	LS		\$	
0800	02677		ASPHALT PAVE MILLING & TEXTURING	1,611.00	TON		\$	
0090	20430ED		SAW CUT	1,113.00	LF		\$	
0100	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	11.40	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0110	00462	CULVERT PIPE-18 IN	209.00	LF		\$	
0120	00464	CULVERT PIPE-24 IN	5.00	LF		\$	
0130	00466	CULVERT PIPE-30 IN	4.00	LF		\$	
0140	01310	REMOVE PIPE	9.00	LF		\$	
0150	01456	CURB BOX INLET TYPE A	1.00	EACH		\$	
0160	01511	DROP BOX INLET TYPE 5D	1.00	EACH		\$	
0170	01584	CAP DROP BOX INLET	1.00	EACH		\$	
0180	01917	STANDARD BARRIER MEDIAN TYPE 2	351.00	SQYD		\$	
0190	02159	TEMP DITCH	616.00	LF		\$	
0200	02160	CLEAN TEMP DITCH	308.00	LF		\$	
0210	02200	ROADWAY EXCAVATION	489.00	CUYD		\$	
0220	02562	TEMPORARY SIGNS	480.00	SQFT		\$	
0230	02650	MAINTAIN & CONTROL TRAFFIC (INTERSECTION OF US 68 AND KY 181)	1.00	LS		\$	
0240	02650	MAINTAIN & CONTROL TRAFFIC INTERSECTION OF US 31E AT KY 100	1.00	LS		\$	
0250	02650	MAINTAIN & CONTROL TRAFFIC INTERSECTION OF US 31W AND KY 743	1.00	LS		\$	
0260	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0270	02696	SHOULDER RUMBLE STRIPS	3,272.00	LF		\$	
0280	02701	TEMP SILT FENCE	616.00	LF		\$	
0290	02703	SILT TRAP TYPE A	1.00	EACH		\$	
0300	02704	SILT TRAP TYPE B	1.00	EACH		\$	
0310	02705	SILT TRAP TYPE C	1.00	EACH		\$	
0320	02706	CLEAN SILT TRAP TYPE A	1.00	EACH		\$	
0330	02707	CLEAN SILT TRAP TYPE B	1.00	EACH		\$	
0340	02708	CLEAN SILT TRAP TYPE C	1.00	EACH		\$	
0350	02726	STAKING (INTERSECTION OF US 68 AND KY 181)	1.00	LS		\$	
0360	02726	STAKING INTERSECTION OF US 31E AT KY 100	1.00	LS		\$	

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PROPOSAL BID ITEMS

Report Date 2/26/19

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
			STAKING					
0370	02726		INTERSECTION OF US 31W AND KY 743	1.00	LS		\$	
0380	05950		EROSION CONTROL BLANKET	262.00	SQYD		\$	
0390	05952		TEMP MULCH	2,165.00	SQYD		\$	
0400	05953		TEMP SEEDING AND PROTECTION	1,624.00	SQYD		\$	
0410	05963		INITIAL FERTILIZER	.11	TON		\$	
0420	05964		MAINTENANCE FERTILIZER	.18	TON		\$	
0430	05985		SEEDING AND PROTECTION	3,248.00	SQYD		\$	
0440	05992		AGRICULTURAL LIMESTONE	2.18	TON		\$	
0450	06406		SBM ALUM SHEET SIGNS .080 IN	42.00	SQFT		\$	
0460	06407		SBM ALUM SHEET SIGNS .125 IN	13.00	SQFT		\$	
0470	06410		STEEL POST TYPE 1	161.00	LF		\$	
0480	06514		PAVE STRIPING-PERM PAINT-4 IN	18,378.00	LF		\$	
0490	06568		PAVE MARKING-THERMO STOP BAR-24IN	420.00	LF		\$	
0500	06569		PAVE MARKING-THERMO CROSS-HATCH	1,744.00	SQFT		\$	
0510	06574		PAVE MARKING-THERMO CURV ARROW	19.00	EACH		\$	
0520	06575		PAVE MARKING-THERMO COMB ARROW	8.00	EACH		\$	
0530	08100		CONCRETE-CLASS A	1.59	CUYD		\$	
0540	20418ED		REMOVE & RELOCATE SIGNS	2.00	EACH		\$	
0550	20458ES403		CENTERLINE RUMBLE STRIPS	1,188.00	LF		\$	
0560	21373ND		REMOVE SIGN	8.00	EACH		\$	
			GMSS TYPE D					
0570	21596ND		SURFACE MOUNT	2.00	EACH		\$	
0500	00040NO		CORED HOLE DRAINAGE BOX CON	4.00	E40::		*	
0580	23610NC		(30 INCH)	1.00	EACH		\$	
0590	24601EC		INSTALL W3-3 LED BLINKERSIGN	8 00	EACH		\$	
0600	24631EC		BARCODE SIGN INVENTORY		EACH		\$	

Section: 0003 - SIGNALIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0610	02650		MAINTAIN & CONTROL TRAFFIC INTERSECTION OF US 68 AT OLD BARREN RIVER RD	1.00	LS		\$	
0620	02726		STAKING INTERSECTION OF US 68 AT OLD BARREN RIVER RD	1.00	LS		\$	
0630	04884		ANCHOR	4.00	EACH		\$	
0640	04886		MESSENGER-15400 LB	160.00	LF		\$	
0650	20188NS835		INSTALL LED SIGNAL-3 SECTION	13.00	EACH		\$	
0660	20266ES835		INSTALL LED SIGNAL- 4 SECTION	7.00	EACH		\$	
0670	21659NN		RELOCATE SIGNAL HEAD	4.00	EACH		\$	
0680	24601EC		INSTALL RADAR PRESENCE DETECTOR TYPE A	4.00	EACH		\$	
0690	24601EC		INSTALL RADAR ADVANCE DETECTOR TYPE B	2.00	EACH		\$	
0700	24601EC		INSTALL RADAR PRESENCE DETECTOR TYPE A	4.00	EACH		\$	
0710	24955ED		REMOVE SIGNAL EQUIPMENT	3.00	EACH		\$	

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194112 PROPOSAL BID ITEMS

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Section: 0004 - DEMOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP AMOUNT
0720	02569	DEMOBILIZATION	1.00	LS		\$