



**CALL NO. 101**

**CONTRACT ID. 101019**

**CLARK COUNTY**

**FED/STATE PROJECT NUMBER IM-NH 0645(068)**

**DESCRIPTION LEXINGTON-ASHLAND ROAD (I-64)**

**WORK TYPE ASPHALT SURFACE WITH BRIDGE**

**PRIMARY COMPLETION DATE 11/1/2011**

**LETTING DATE: May 28, 2010**

Sealed Bids will be received in the Division of Construction Procurement and/or the 1<sup>st</sup> floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME May 28, 2010. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

**ROAD AND BRIDGE PLANS**

**DBE CERTIFICATION REQUIRED - 4%**

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

(Check guaranty submitted: Cashier's Check  Certified Check  Bid Bond  )

**BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL**

DBE General Plan Included

BID

PROPOSAL ISSUED TO: \_\_\_\_\_

SPECIMEN

\_\_\_\_\_  
Address City State Zip

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

CONTRACT ID - 101019

ADMINISTRATIVE DISTRICT - 07

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - CLARK  
IM-NH 0645(068)

PCN - DE02500641019

LEXINGTON-ASHLAND ROAD (I-64) WIDEN I-64 TO 6 LANES FROM KY 1958(VAN METER ROAD) TO THE  
MOUNTAIN PARKWAY. ASPHALT SURFACE WITH BRIDGE. SYP NO. 07-00033.00.  
GEOGRAPHIC COORDINATES LATITUDE 38^00'47" LONGITUDE 84^10'11"

COMPLETION DATE(S):

COMPLETION DATE - November 01, 2011  
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 Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. ([www.transportation.ky.gov/contract](http://www.transportation.ky.gov/contract))

The Bidder must download the bid file located on the web site to prepare a bid packet for submission to the Department. The bidder must include the completed bid packet printed from the Program along with the disk created by said program or submit electronically using Bid Express.

### **JOINT VENTURE BIDDING**

Joint Venture bidding is permissible. However, both companies **MUST** purchase a bidding proposal. Either proposal may be submitted but must contain the company names and signatures of both parties where required. 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 is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

01/01/2009

**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  
102.08 Irregular Proposals 102.14 Disqualification of Bidders  
102.09 Proposal Guaranty

**CIVIL RIGHTS ACT OF 1964**

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

**NOTICE TO ALL BIDDERS**

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

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

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

**FHWA 1273**

Contrary to Paragraph VI of FHWA 1273, contractors on National Highway System (NHS) Projects of \$1 million or more are no longer required to submit Form FHWA-47.

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee’s SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

**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 READ PUBLICLY.** 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 printed bid packet. 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**

All bidders are encouraged to submit their General DBE Participation Plan with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Participation Plans may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. The DBE Participation Plan shall include the following:

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

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

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

Detailed DBE Participation Plan forms will be included in the Contractor Package presented to successful bidders following the awarding of the project. The Detailed DBE Participation Plan must be completed and returned to Contract Procurement in accordance with Cabinet policy. A copy of the blank estimate will be included with the Detailed DBE Participation Plan to list sequence items by PCN (Project Control Number).

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:

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

9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

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

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

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

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

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

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

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

- Disallow credit toward the DBE goal;
- Withholding progress payments;

- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

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/forms/DBEcheck.xls>

Photocopied payments and completed form to be submitted to:

Office of Civil Rights and Small Business Development  
6<sup>th</sup> 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.

06/29/2009



KYTC  
DBE Payments

updated 2/28/08

Prime Contractor		Cont-ID	
DBE Contractor		CHECK #	
PAYMENT DATE		Amount of Payment	
Use the section below to show multiple payments using the same check			
Cont-ID	Amount	Cont-ID	Amount

**Comments:**

attach copy of check here

Mail to:  
Office of Civil Rights and Small Business Development  
200 Mero Street  
6th Floor West TCOB  
Frankfort, KY 40622

to be Submitted within 7 days of receipt of payment from KYTC

### **TRAINEES**

In Compliance with the "TRAINING SPECIAL PROVISION" included in Part III of the Proposal, the Contractor will be required to employ 2 trainee(s) (1 CLASS A OR B OPERATOR AND 1 CARPENTER TRAINEE) for this contract.

### **ASPHALT MIXTURE**

The rate of application for all asphalt mixtures shall be estimated at 110 lbs/sy per inch of depth, unless otherwise noted.

### **DGA BASE**

The rate of application for DGA Base shall be estimated at 115 lbs/sy per inch of depth.

### **DGA BASE FOR SHOULDERS**

The rate of application shall be estimated at 115 lbs/sy per inch of depth. Payment for necessary grading and/or shaping of existing shoulders prior to placing of Dense Graded Aggregate Base shall be included in the unit price bid per ton for Dense Graded Aggregate Base.

### **INCIDENTAL SURFACING**

The quantities established in the proposal include estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, and road and street approaches. These items are to be paved to the limits as shown on Standard Drawing RPM 110 or to the limits as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, the paving of the crossroads shall be to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. These areas are to be surfaced or resurfaced as directed by the Engineer and no direct payment will be allowed for placing and compacting.

### **ASPHALT PAVEMENT RIDE QUALITY**

Pavement Rideability Requirements shall apply on this project in accordance with Section 410 of the current Standard Specifications.

### **FUEL AND ASPHALT PAY ADJUSTMENT**

The following contract items: Asphalt Adjustment and Fuel Adjustment, are for possible future payments. Additional monies may need to be setup with an additional change order if existing contract amount is insufficient to pay all items on the contract. Unit price is \$1.00. Quantity will be actual adjustment after work is completed.

### **OPTION A**

The Contractor is advised that the compaction of asphalt mixtures furnished for driving lanes and ramps, at 25mm (1 inch) or greater, on this project will be accepted according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specification. Joint cores as described in subsection 402.03.02 are required for surface mixtures only. The compaction of all other asphalt mixtures will be accepted by OPTION B.

I-64, Clark County 7-33.00  
FD52 025 0064 095-098  
IM NH 0645 (068)

**SPECIAL NOTE  
FOR  
FIXED COMPLETION DATE  
AND  
DISINCENTIVE FEES**

**Fixed Completion Date**

This project will have a fixed completion date of **November 1, 2011** for completion of all work associated with this project.

Contrary to Section 108.07.04 of the Standard Specifications, **time extensions for the fixed completion date will not be granted for any reason.**

Liquidated damages per the Standard Specifications will be charged for each calendar day that all work is not completed after **November 1, 2011**.

Contrary to Section 108.09 of the Standard Specifications, **Liquidated Damages per the Standard Specifications will be charged during the months of December through March for all work that is not complete.**

October 30, 2007

## PUBLIC INFORMATION PLAN

- **Project: Interstate 64 Widening**
- **Location: Van Meter Road to the Mountain Parkway in Clark County**
- **Area: Mile Point 94.9 to Mile Point 98.1**
- **Project Number: #7-33.00**
- **Additional Information: KY 627 and US 60 will be impacted by the widening project.**

The primary goal of the Public Information Plan (PIP) is to inform the motoring public and area stakeholders of project information including Maintenance of Traffic (MOT) lane closures. The KYTC District 7 Public Information Officer (PIO) will coordinate and disseminate to stakeholders and the media appropriate information regarding the construction plans.

### Local Stakeholders

#### Elected Officials

- State Senator R. J. Palmer II – (502) 564-8100; R [J.Palmer@lrc.ky.gov](mailto:J.Palmer@lrc.ky.gov)
- State Representative Don Pasley – (502) 564-8100; [Don.Pasley@ky.gov](mailto:Don.Pasley@ky.gov)
- Clark County Judge/Executive Henry Branham – (859) 745-0200; [clarkcountyjudge@yahoo.com](mailto:clarkcountyjudge@yahoo.com)
- Clark County Deputy Judge/Executive Liz Elswick – (859) 745-0200; [clarkcountydeputyjudge@yahoo.com](mailto:clarkcountydeputyjudge@yahoo.com)

#### Local Agencies

- Winchester Police Chief Kevin Palmer – (859) 745-7400; [kpalmer@winchesterky.com](mailto:kpalmer@winchesterky.com)
- Clark County Sheriff Bill Perdue Jr. – (859) 744-4390; [bperdue@clarkcokysheriff.com](mailto:bperdue@clarkcokysheriff.com)
- Winchester Fire Chief Daniel Castle – (859) 744-1587; [dcastle@winchesterky.com](mailto:dcastle@winchesterky.com)
- Clark County Industrial Authority Director Todd Denham – (859) 744-6420; [Todd@winchesterindustryky.com](mailto:Todd@winchesterindustryky.com)
- Winchester Public Works Director Patrick Clark – (859) 744-3253; [pclark@winchesterky.com](mailto:pclark@winchesterky.com)
- Clark County Postmaster Lisa A. Newton – (859) 744-6186; [Lisa.A.Newton@usps.gov](mailto:Lisa.A.Newton@usps.gov)
- Tourism Director Nancy Turner – (859) 744-6420; [nancy@tourwinchester.com](mailto:nancy@tourwinchester.com)
- Virgie Long, Over Dimensional Permits – (502) 564-7150; [virgie.long@ky.gov](mailto:virgie.long@ky.gov)

#### Utility Companies

- Local utility companies will be apprised of this project by District 7 staff.

#### Neighborhoods and their Mayors

- Mayor Ed Burtner, City of Winchester – (859) 744-2821; [eburtner@winchesterky.com](mailto:eburtner@winchesterky.com)

## **TRUCKING FIRMS AND OUT OF STATE STAKEHOLDERS**

Information will be distributed electronically to trucking firms via Rick Taylor at the Department of Vehicle Regulation (502-564-4540; [rick.taylor@ky.gov](mailto:rick.taylor@ky.gov)). Information will also be posted on the 511 website ([www.511.ky.gov](http://www.511.ky.gov)) and on the 511 telephone information system.

## **PRESENTATIONS**

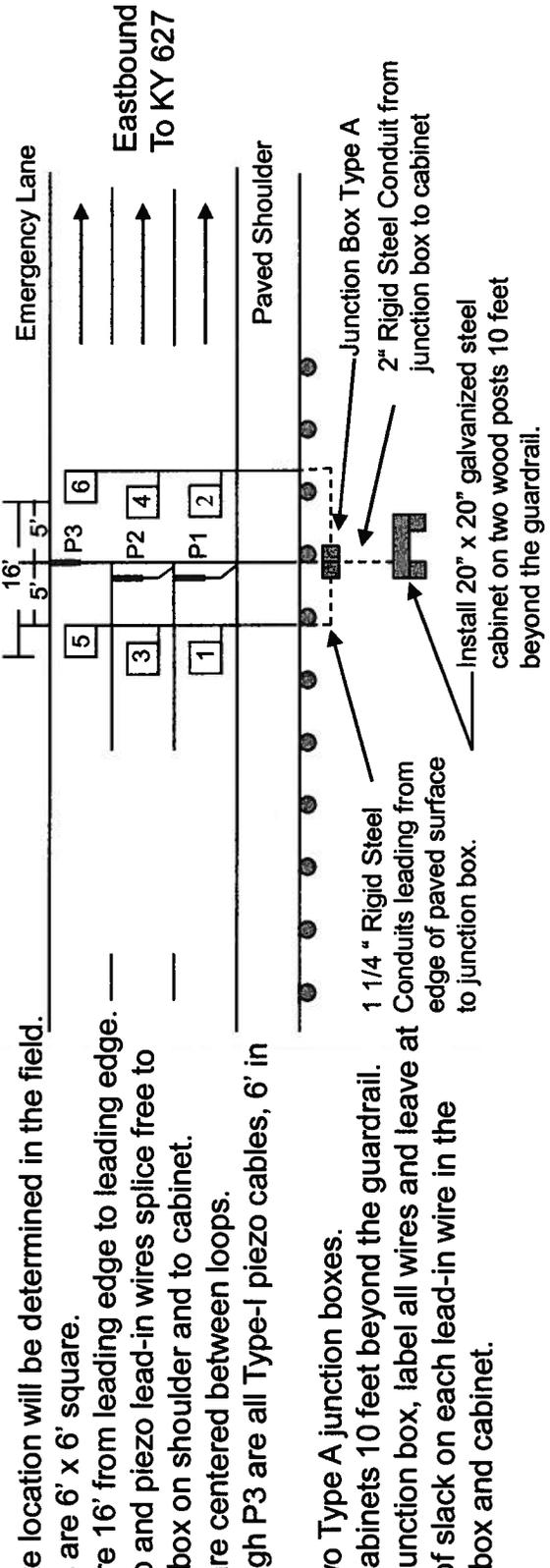
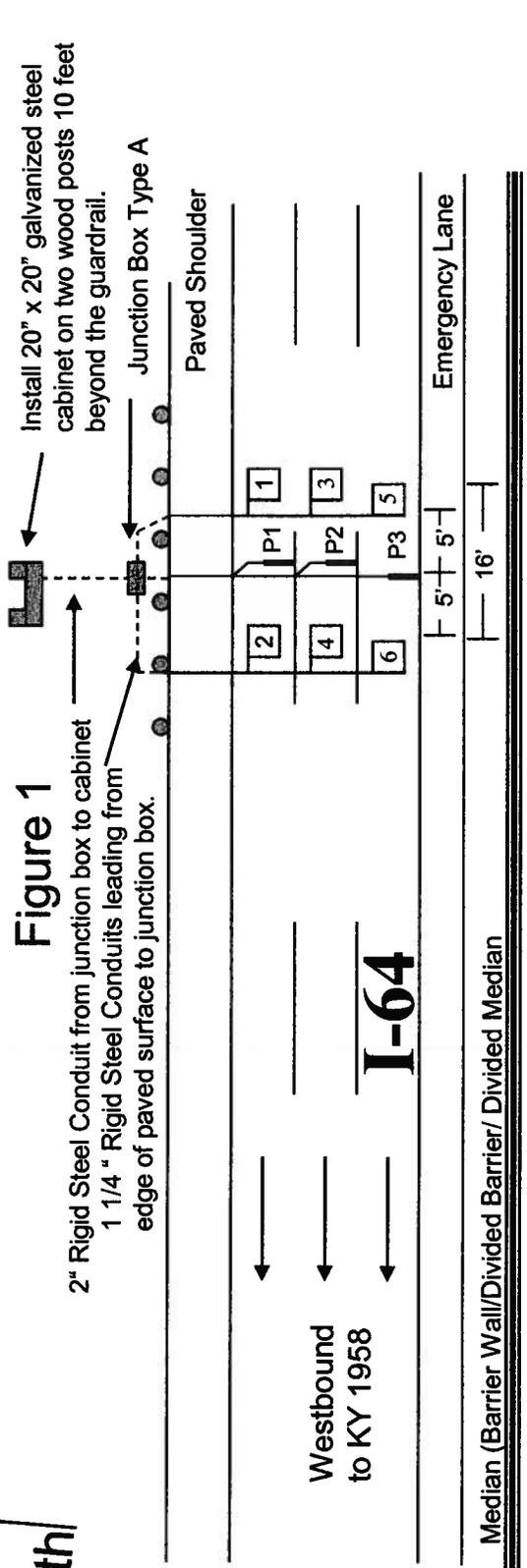
A project description including anticipated schedule will be provided to the media, stakeholders and other emergency service agencies via e-mail prior to construction. Information will be provided to these groups via traffic advisories and press releases.

## **MEDIA RELATIONS**

The District PIO will prepare an initial news release regarding the contract award for the project. The PIO will conduct interviews with the media throughout the project duration to keep the public informed of construction progress. Traffic advisories will be submitted to the media when a change in the MOT occurs. The contractor must provide to the PIO via the Resident Engineer notification of any change in the MOT at least three (3) days prior to the change.

# Site Drawing Clark Co., I 64, Station 751, MP 95.7

North ↑



Exact site location will be determined in the field.

All loops are 6' x 6' square.

Loops are 16' from leading edge to leading edge.

Run loop and piezo lead-in wires splice free to junction box on shoulder and to cabinet.

Piezos are centered between loops.

P1 through P3 are all Type-I piezo cables, 6' in length.

Install two Type A junction boxes.

Locate cabinets 10 feet beyond the guardrail.

In each junction box, label all wires and leave at least 2' of slack on each lead-in wire in the junction box and cabinet.

**DRAWING NOT TO SCALE**

2/18/2010

# Site Drawing Clark Co., I 64, Station 004, MP 97.2

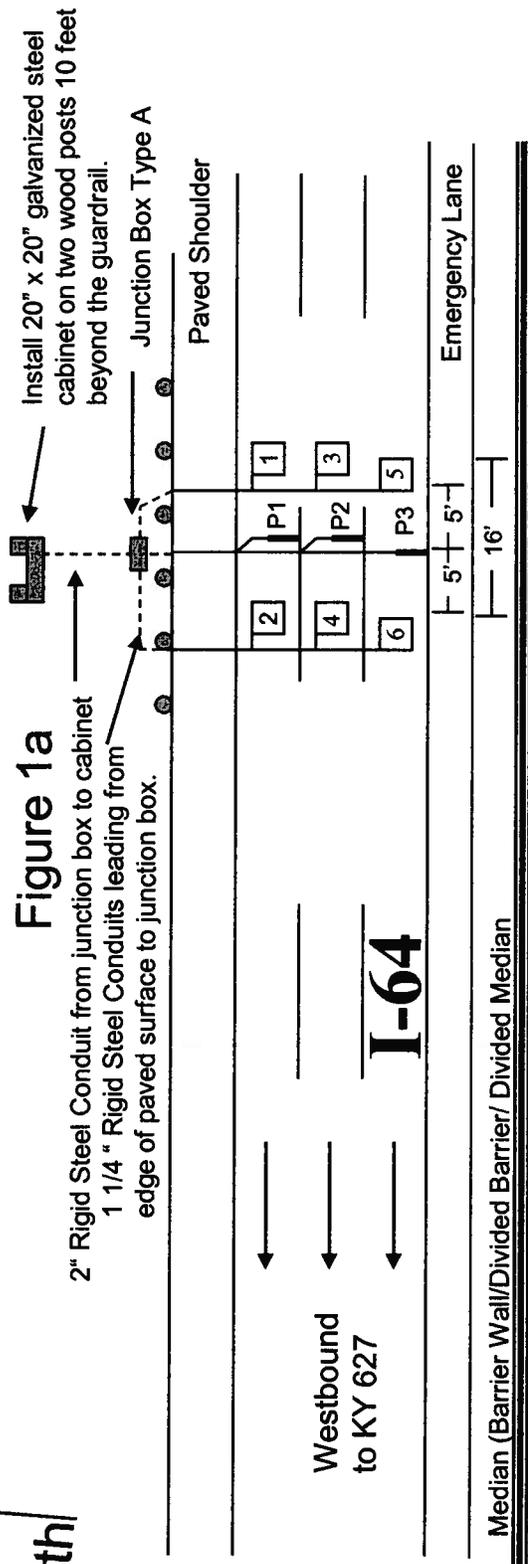
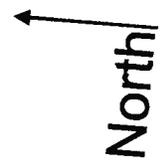
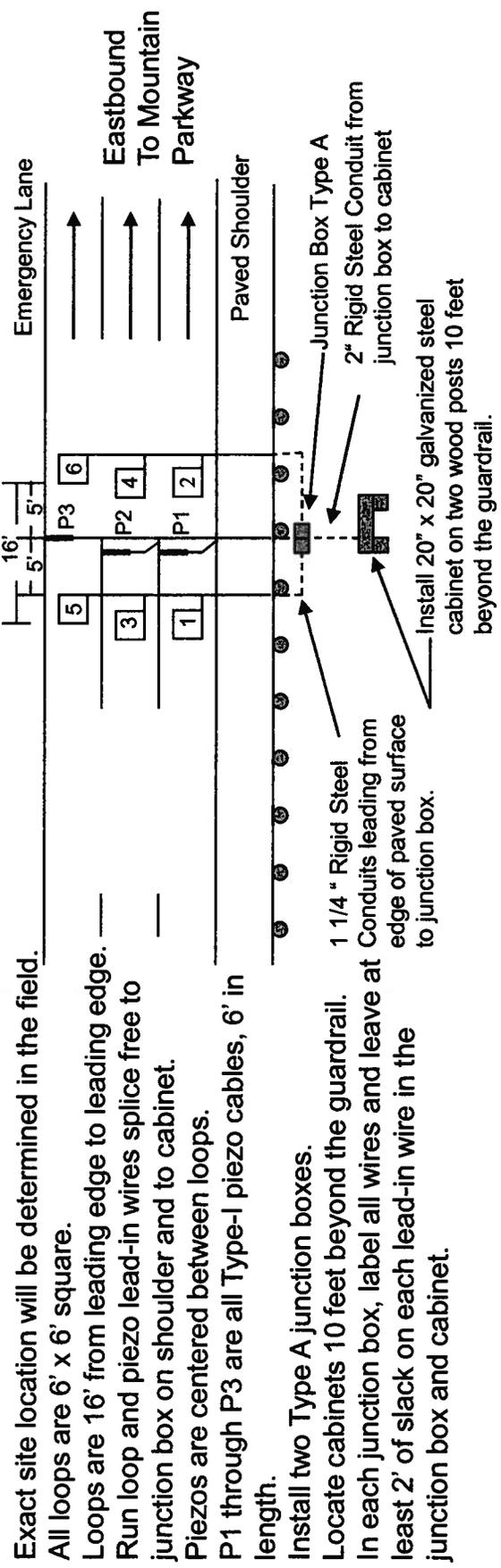


Figure 1a



Exact site location will be determined in the field.  
 All loops are 6' x 6' square.  
 Loops are 16' from leading edge to leading edge.  
 Run loop and piezo lead-in wires splice free to junction box on shoulder and to cabinet.  
 Piezos are centered between loops.  
 P1 through P3 are all Type-I piezo cables, 6' in length.  
 Install two Type A junction boxes.  
 Locate cabinets 10 feet beyond the guardrail.  
 In each junction box, label all wires and leave at least 2' of slack on each lead-in wire in the junction box and cabinet.

DRAWING NOT TO SCALE

2/18/2010

**GENERAL NOTES**  
**CLARK COUNTY – I-64**  
**TRAFFIC DATA COLLECTION STATIONS**  
**STA. 751 (MP 95.7)**  
**STA. 004 (MP 97.2)**

**GENERAL NOTES:**

The Division of Planning needs to re-establish traffic data collection stations within the construction project in Clark Co. on I-64. The Division of Planning traffic data collection station is to be installed at the following sites:

1. STA. 751 at mile point (MP) 95.7
2. STA. 004 at mile point (MP) 97.2

Contractor will proceed with the installation of traffic sensors once the widening project is completed. Exact site location will be determined in the field. Contractor shall install two (2) loop sensors and one (1) piezo in each lane.

Contractor shall install a total of twelve (12) loop sensors and six (6) piezos in the roadway at each station as shown in Figure 1, and 1a. The loop lead-in wires will be run splice-free through a Type-A junction box and into a cabinet off the shoulder as indicated in the attached drawings. The contractor will provide and use all new materials for this reconstruction.

Installation shall be coordinated with and approved by appropriate Division of Planning staff. Reference "Special Notes for Installation of Traffic Counting Inductance Loops" for materials, construction and installation details and standard details for installation of Traffic Counting Inductive Loops and Axle Sensors. Also see the Standard Details for Installation of Traffic Counting Inductance Loops and Axle Sensors, Location Drawings, Location Table and Estimate of Quantities, in regard to this specific project.

**Note:**

The Special Notes for Installation of Traffic Counting Inductance Loops and Axle Sensors are generic. Only the sections that pertain to the specified location and the bid items listed in this summary are applicable.

**SPECIAL NOTES:**

The mile points listed in the proposal are approximate only. The Engineer, in coordination with the Central Office Division of Planning, will designate the exact location at the time of construction. See Site Drawing sheets for more detail as to where each site is to be located.

**Notify the Central Office Division of Planning (502-564-7183, Equipment Management Team) a minimum of 14 days prior to beginning work in order for them to have the option to be present during sensor installation. The Engineer will contact and maintain liaison with the District Planning Engineer and the Central Office Division of Planning in order to coordinate the work.**

**LOCATION TABLE  
CLARK COUNTY – I-64  
TRAFFIC DATA COLLECTION STATIONS  
STA. 751 (MP 95.7)  
STA. 004 (MP 97.2)**

**LOCATION TABLE:**

STATION	DESCRIPTION	LOOP STATION LIMITS	LOOP LOCATION	LANES	LOOPS	PIEZOS	PROJECT MP LIMITS
<b>751</b>	2 Loops/ 1 Piezo per Lane	94.233-96.245	95.7	6	12	6	
<b>004</b>	2 Loops/ 1 Piezo per Lane	96.245-97.675	97.2	6	12	6	

**LOOP STATION 751** is located on I-64 MP. This station has six (6) lanes of traffic. Each lane will have a loop-piezo-loop configuration of sensors installed as depicted in Figure 1. The contractor shall install the sensors in each lane and run the loop lead-in wires splice-free through the junction box to the 20"x20" galvanized steel cabinet mounted as depicted in Figure 1. All new materials shall be utilized for this reconstruction.

**ESTIMATE OF QUANTITIES:**

CODE	DESCRIPTION	UNIT	QUANTITY
<b>4793</b>	CONDUIT 1 ¼ INCH	LIN FT	74
<b>4795</b>	CONDUIT 2 INCH	LIN FT	30
<b>4820</b>	TRENCHING AND BACKFILLING	LIN FT	66
<b>4829</b>	PIEZOELECTRIC SENSOR	EACH	6
<b>4830</b>	LOOP WIRE	LIN FT	2700
<b>4895</b>	LOOP SAW SLOT AND FILL	LIN FT	448
<b>20359EC</b>	GALV STEEL CABINET	EACH	2
<b>20360ES818</b>	WOOD POST	EACH	4
<b>20391ES835</b>	JUNCTION BOX TYPE A	EACH	2

**LOOP STATION 004** is located on I-64 MP 97.2. This station has six (6) lanes of traffic. Each lane will have a loop-piezo-loop configuration of sensors installed as depicted in Figure 1a. The contractor shall install the sensors in each lane and run the loop lead-in wires splice-free through the junction box to the 20"x20" galvanized steel cabinet mounted as depicted in Figure 1a. All new materials shall be utilized for this reconstruction.

**ESTIMATE OF QUANTITIES:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>
<b>4793</b>	CONDUIT 1 ¼ INCH	LIN FT	74
<b>4795</b>	CONDUIT 2 INCH	LIN FT	30
<b>4820</b>	TRENCHING AND BACKFILLING	LIN FT	66
<b>4829</b>	PIEZOELECTRIC SENSOR	EACH	6
<b>4830</b>	LOOP WIRE	LIN FT	2700
<b>4895</b>	LOOP SAW SLOT AND FILL	LIN FT	448
<b>20359EC</b>	GALV STEEL CABINET	EACH	2
<b>20360ES818</b>	WOOD POST	EACH	4
<b>20391ES835</b>	JUNCTION BOX TYPE A	EACH	2

Contractor is responsible for the above materials listing. Specifications on materials and installation instructions for loops are found in the Special Notes for Installation of Traffic Counting Inductance Loops and Axle Sensors.

# **DIVISION OF PLANNING**

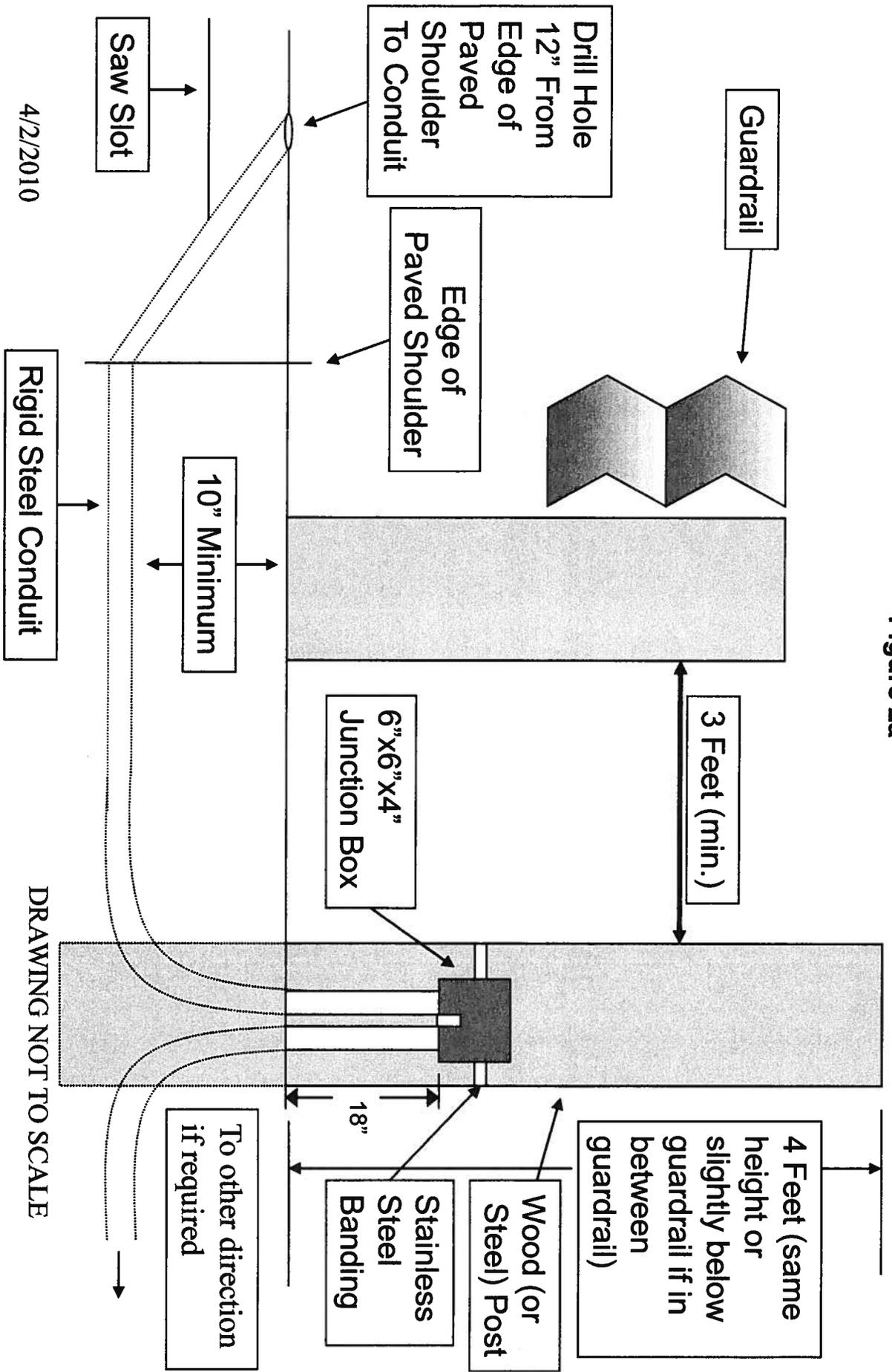
## **STANDARD DETAILS FOR INSTALLATION OF TRAFFIC COUNTING INDUCTANCE LOOPS AND AXLE SENSORS**

**DRAWINGS ARE NOT TO SCALE**

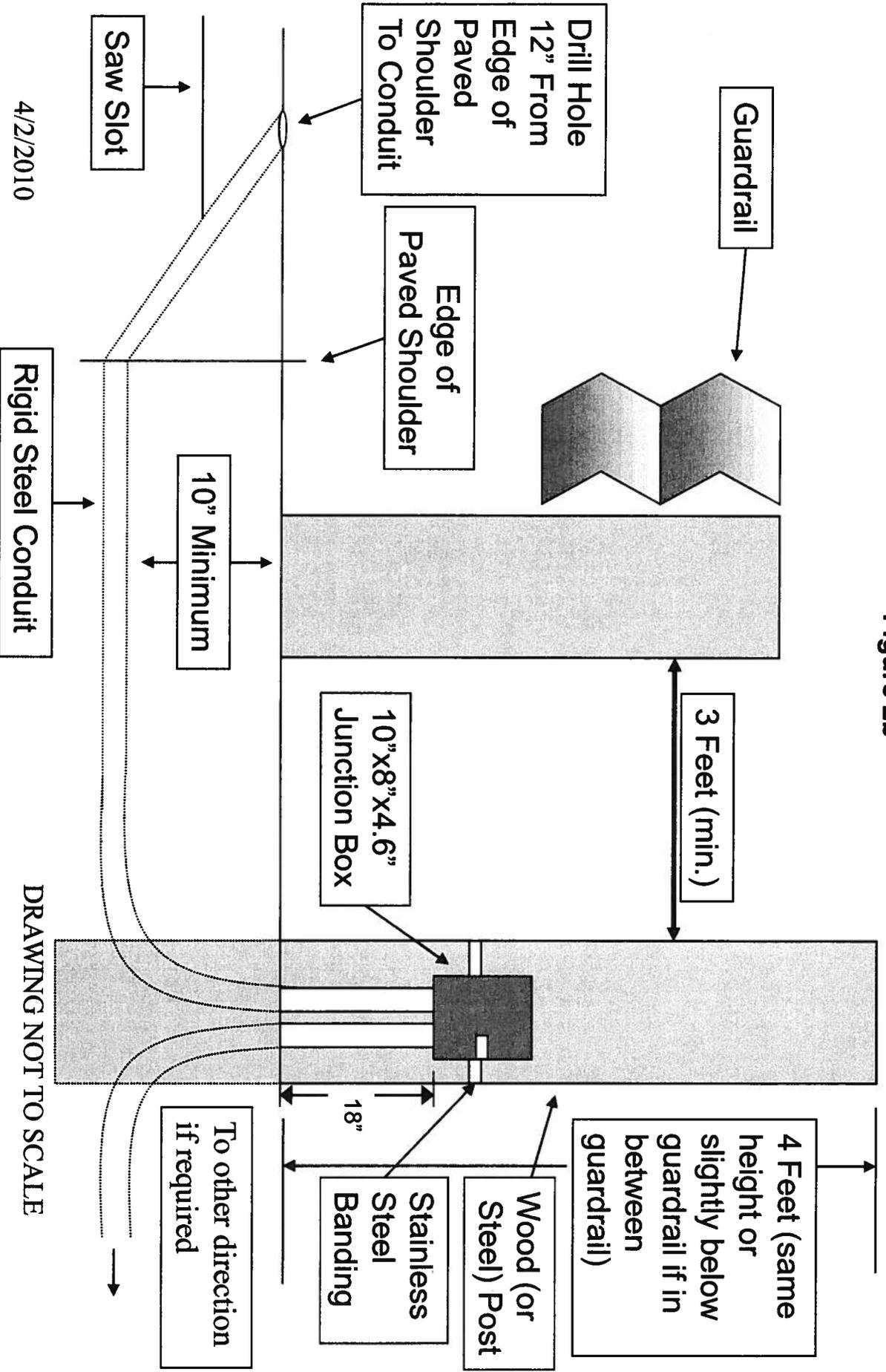
4/2/2010

Rev. 3/10

# Junction Box Type 6"x6"x4" Detail Figure 2a



# Junction Box Type 10"x8"x4" Detail Figure 2b

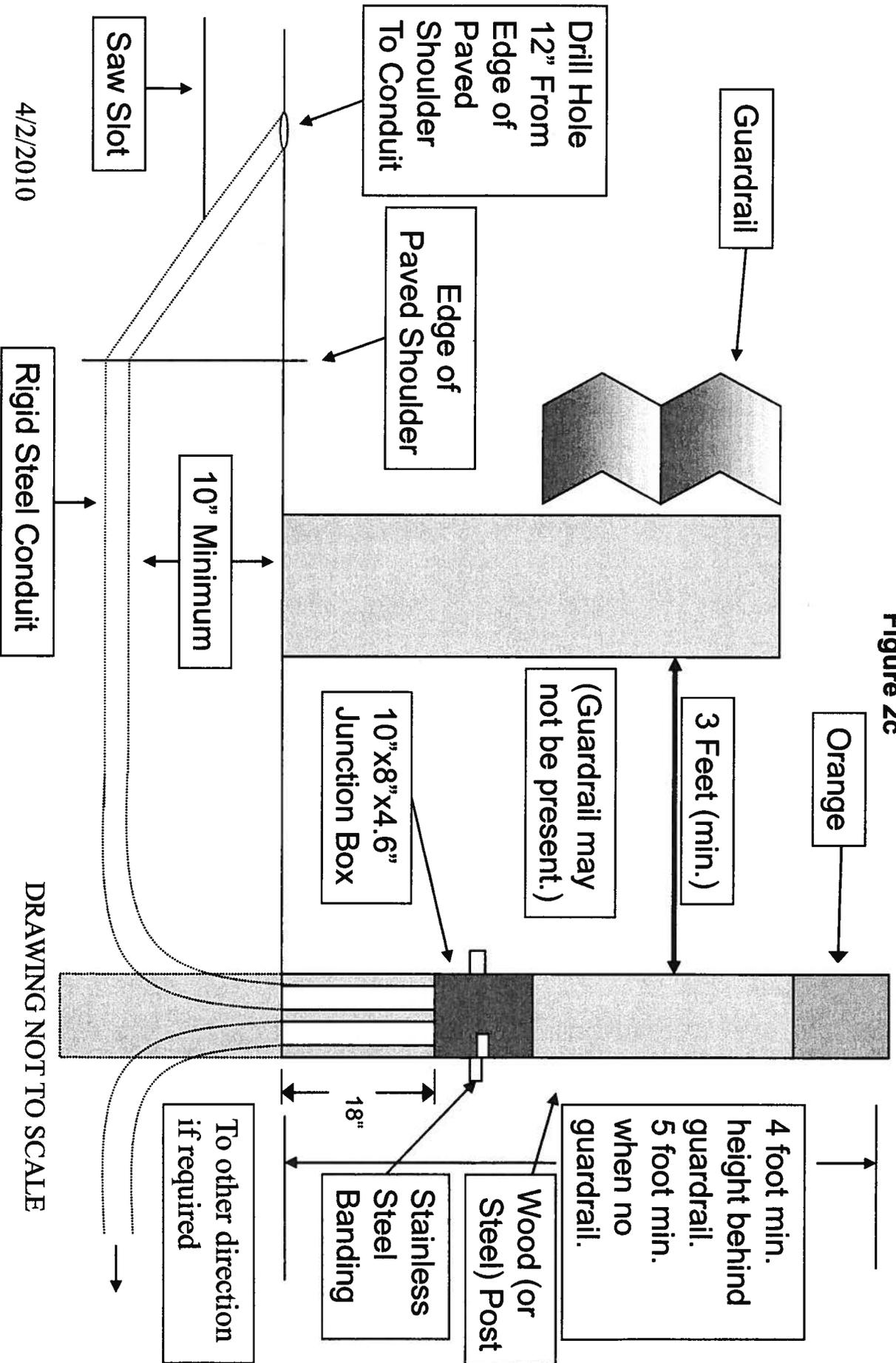


4/2/2010

DRAWING NOT TO SCALE

# Junction Box Type 10"x8"x4" Detail

Figure 2c

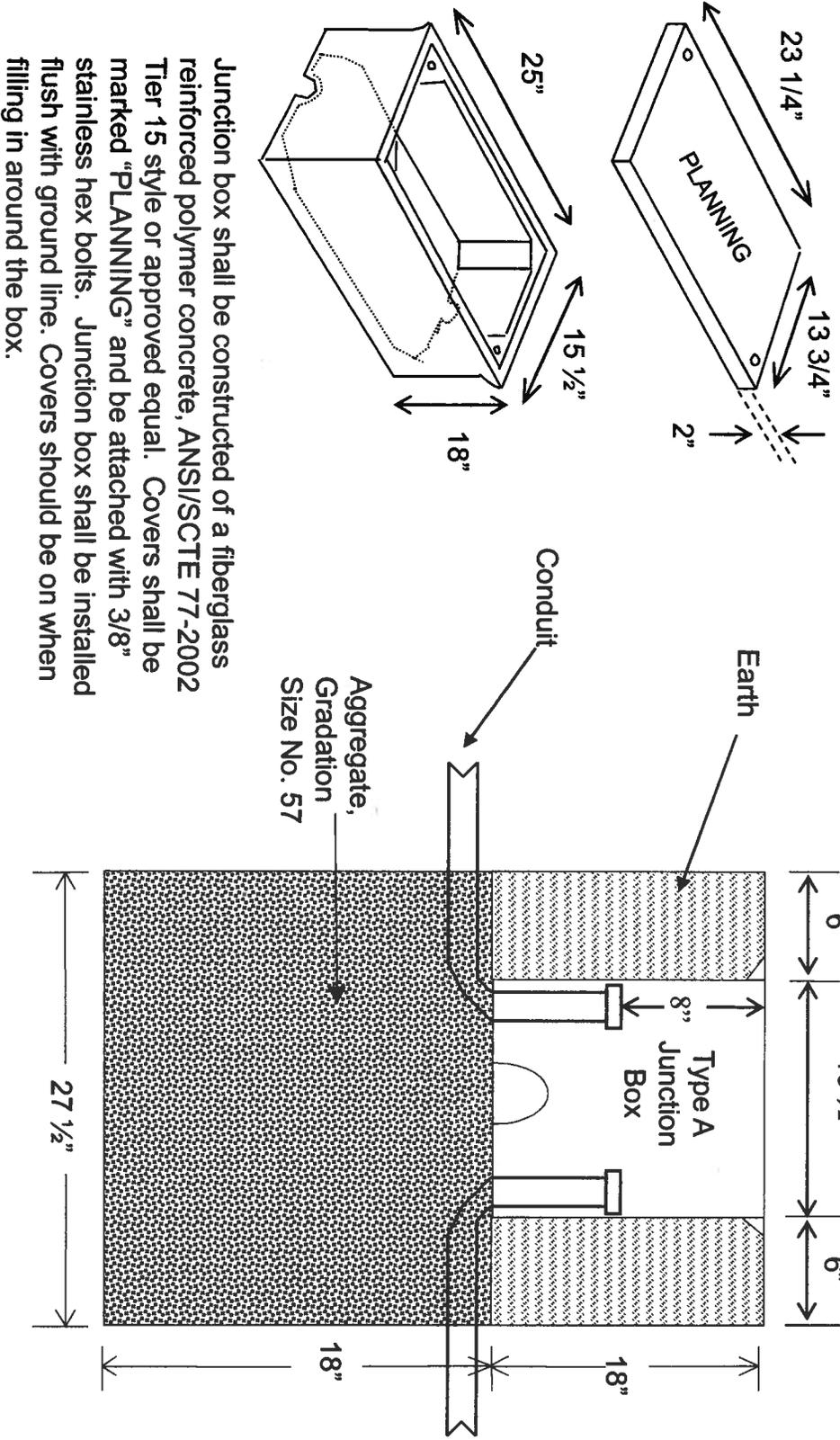


4/2/2010

DRAWING NOT TO SCALE

# Junction Box Type A Installation

Figure 3a



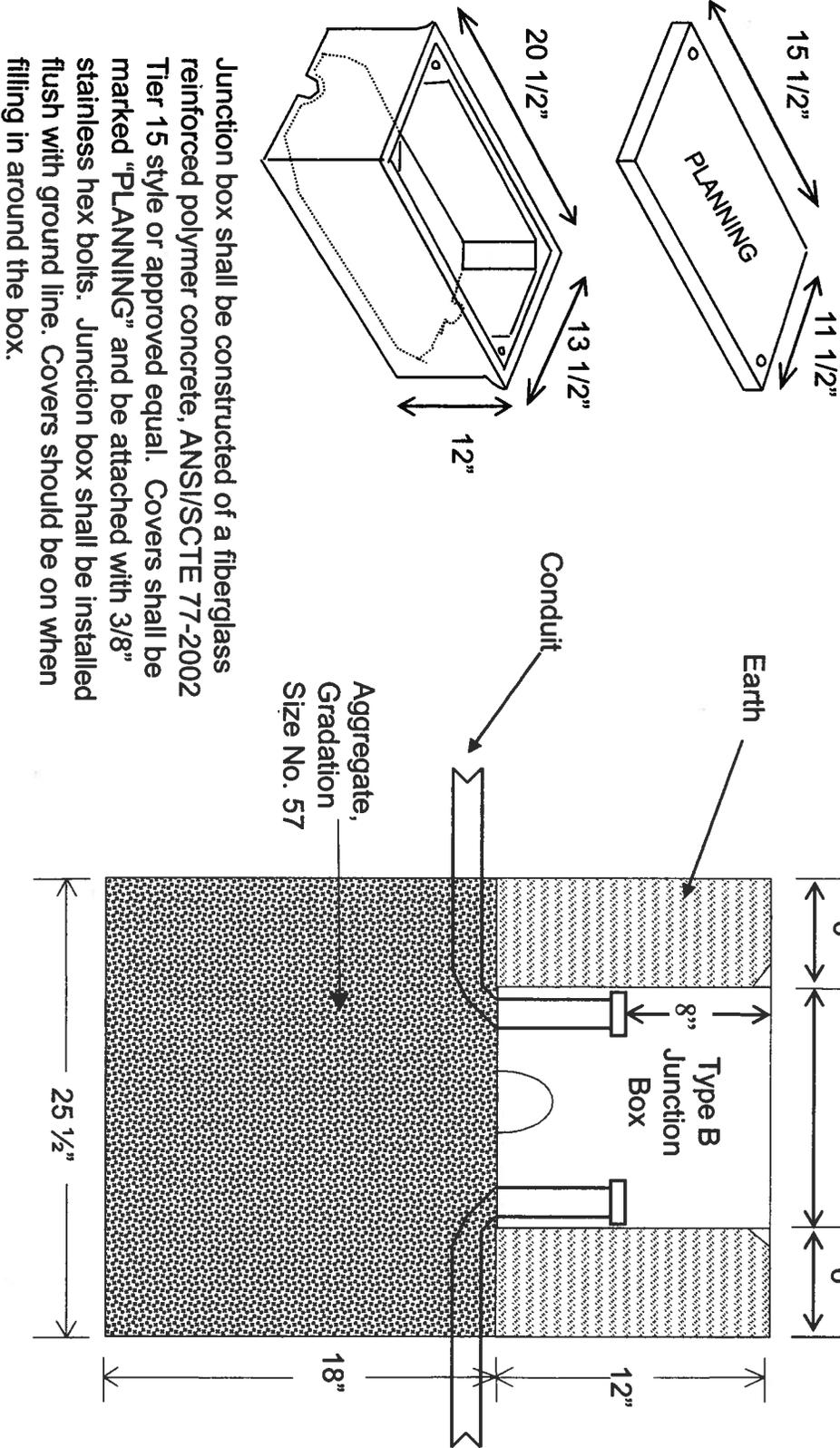
Junction box shall be constructed of a fiberglass reinforced polymer concrete, ANSI/SCTE 77-2002 Tier 15 style or approved equal. Covers shall be marked "PLANNING" and be attached with 3/8" stainless hex bolts. Junction box shall be installed flush with ground line. Covers should be on when filling in around the box.

4/2/2010

DRAWING NOT TO SCALE

# Junction Box Type B Installation

Figure 3b



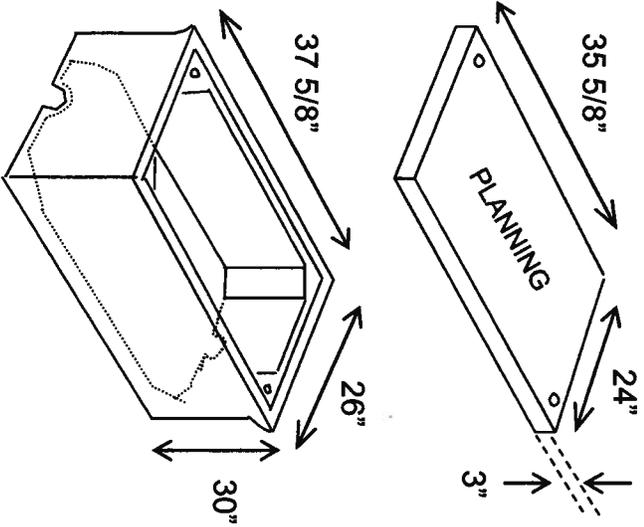
Junction box shall be constructed of a fiberglass reinforced polymer concrete, ANSI/SCTE 77-2002 Tier 15 style or approved equal. Covers shall be marked "PLANNING" and be attached with 3/8" stainless hex bolts. Junction box shall be installed flush with ground line. Covers should be on when filling in around the box.

4/2/2010

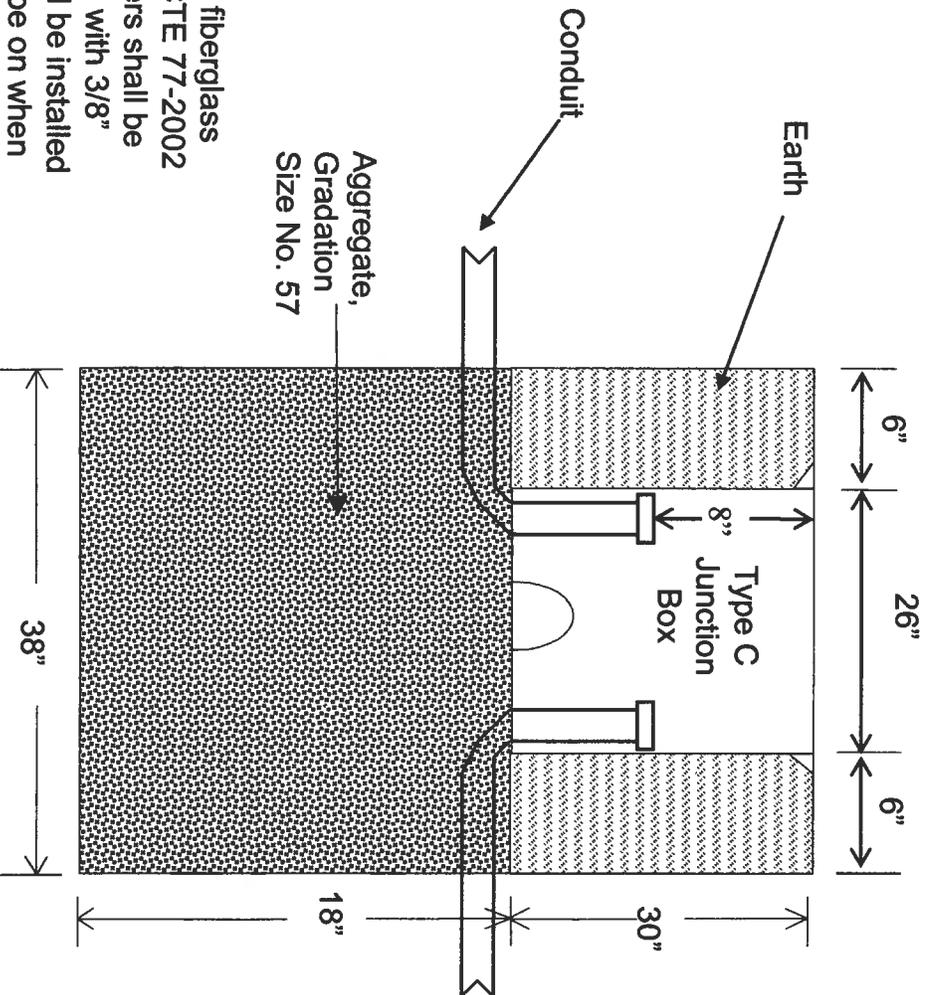
DRAWING NOT TO SCALE

# Junction Box Type C Installation

Figure 3c



Junction box shall be constructed of a fiberglass reinforced polymer concrete, ANS/SCTE 77-2002 Tier 15 style or approved equal. Covers shall be marked "PLANNING" and be attached with 3/8" stainless hex bolts. Junction box shall be installed flush with ground line. Covers should be on when filling in around the box.



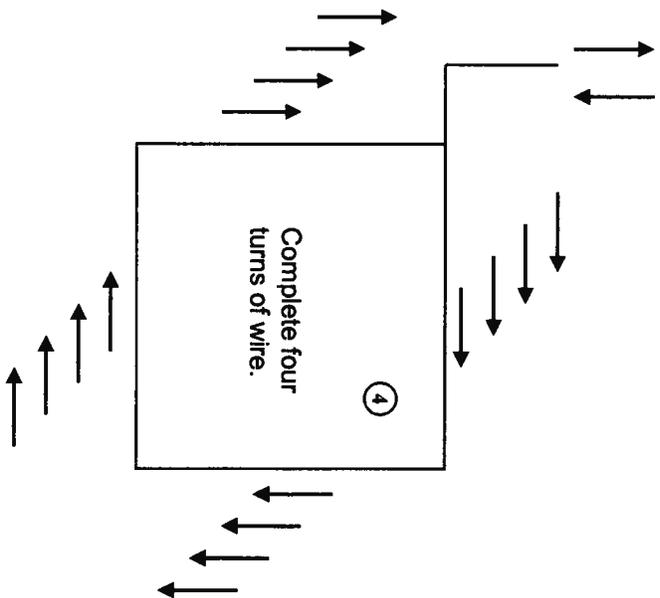
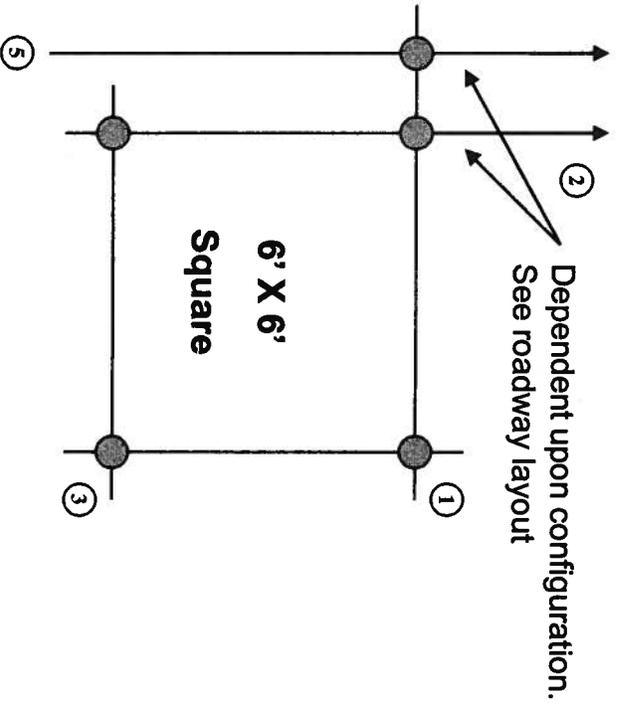
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4/2/2010

# Loop Installation Instructions

## Loop Installation in Existing Roadways

### Figure 4



### Saw Slot Plan

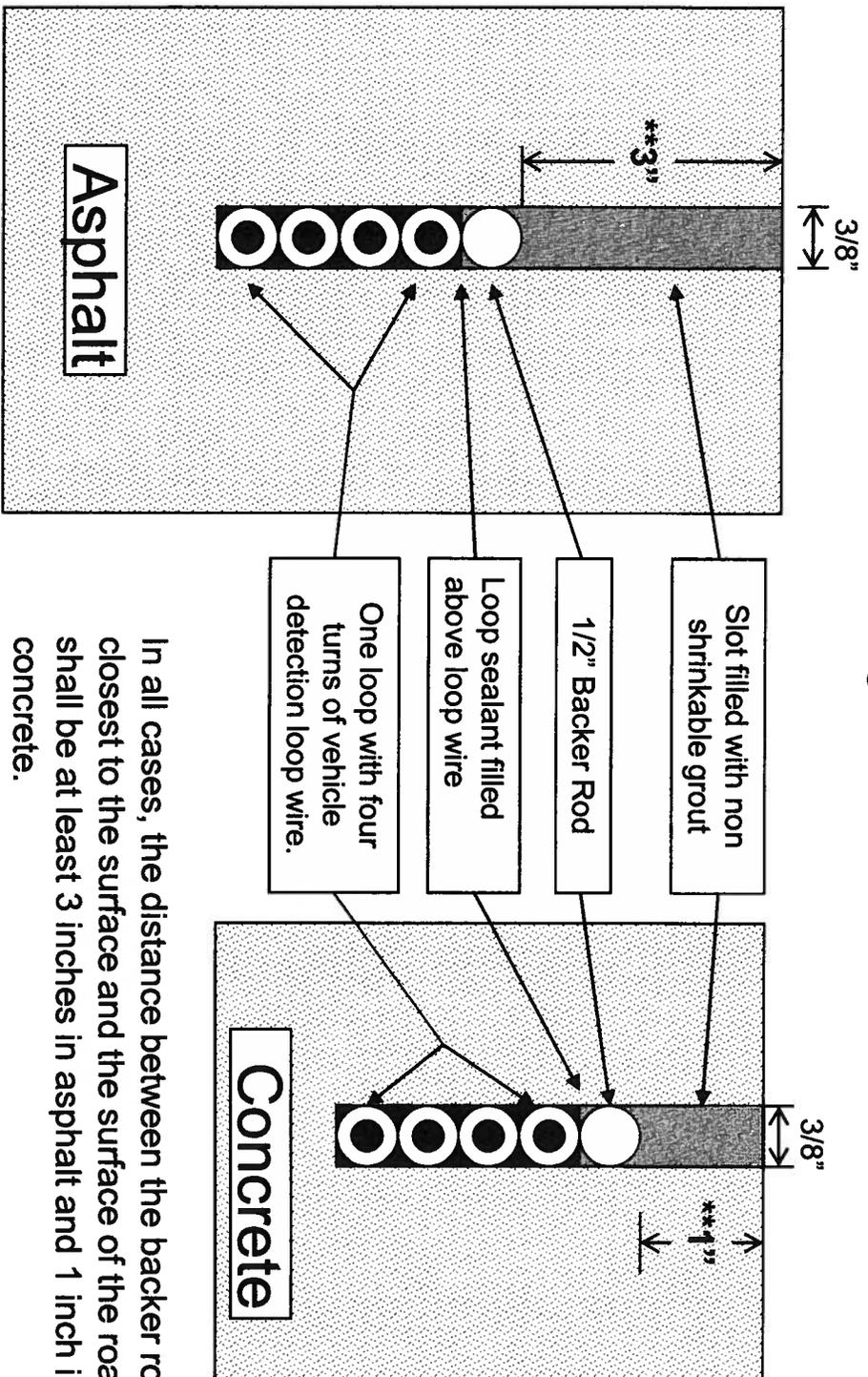
### Loop Wiring Plan

#### Notes:

- ① Overlap cuts so that slots are full depth at corners.
  - ② Configuration is dependent upon loop layout.
  - ③ Drill 1.5" hole in each corner to prevent sharp bends in the wire.
  - ④ Unless denoted otherwise, all loops are 6' x 6' square, positioned in center of lane with 4 turns of 14 AWG loop wire.
  - ⑤ The distance between adjacent loops is 6' for 12' lanes, 5.5' for 11' lanes, etc. It cannot be less than the loop is wide.
- 4/2/2010

# Loop Installation in Roadway

Figure 5



In all cases, the distance between the backer rod closest to the surface and the surface of the roadway shall be at least 3 inches in asphalt and 1 inch in concrete.

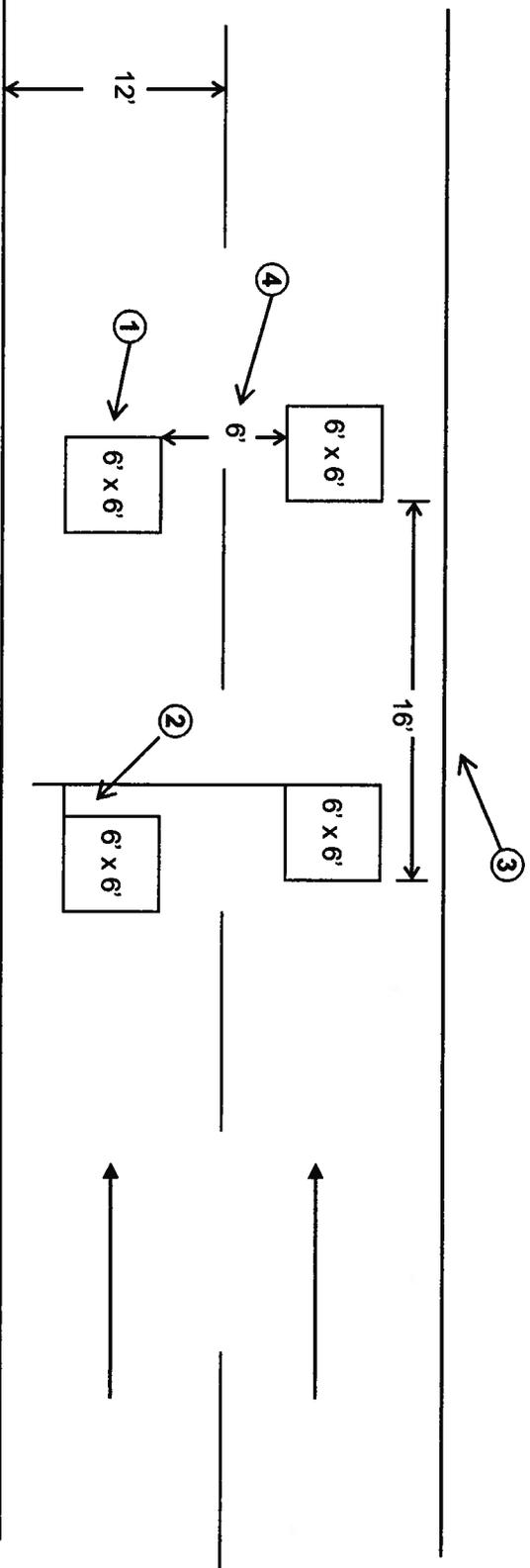
\*\*Saw slot level shall be lowered at edge of roadway to meet the conduit level.

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# Loop Characteristics

Figure 6

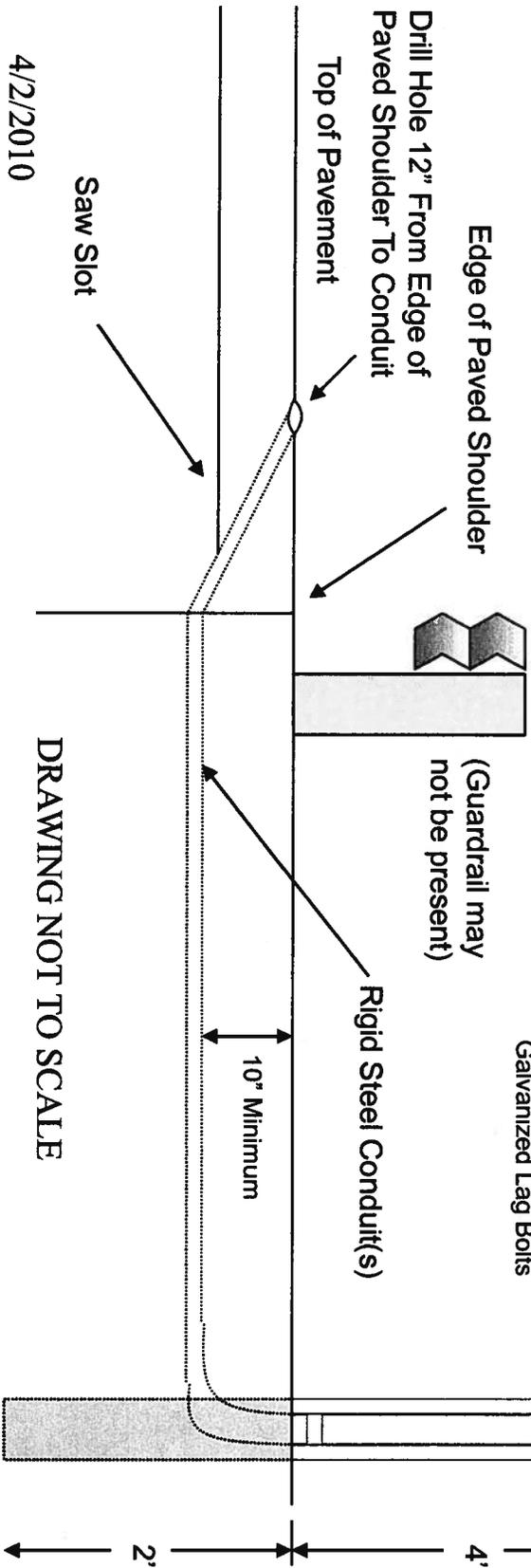
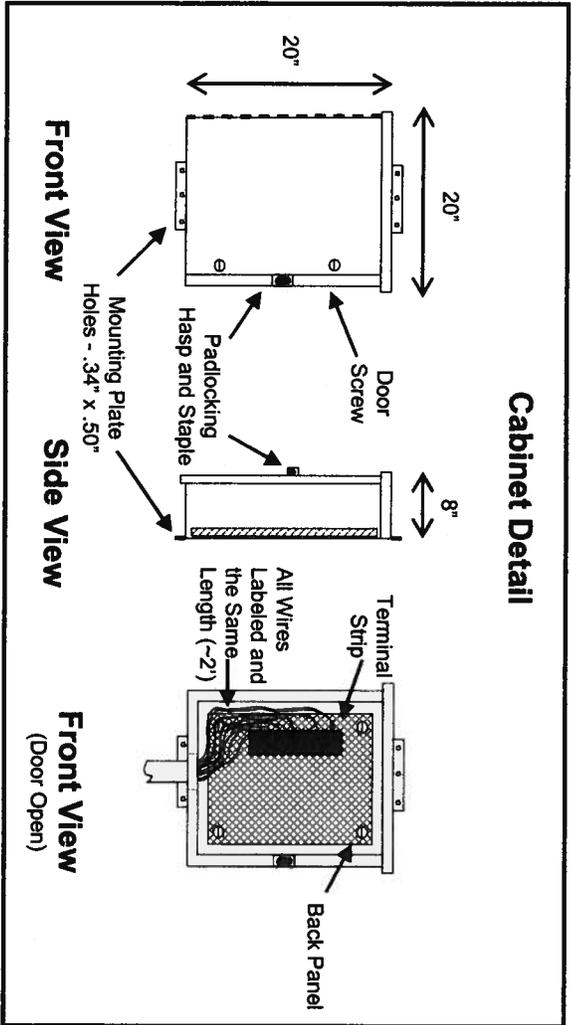


- ① Unless denoted otherwise, all loops are 6' x 6' square, positioned in center of lane with 4 turns of 14 AWG loop wire.
- ② Minimum 12" between loop and lead-ins. Lead-ins should be on the trailing edge of the loop.
- ③ If two loops are installed in a lane, space loops 16' from leading edge to leading edge unless denoted otherwise.
- ④ This distance is typically 6' for 12' lanes, 5.5' for 11' lanes, etc. It cannot be less than the loop is wide.

4/2/2010

# Galvanized Steel Cabinet and Post Installation

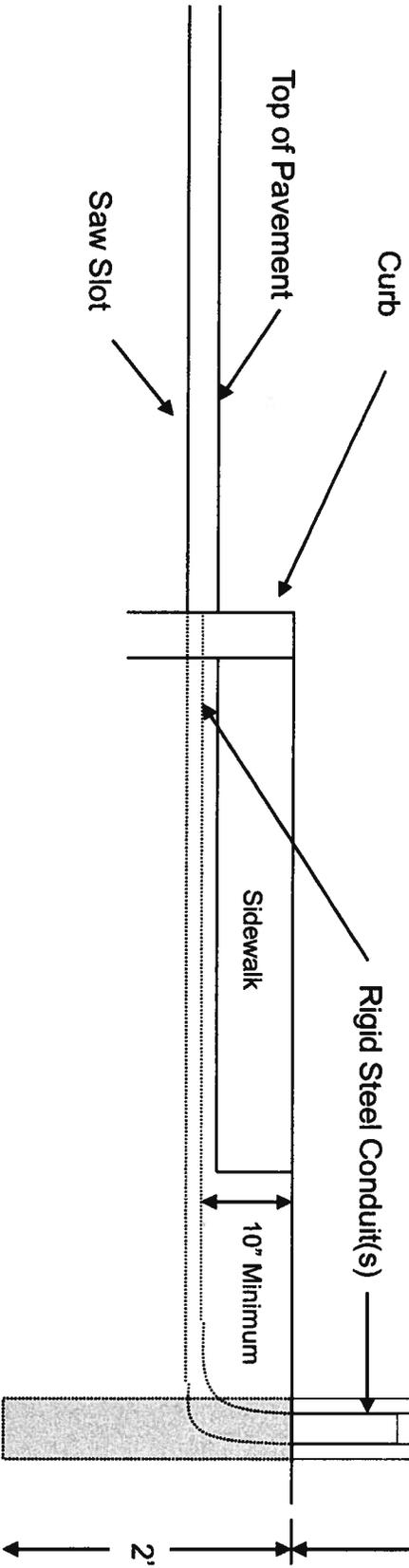
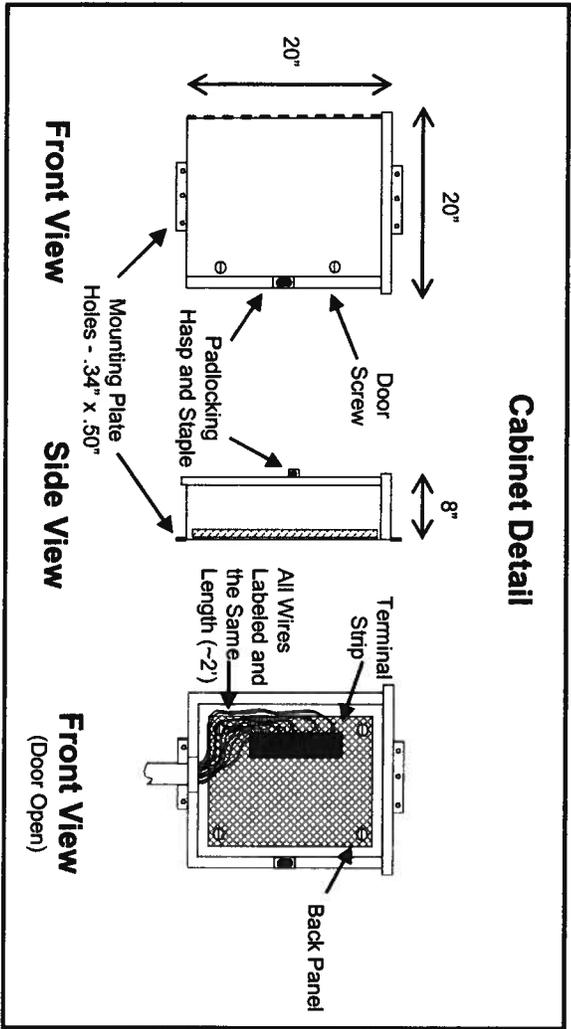
Figure 7a



4/2/2010

# Galvanized Steel Cabinet and Post Installation

Figure 7b

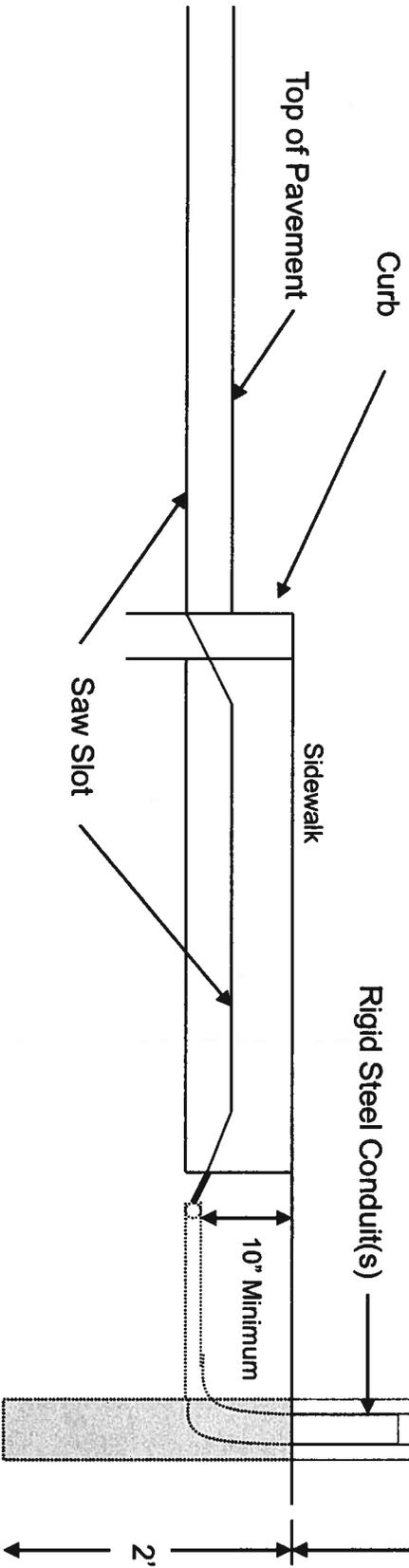
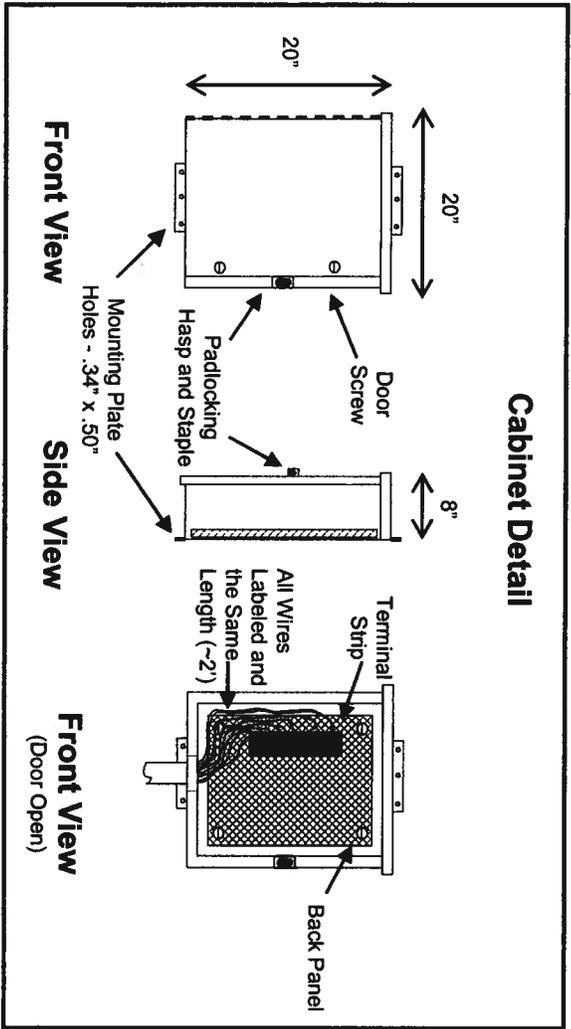


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4/2/2010

# Galvanized Steel Cabinet and Post Installation

Figure 7c

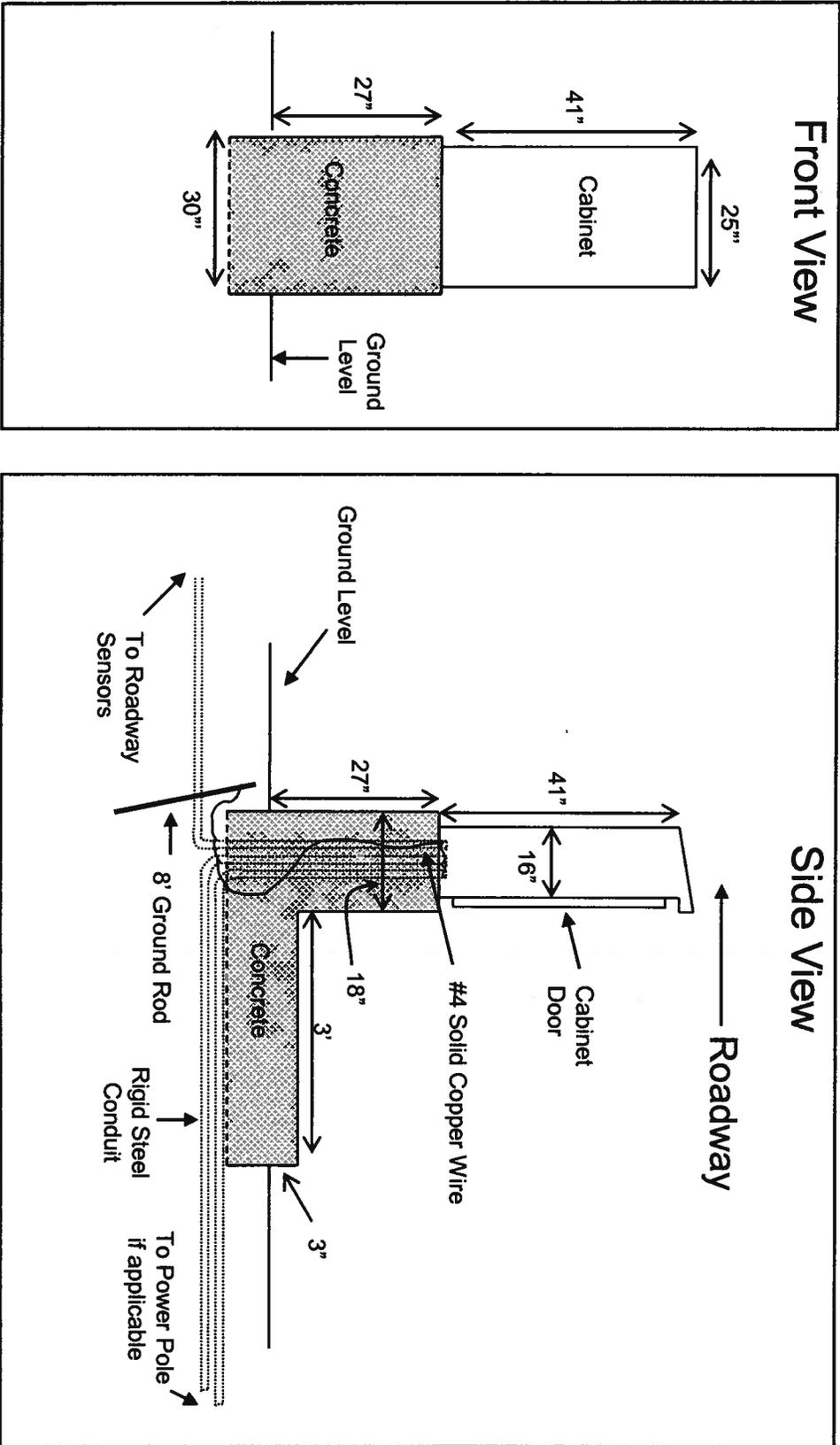


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# Cabinet Type G

Figure 8

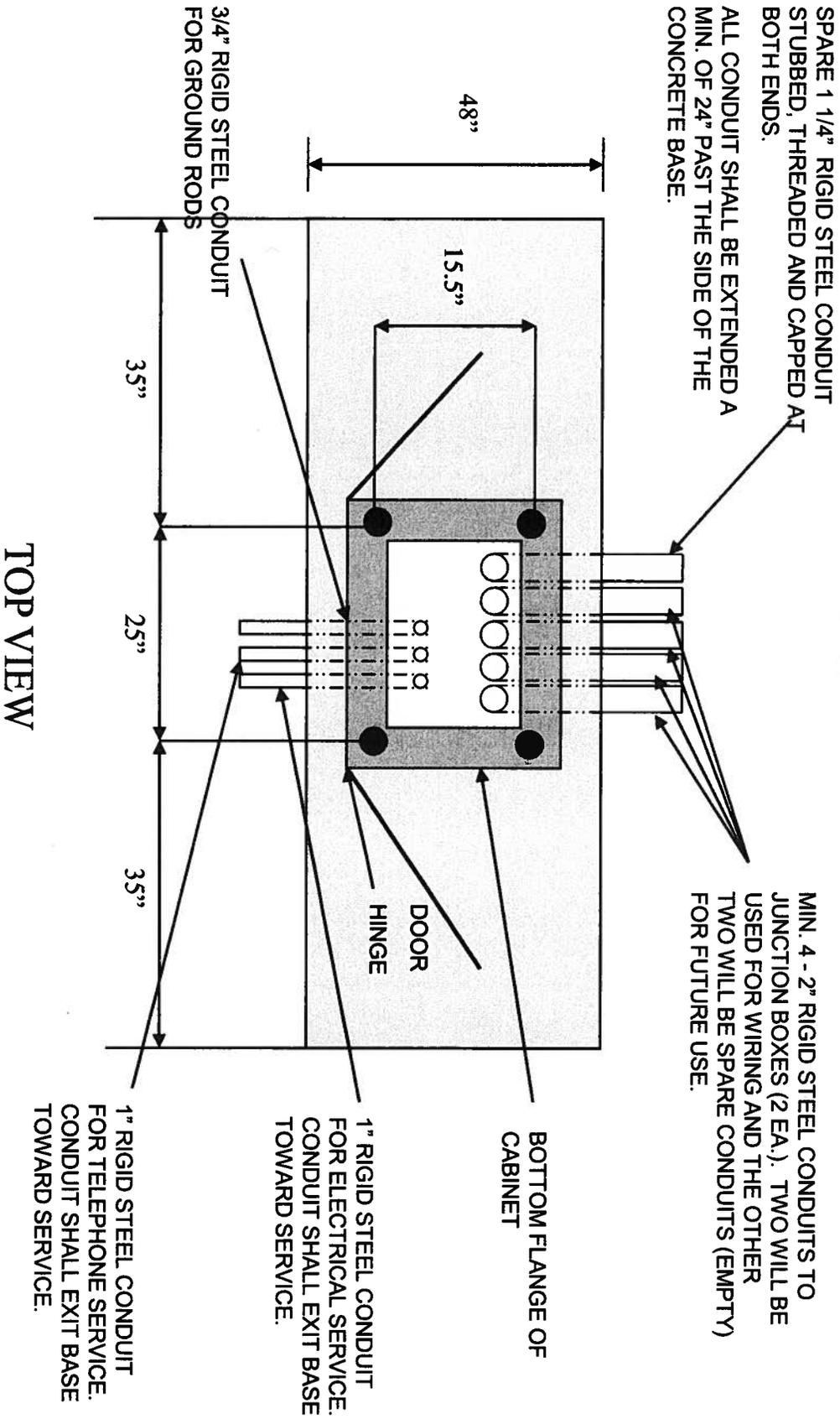


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4/2/2010

# Base Mounted 170 Cabinet Detail

## Figure 9a

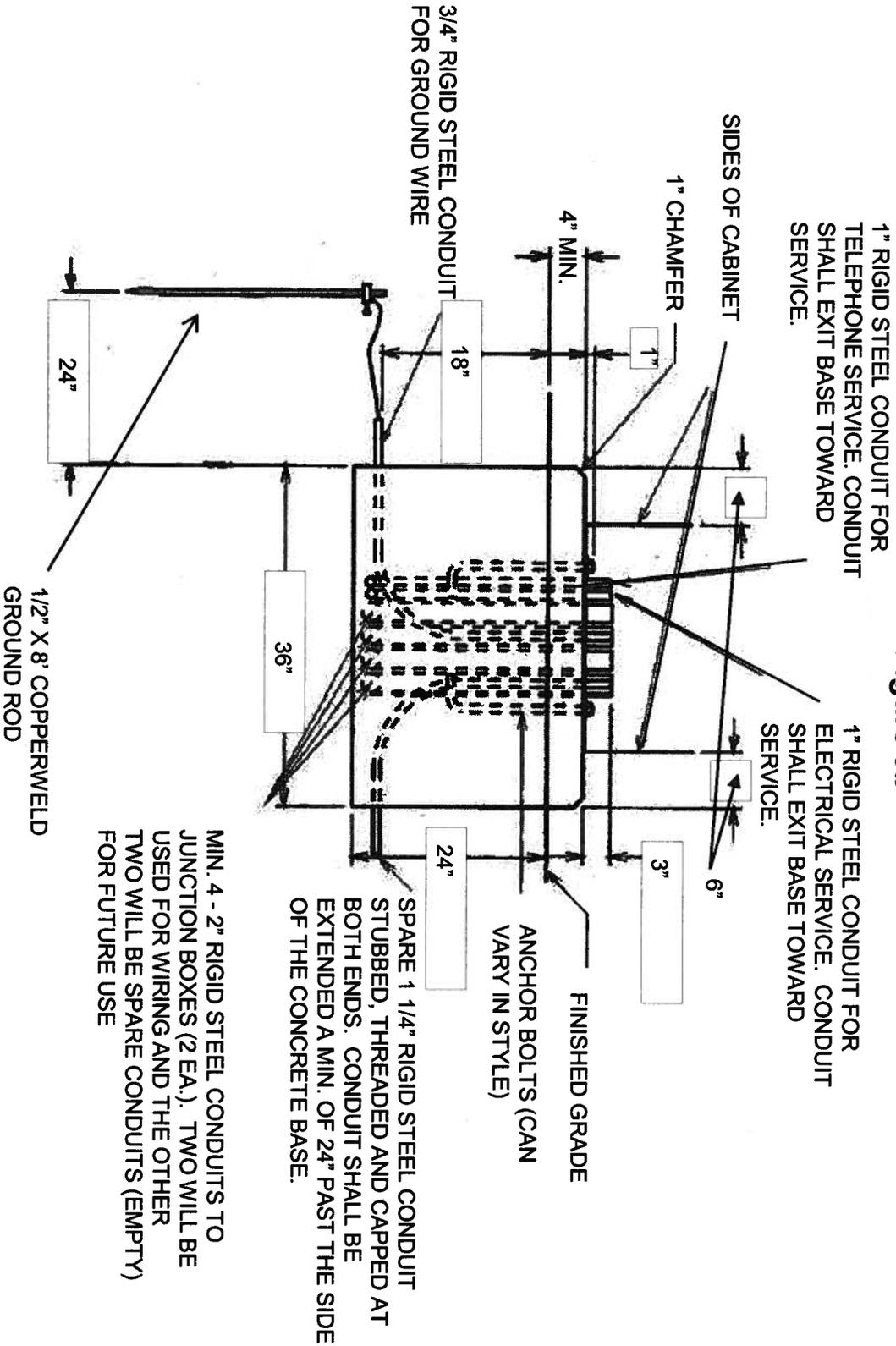


4/2/2010

DRAWING NOT TO SCALE

# Base Mounted 170 Cabinet Detail

Figure 9b



SIDE VIEW

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4/2/2010

Rev.03/10

## DIVISION OF PLANNING

### SPECIAL NOTES FOR INSTALLATION OF TRAFFIC COUNTING INDUCTANCE LOOPS AND AXLE SENSORS

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#### I. DESCRIPTION

Except as specified in these notes, perform all work according to the Department's Current Edition Standard Specifications, applicable Special Provisions and Special Notes, Sepia and Standard Drawings, and the drawings elsewhere in this proposal. Article references are to the Standard Specifications.

Furnish all materials, labor, equipment, and incidentals for the following work: (1) Maintain and control traffic; (2) install inductive loops; and (3) all other work required by the Specifications, Standard Drawings, Special Notes and the drawings in the proposal. The details of the project will be supplied in addition to these Special Notes.

#### II. MATERIALS

The Department will sample and test all materials according to Department's Sampling Manual. Have all 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. All materials shall be approved prior to being utilized. The Contractor shall submit for approval five (5) copies of descriptive literature, drawings, and any requested design data for the materials he proposes to use. No substitutions for approved materials will be made without the written approval of the Engineer.

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

**B. Junction Box Type 6 in. x 6 in. x 4 in.** The junction box shall have minimum inside dimensions of at least 6 inches high by 6 inches wide by 4 inches deep, made of a UV stabilized nonmetallic material (plastic) or non-rusting metal, and be weatherproof (NEMA 4X enclosure). It shall have a removable replaceable door with a continuous durable weatherproof gasket between the body and overhanging door to ensure a watertight seal. The door shall be hinged with stainless steel screws, hinge(s) and pin(s). The door shall also have a stainless steel padlockable latch on the side opposite the hinge(s). An approved enclosure is the Hubbell-Wiegmann model VJ606HWPL1.

**C. Junction Box Type 10 in. x 8 in. x 4 in.** The junction box shall have minimum inside dimensions of at least 10 inches high by 8 inches wide by 4.6 inches deep, made of a UV stabilized nonmetallic material (plastic) or non-rusting metal, and be weatherproof (NEMA 4X enclosure). It shall have a removable replaceable door with a continuous durable weatherproof gasket between the body and overhanging door to ensure a watertight seal. The door shall be hinged with stainless steel screws, hinge(s) and pin(s). The door shall also

## Inductance Loop and Piezoelectric Axle Sensor Installation Page 2 of 17

have a stainless steel padlockable latch on the side opposite the hinge(s). An approved enclosure is the Hubbell-Wiegmann model VJ1008HWPL1.

**D. Junction Box Type A.** The junction box Type A shall be constructed of a fiberglass reinforced polymer concrete, ANSI/SCTE 77-2002 Tier 15 Style, or approved equal. It shall have nominal inside dimensions of 13 inches wide by 24 inches long by 18 inches deep with an open bottom. The removable cover shall be attached with a minimum of two 3/8-inch stainless steel hex bolts and washers.

**E. Junction Box Type B.** The junction box Type B shall be constructed of a fiberglass reinforced polymer concrete, ANSI/SCTE 77-2002 Tier 15 Style, or approved equal. It shall have nominal inside dimensions of 11 inches wide by 18 inches long by 12 inches deep with an open bottom. The removable cover shall be attached with a minimum of two 3/8-inch stainless steel hex bolts and washers.

**F. Junction Box Type C.** The junction box Type C shall be constructed of a fiberglass reinforced polymer concrete, ANSI/SCTE 77-2002 Tier 15 Style, or approved equal. It shall have nominal inside dimensions of 24 inches wide by 36 inches long by 30 inches deep with an open bottom. The removable cover shall be attached with a minimum of two 3/8-inch stainless steel hex bolts and washers.

**G. Cabinet Type G.** A controller cabinet Type G shall be constructed of type 5052-H32 sheet aluminum with a minimum thickness of 0.125 inches. The cabinet shall meet or exceed the industry standards set forth by the UL 50 and the National Electrical Manufacturer's Association (NEMA) 3R. The cabinet shall have a dimension of 41 inches high by 25 inches wide by 16 inches deep. The cabinet shall include kits for a back panel and two shelves. The cabinet shall be designed with a sloped top to prevent the accumulation of water on its top surface. The single door opening shall be double flanged on all four sides, hinged on the right side, equipped with a three-point latching mechanism, and include a door restraint. The door shall be equipped with a Corbin tumbler #2 lock. The cabinet shall be equipped with two adjustable "C" mounting channels on both side and back walls to allow for versatile positioning of shelves. Manufacturer's shop drawings shall be submitted demonstrating details of equipment housing and installation. If electrical service is specified, a 120-volt GFCI AC duplex receptacle shall be provided in the cabinet.

An approved source is provided below. Other approved equal cabinets may be furnished if approved by a representative of the Central Office, Division of Planning. To be considered approved equal, the cabinet shall meet the above requirements and match the specified detailed dimensions.

Econolite Control Products.  
P.O. Box 6150  
3360 E. La Palma  
Anaheim, California 92806-2856

## Inductance Loop and Piezoelectric Axle Sensor Installation

### Page 3 of 17

**H. Galvanized Steel Cabinet.** The cabinet shall be a hinged cover NEMA Type 3R medium enclosure, constructed of 16 or 14 gauge galvanized steel, and have inside dimensions of 20 inches high by 20 inches wide by 8 inches deep. This shall be the standard size that contractors shall place their bids on. The cabinet shall meet the industry standards set forth by the Underwriters Laboratories Inc. (UL) 50 and the National Electrical Manufacturers Association (NEMA). The finish shall consist of an American National Standards Institute (ANSI) 61 gray polyester powder finish inside and out over the galvanized steel. The cabinet shall have the following features:

- Drip shield top and seam-free sides, front, and back, to provide protection in outdoor installations against rain, sleet, and snow.
- 16 gauge galvanized steel continuous stainless steel pin.
- Cover fastened securely with captive plated steel screws.
- Hasp and staple provided for padlocking.
- No gaskets or knockouts.
- Back plate mounted inside the cabinet for terminal strip installation.

An approved source is provided below. Other approved equal cabinets may be furnished if approved by a representative of the Central Office, Division of Planning. To be considered approved equal, the cabinet shall meet the above requirements and match the specified detailed dimensions.

Hoffman Engineering Co.  
World Headquarters  
900 Ehlen Drive  
Anoka, Minnesota 55303-7504

**I. Wood Post.** The wood post shall be 4 inches by 4 inches by 8 feet long, and is pretreated to conform to the American Wood Preservers' Association (AWPA) C-14. All wood posts shall be sawed on all four sides, having both ends square, and conform to the dimensions specified. The wood post is described in detail in Section 820.01 of the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Current Edition.

**J. Conduit.** Conduit shall be rigid steel waterproofed conduit unless otherwise specified. All conduits shall be galvanized inside and out and shall conform to the Underwriters' Laboratories (UL) requirements for rigid metallic conduit. IMC will not be accepted. Furnish all conduit fittings, bodies, boxes, joints, couplings and mounting hardware.

**K. Loop Wire.** All loop wire shall be plainly marked in accordance with the provisions of the current editions of the National Electric Code (NEC). The wire shall be 14-gauge single conductor, insulated in polyethylene (PE) with a 0.004-inch thick nylon coating, and enclosed in a 0.030-inch thick PE tube jacket. The wire shall meet the requirements of the International Municipal Signal Association (IMSA) Specification No. 51-7- latest edition. Any other wire shall be of appropriate size and type per the NEC and Section

Inductance Loop and Piezoelectric Axle Sensor Installation  
Page 4 of 17

834.01 Wiring of the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Current Edition.

**L. Cable No. 14/1 Pair.** Cable No. 14/1 pair or loop lead-in cable shall be 14 AWG, stranded, paired conductors, electrically shielded and shall conform to IMSA 19-2. All cable shall be plainly marked in accordance with the provisions of the National Electric Code.

**M. Traffic Loop Encapsulant.** The traffic loop encapsulant shall consist of a one-part polyurethane as described in Section 835.06 of the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction, Current Edition.

**N. Non-Shrinkable Grout.** The grout used shall be non-shrinkable and meet the Department of Highways Standard Specifications for Road and Bridge Construction, Current Edition.

**O. Backer Rod.** Use backer rod of 1/2" diameter that meets the Department of Highways Standard Specifications for Road and Bridge Construction, Current Edition.

**P. Seeding and Protection.** Use seed mixture No. I per Section 212-Erosion Control of the Department's Current Edition Standard Specifications for Road and Bridge Construction book.

**Q. Electrical Service.** The contractor shall initiate a work order for the installation of electrical service to the power site. A representative from the Division of Planning and the local utility company shall be consulted prior to choosing an exact location for the pole. The contractor shall be responsible for clearing the right-of-way for the electrical service drop. The electrical service shall be a minimum 60-ampere, which is capable of supplying 120 volts or 240 volts to the electronics. The installation and materials specified in the construction notes below, shall be made incidental to the bid item established for electrical service. A 120-volt GFCI AC duplex receptacle shall be provided in the cabinet. Contractor is responsible for correct size and type of wire. Contractor is responsible for obtaining any and all electrical inspections, memberships, meter base and any other requirements by the utilities serving the installation and pays all fees required.

**R. Piezoelectric Sensors.** The sensor shall consist of a metal strip 0.260" wide x 0.063" thick;  $\pm 0.005$ " and be furnished in the specified lengths. The sensor shall include a 100-foot electrical coax-cable connected to one end. The coax-cable shall be RG 58 type with an underground/direct burial rated outer jacket. The OD of the cable is 0.187". The nominal capacitance of the cable is 27 pF/ft. Piezo lead-in cables are to be run splice free to their cabinets. Many installations exceed the 100-foot length so the piezo should be ordered with a lead-in of appropriate length. Standard lead-ins can be ordered from 100 to 500 feet in 50-foot increments. The manufacturer should be contacted regarding longer distances.

**Inductance Loop and Piezoelectric Axle Sensor Installation**  
**Page 5 of 17**

- 1. Piezoelectric Sensor: Roadtrax BL Class I or Approved Equal.** Furnish Class I Piezoelectric Sensor to be used to collect truck weigh-in-motion data. Class I sensors are typically furnished in 6- or 11-foot lengths. See Notes and Estimate of Quantities for sensor type and length. One installation bracket for every 6 inches of sensor length shall also be supplied.

The vendors listed below are known distributors of the Roadtrax BL Class I sensors. Other approved equal sensors may be furnished if approved by a representative of the Central Office, Division of Planning. To be considered approved equal, the sensors shall meet the above requirements and match the specified detailed dimensions.

DIA-L Associates  
P. 3302 Aquia Drive  
Stafford, VA 22554

Measurement Specialties, Inc.  
80 Little Falls Road  
Fairfield, NJ 07004

International Road Dynamics, Inc.  
702 43rd Street East  
Saskatoon, Saskatchewan  
Canada, S7K3T9

Grout material shall display fast cure times; tack free in 10 minutes and open to traffic in 40 minutes with full cure within an hour. Material shall have excellent adhesion to concrete and asphalt. It should display excellent chemical resistance, water insensitivity, and thermal stability at high and low temperatures. Ample encapsulation material shall be supplied for each sensor for its proper installation. Approved encapsulation material by the piezo manufacturer includes AS475 Axle Sensor Grout or approved equal. This is a durable two-part resin-based grout suitable for asphalt and concrete applications having the following typical physical properties:

Compressive Strength (psi)	ASTM D638	5000 min.
Water Absorbtion	ASTM D570	0.3% max
Wear Resistance	ASTM D4060	CS10 wheel, 1000 gm load 1000 cycles, 186 mg loss

The vendors listed below are known distributors of the approved grout.

DIA-L Associates  
P. 3302 Aquia Drive  
Stafford, VA 22554  
(540) 659-2264

Measurement Specialties, Inc.  
80 Little Falls Road  
Fairfield, NJ 07004

PAT Traffic Control Corporation  
1665 Orchard Drive  
Chambersburg, PA 17201

International Road Dynamics, Inc.  
702 43rd Street East  
Saskatoon, Saskatchewan  
Canada, S7K3T9

## Inductance Loop and Piezoelectric Axle Sensor Installation Page 6 of 17

### III. CONSTRUCTION METHODS

The plans indicate the extent and general arrangement of the installation and are for general guidance. When the contractor deems any modifications of the plans or specifications necessary, details of such changes and the reasons shall be submitted in writing to the Resident Engineer for written approval prior to begin the modified work.

Once the project has been let and awarded, the Division of Construction shall notify the Division of Planning of the scheduled date for a Pre-Construction meeting so that prior arrangements can be made to attend. This will allow the Division of Planning an opportunity to address their concerns and answer any questions that the contractor may have before beginning the work. Planning shall also be notified two weeks before work pertaining to these specifications begins to ensure their personnel are present during sensor installation and once the work has been completed so that their representative can perform a final inspection. The Division of Construction then reviews Planning's final inspection report and determine whether the work is in compliance with the specifications before awarding payment to the contractor.

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

**B. Junction Box Type 6" x 6" x 4" or 10" x 8" x 4" (as noted).** The contractor shall stub the rigid steel conduit to the junction box so the bottom of the box is approximately 18" above the ground. The junction box shall be located at or beyond the shoulder and mounted on the side of a post approximately 3 feet beyond the guardrail post using banding material or other appropriate mounting hardware with the hinge side up. See Figures 2a and 2b for additional details. Leave approximately 18" of slack lead-in wire coiled inside the junction box. Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

**C. Junction Box Type A (or B or C).** Install the Junction Box Type A near the edge of pavement and flush with the ground level (see Figure 3). Place roughly 18 inches of No. 57 aggregate underneath the junction box Type B to allow drainage. Extend the loop lead-in wires splice-free to the cabinet. Run the wire from the junction box Type A through the conduit at a minimum depth of 6 inches. Stub the conduit up into the junction box Type A from its base to accommodate the lead-in wires. Leave at least 2 feet of slack lead-in wire coiled inside the junction box Type A. The conduit fittings, backfilling, and aggregate shall be incidental to the junction box Type A. Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

**D. Cabinet Type G.** Locate the cabinet sufficiently beyond the roadside by determining the minimum clear zones in accordance with the "Roadside Design Guide". Place a concrete foundation of appropriate size for mounting the cabinet. The cabinet shall be mounted on the concrete base such that the bottom of the cabinet is 27" above the ground. The door of the cabinet shall open away from traffic. Fasten the cabinet to the foundation

## Inductance Loop and Piezoelectric Axle Sensor Installation

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using anchor rods and caulk the gap between the cabinet and the base. Stub rigid conduit up into the cabinet from its base. Install an extra 1 ¼" conduit to be stubbed out in the bottom of the cabinet and run out 2 feet from the concrete base and plugged with duct seal or taped shut with electrical tape toward the roadway for future use. An 8' copper clad ground rod shall be driven into the soil and bonded to the rigid conduit via #4 solid copper wire and ran through the concrete and up into the cabinet. A ¾" rigid steel conduit shall be stubbed up into the cabinet and run 2 feet up the electrical service pole and terminated to a ¾" weatherhead. This conduit shall be run in the same ditch as the electrical service. If electrical service is not provided as an item in the contract, the ¾" rigid steel conduit shall be run out 2 feet from the concrete base and plugged with plumbers putty or taped shut with electrical tape. The location of the plugged end shall be marked with a wooden stake and labeled "¾ in. conduit end" (see Figure 8). A 120-volt, 20-amp GFCI AC duplex receptacle shall be provided in the cabinet.

Leave at least 5 feet of slack lead-in wire in the cabinet. Include the following major items as incidental to the cost of the cabinet: concrete foundation, anchor rods, ground rod, #4 solid copper wire, bonding clamps, and caulking. The Division of Planning will supply additional harnesses and do final connections inside the cabinet. Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

**E. Install Base Mount Enclosure.** Locate the cabinet sufficiently beyond the roadside by determining the minimum clear zones in accordance with the "Roadside Design Guide". For this project, a base mount Model 170 Controller Cabinet, without anchor bolts, will be State-furnished. The contractor shall construct each cabinet foundation as shown on the plans per the attached Figures 9a and 9b, "Base Mounted 170 Cabinet Detail", (including furnishing and installing anchor bolts). Contractor shall install the cabinet on the concrete base such that the doors of the cabinet open away from traffic (hinges are away from traffic), and shall make all field wiring connections to the sensors, electrical and telephone services (as applicable). Fasten the cabinet to the foundation using anchor rods and caulk the gap between the cabinet and the base. Stub rigid conduit up into the cabinet from its base. Install an extra 1 ¼" conduit to be stubbed out in the bottom of the cabinet and run out 2 feet from the concrete base and plugged with duct seal or taped shut with electrical tape toward the roadway for future use. An 8' copper clad ground rod shall be driven into the soil and bonded to the rigid conduit via #4 solid copper wire and ran through the concrete and up into the cabinet. Two 1" rigid steel conduits shall be stubbed up into the cabinet, one for electrical service and one for telephone service (whether installed at this time or in the future). They shall be run a minimum of 2 feet up the electrical service pole and/or telephone source and terminated to 1" weatherheads. These conduits shall be run in the same ditch if possible. If electrical service is not provided as an item in the contract, the 1" rigid steel conduit shall be run out 2 feet from the concrete base and plugged with plumbers putty or taped shut with electrical tape. The location of the plugged end shall be marked with a wooden stake and labeled "1 in. conduit end". A 120-volt, 20-amp GFCI AC duplex receptacle shall be provided in the cabinet.

## Inductance Loop and Piezoelectric Axle Sensor Installation

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Leave at least 6 feet of slack sensor lead-in wire in the cabinet. Include the following major items as incidental to the cost of this bid item: concrete foundation, anchor rods and associated hardware, ground rod, #4 solid copper wire, bonding clamps, caulking, electrical material and connections (if applicable). The Division of Planning will supply the cabinet, additional harnesses and do final sensor connections inside the cabinet. Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or other sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

**F. Galvanized Steel Cabinet.** The contractor shall determine the amount of clearance required from the road to the cabinet for each specific station location. The "Roadside Design Guide", developed by the American Association of State Highway Officials (AASHTO), shall be used as a tool to determine roadside safety based on design and speed limit. The contractor and Planning shall discuss and resolve any conflicts in the Pre-Construction meeting that might arise from following the station descriptions of the Location Table.

Use terminal strips on the back plate with a minimum of eight terminals each and 7/16-inch spacing (center to center) to mount inside the cabinet in order to connect the lead-in wires to the cable assemblies. Use screw type terminal strips to accommodate wire with spade-tongue ends. Allow for at least 20 inches of slack lead-in wire in the cabinet before connecting them to the terminal strip. Wires connected to the terminal strips shall have insulated, solderless, spade tongue terminals of correct wire and stud size. Wires shall be labeled correctly. See Location Drawing and Wiring Table.

Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

**G. Wood Post.** Set the treated-wood post 3 feet below the ground and place the backfill material in the hole, compacting until flush with the existing earth. Mount the cabinet to the post using 1/4" x 2 1/2" galvanized lag bolts at the top and bottom of the cabinet. The base of the cabinet shall be 4 feet above ground level. Stub the rigid steel conduit up into the base of the cabinet. Affix the conduit to the post using two conduit straps, a maximum of 18" on-center, and 1/4" x 2 1/2" galvanized lag bolts. Cabinet door shall open facing away from traffic (see Figure 7).

**H. Conduit.** Rigid steel waterproofed conduit encasement shall be provided for all conductors where conductors run to a junction box or cabinet. All conduit installations shall conform to the provisions of the NEC, except where directed otherwise. Bonded slip joints will be permitted for joining rigid conduit to the junction box or cabinet. Where a standard coupling cannot be used, an approved threaded union coupling shall be used.

## Inductance Loop and Piezoelectric Axle Sensor Installation

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All conduit ends shall be reamed to remove burrs and sharp edges. Damaged portions of the galvanized surfaces and untreated threads resulting from field cuts shall be painted with a rust inhibitive paint. Conduit bends shall have a radius of no less than 12 times the nominal diameter of the conduit, unless otherwise shown on the plans.

Conduit that will be subject to regular pressure from traffic shall be laid to a minimum depth of 24 inches below grade. Conduit that will not be subject to regular pressure from traffic shall be laid to a minimum depth of 6 inches below grade. All conduit openings shall be waterproofed with a flexible, removable sealant, including those ending in junction boxes and cabinets. This shall be accomplished using duct seal, or plumber's putty, by working it around the wires and then extending it 1 inch into the end of the conduit. After the conduit has been installed and before the backfilling is started, the conduit installation shall be inspected and approved by the Engineer. In backfilling trenches, the backfill material shall be placed and compacted in lifts of 9 inches or less. Any area disturbed as a result of the contractor's operations shall be restored to the satisfaction of the Engineer.

**I. Wiring.** All wiring shall conform to the provisions of the NEC unless otherwise shown on the plans. Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing Figure 1 for sensor numbers to be placed on all lead-ins. All wiring shall be taken to a cabinet or junction box. Leave at least 2 feet of "slack" lead-in wire inside each Type B junction box and steel cabinet, a minimum of 4 feet of wire inside the Type G cabinet and a minimum of 6 feet of wire inside the base mounted Type 170 cabinet.

**J. Splicing.** Sensor lead-in cable lengths for each sensor shall allow sufficient but not excessive slack for splicing connections. All splices shall conform to the provisions of the NEC unless otherwise shown on the plans. Loop lead-in wire splices to shielded pair cables shall be twisted and soldered. Other splices shall be twisted and soldered or made with mechanical connectors of a type approved by the Engineer. Splices for loop wire shall be protected by either heat shrink tubing or a double spiral wrapping of vinyl electrical tape. For splicing home-run coax cable to the sensor's lead-in cable, the same coax cable, supplied by the manufacturer, shall be used. For coax-cable splices, the contractor shall provide kits (3M Scotchcast 3832 Buried Service Wire Encapsulation Kit or equal) to protect them. All splices are to be made in junction boxes unless approved by a representative of the Division of Planning.

**K. Loops.** A location table is furnished in the Supplemental Notes, along with an estimate of quantities, to display the approximate location for loop installation in the existing pavement. The contractor and a representative of Planning will verify the precise location on site. The contractor shall be careful to avoid expansion joints and pavement sections where potholes, cracks, or any other roadway flaws exist. This will not only facilitate installation of the equipment, but also will increase the accuracy and service life span of the sensors.

## Inductance Loop and Piezoelectric Axle Sensor Installation

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There shall be a minimum of 6 feet between loops in adjacent lanes for 12-foot wide lanes. Unless indicated otherwise, loops in the same lane shall be spaced 16 feet from leading edge to leading edge (see Figure 6). All loop dimensions shall be 6 feet by 6 feet square unless otherwise indicated by the Location Drawing. Center and mark each loop in the lane such that its sides are parallel and perpendicular to the direction of traffic. Make the saw-cut for the loop 3/8-inch wide and at a depth such that the top of the backer rod is a minimum of 1 inch below the surface of rigid (PCC/Concrete) pavement or 3 inches below the surface of asphalt pavement (see Figure 5). Drill a 1.5" hole at all four corners of the loop to prevent sharp bends in the wire (see Figure 4).

Make the saw-cut for the home run slot 3/8 inch wide. Since it may contain several lead-in wires, the depth should be such that the top of the backer rod is a minimum of 1 inch below the surface of rigid (concrete) pavement or 3 inches below the surface of bituminous (asphalt) pavement. Depending on the number of road sensors at a particular site, the home run slot will gradually need to be cut deeper as you approach the shoulder in order to maintain the minimum depth for the top lead-in wire and directly enter the buried conduit (10 inch depth).

Clean the mud, debris, water, and loose particles from the slot, roadway and surrounding areas. A high-pressure washer shall be used to wash the area followed by clean (oil free) compressed air.

Measure out the appropriate length of loop lead-in wire to allow slack in the final cabinet or junction box. Insert the loop wire into the loop slot for four rotations (see Figure 5). Push the wire in with a wooden stick, such as a paint stir stick or other blunt wooden object. If the wire insulation is broken, apply heat shrink tubing or a double wrapping of vinyl electrical tape to protect from corrosion. Extend the loop lead-in wire splice-free to the junction box or cabinet. Exceptions to this shall be considered on a case-by-case basis and must be approved by the Engineer. If splices cannot be avoided, every effort shall be made to locate them in a junction box. If loop lead-in cable (Cable No. 14/1 Pair) is specified, loop wires shall be twisted and run to the nearest type Junction Box and the wires twisted and soldered to the lead-in cable. The lead-in cable shall then be run splice free to the cabinet ensuring that extra cable is left in each subsequent junction box that it may be run through as well as the cabinet. All wires and cables shall be labeled in each junction box and cabinet.

Twist each pair of loop lead-in wires, exclusive of shielded coax-cable, with three to five turns per foot before placement into the conduit, junction box, and cabinet. Do not twist different pairs of loop wire together. Once the loop wire is installed in the roadway, apply enough loop encapsulant to just cover the loop wires in the saw slot. Once this is done, cover the encapsulated loop wire with backer rod throughout the entire loop and tail saw slots. Finish filling the saw cut with a mixture of non-shrinkable grout and water. Every attempt should be made to alleviate air pockets and low spaces should be refilled. Any excess grout shall be cleaned from the roadway via squeegee, etc. to help alleviate tracking. The loop encapsulant, backer rod and non-shrinkable grout shall be

## Inductance Loop and Piezoelectric Axle Sensor Installation

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incidental to the bid item "Loop Saw Slot and Fill".

Loops shall be cut just before the final surface course is laid in asphalt unless no pavement rehab or resurfacing is taking place. They shall be cut in the surface course for concrete whether there is pavement rehab/resurfacing or not. Final judgment is made by the Central Office, Division of Planning Equipment Branch.

All loop inductance readings shall be between 100 and 300 microhenries. The loop inductance between two loops in the same lane shall be within 20 microhenries of each other. Inductance loop conductors shall test free of shorts and unauthorized grounds. Upon completion of the project, all loops must pass an insulation resistance test of at least 100 million ohms to ground when tested with a 500 Volt direct current potential in a reasonably dry atmosphere between conductors and ground.

**L. Electrical Service.** A treated-wood service pole, per Section 820 of the Department's Current Edition Standard Specifications, with a 20-foot minimum length and a 6- to 12-inch diameter, or approved equal, is to be furnished by the Contractor. Install the electrical service pole adjacent to the cabinet at a depth of at least 4 feet while maintaining a 12-foot minimum clearance for the electrical service drop. Compact the backfill material to support the electrical service drop without leaning. Install an appropriate pole support guy wire and anchor if necessary. Install rigid conduit up the length of the pole with three separate insulated conductors (No. 4 copper wire) in the conduit and a weatherhead at the top.

Space the conduit straps 30 inches apart and leave 24 inches of cable for the drip loop. Install a meter-base and a disconnect panel with a 20-ampere circuit breaker inside. A 120-volt, 20-amp GFCI AC duplex receptacle shall be provided in the cabinet. A manufactured weatherproof hub connector is required to connect the meter-base to the disconnect panel. Do not use service entrance cable inside the conduit. The conduit from the disconnect panel is required to be at a depth of 6 inches below grade. Install a 5/8-inch by 8-foot ground rod below the finished grade. Extend the ground wire through a separate hole in the disconnect panel and clamp to the ground rod. Install a 1" rigid conduit to 2 feet above ground level and install a weatherhead at the top opening. This conduit shall be run to and stubbed up into the Cabinet. The conduit shall be attached to the pole at a minimum of 2" from ground level and 2" from the weatherhead.

**M. Piezoelectric Sensor, Roadtrax BL Class I or Approved Equal.** Determine where on the roadway the piezoelectric sensor will be installed. Roadway ruts shall not be in excess of 1/2 inch under a 4-foot straight edge. Install the piezoelectric sensor perpendicular to traffic. Locate the sensor in the lane as shown on the site detail sheet. Eleven-foot length sensors should be centered in the lane. The following is a typical step by step procedure for the installation of a piezoelectric sensor. Refer specifically to the manufacturer's current instructions provided with the sensor prior to installation. Piezoelectric sensors are always installed at the final surface of the pavement.

## Inductance Loop and Piezoelectric Axle Sensor Installation

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1. Carefully mark the slot to be cut, perpendicular to the flow of traffic. Ensure that the sensors are properly positioned in the lane.
2. It is strongly recommended that a  $\frac{3}{4}$ " wide diamond blade be used for cutting the slot, or that blades be ganged together to get a single  $\frac{3}{4}$  inch wide cut. The slot shall be wet cut to minimize damage to the road.
3. Cut a slot  $\frac{3}{4}$  inch wide ( $\pm 1/16$ ") by 1" minimum deep. The slot should be 8" longer than the sensor (including the lead attachment). Drop the saw blade an extra  $\frac{1}{2}$ " down on both ends of the sensor. The lead out should be centered on the slot.
4. Cut the home-run slot for the coax-cable  $\frac{1}{4}$ -inch wide and at a depth so that the cable is a minimum of 1 inch below the road surface in rigid pavement (concrete) or 3 inches below the road surface in bituminous (asphalt) pavement.
5. Sweep and wash out all debris left in the slot and ensure it is clean and dry.
6. Use high pressure water, or water and oil-free compressed air to clean ALL foreign and loose matter out of the slot and within 1 foot on all sides of the slot.
7. Totally remove excess water and debris from roadway and shoulder area. Debris should be disposed of properly.
8. Carefully dry the slot, and within 1 foot on all sides of the slot, using oil-free forced air, torpedo heaters, electric heaters, or natural evaporation, depending on weather conditions. Be very careful not to burn the asphalt if heat is used.
9. Place a strip of duct tape on the pavement along the length of both sides of the sensor slot. Place the 2-4" wide duct tape  $\frac{1}{8}$ " away from the slot.
10. Remove BL sensor from the box. Visually inspect each sensor to ensure it is straight without any twists or curls. Check lead attachment and passive cable for cuts, gaps, cracks and/or bare wire. Verify the correct sensor (type and length) is being installed by checking the data sheet. Verify there is sufficient cable to reach the cabinet.
11. Test the sensor for Capacitance, Dissipation Factor and Resistance, according to the directions enclosed with the sensor. Capacitance and dissipation should be within  $\pm 20\%$  of the enclosed data sheet. Resistance (using the 20M setting) should be infinite. Record the sensor serial number and the test results. This information should be stored in the counter cabinet and/or returned to KYTC Planning personnel.
12. Lay the sensor on the tape next to the slot. Ensure that the sensor is straight and flat. Ensure that you are wearing clean protective latex (or equivalent) gloves at all times when handling sensors.
13. Clean sensor with steel wool or emery pad. Wipe down with alcohol and clean lint-free cloth.
14. Place the installation bracket clips on the sensor, about every 6" for the length of the sensor.
15. Bend the end of the sensor downward at a  $30^\circ$  angle. Bend the lead attachment end down at a  $15^\circ$  angle and then  $15^\circ$  back up until level (forming a lazy Z)
16. Place the sensor in the slot, with the brass element  $\frac{3}{8}$ " below the road surface along the entire length. The end of the sensor should be at least 2" from the end of the slot and the tip should not touch the bottom of the slot. The top of the plastic installation bracket clips should be  $\frac{1}{8}$ " below the surface of the road. The lead attachment should also not touch the bottom or sides of the slot. Ensure the ends of the sensors are pushed down sufficiently per the manufacturer's instructions.

## Inductance Loop and Piezoelectric Axle Sensor Installation

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17. Visually inspect the length of the sensor to ensure it is at uniform depth along its length and it is level (not twisted, canted or bent).
18. Block off the ends of the slot using plumbers putty. Ensure that there are adequate "dams" at both ends so that the encapsulation material does not flow out. On the passive cable end, the dam should be about 3-5" past the end of the lead attachment area.
19. The encapsulation material should be placed full depth, overfilled, and allowed to cure 10 minutes before shaving level with the surface. Ensure it fills around and underneath the sensor completely and there is not a trough on top.
20. Remove the tape on the sides of the sensor as soon as the adhesive starts to cure.
21. Carefully remove all the plumbers putty from ends of the sensor.
22. Route the lead in cable through the slot cut for it, and cover with approved loop sealant.
23. After the encapsulant has hardened, grind the top of the installation using an angle grinder. The profile should be flush with the road surface or with a slight, 1/16" mound. There shall be no concave portion to the mound.
24. Clean up the site. Sealant curing time varies with temperature and humidity. Contractor shall ensure that the complete curing of the encapsulation material has taken place prior to subjecting the sensors to traffic.

After the installation is complete, the minimum output voltages of each piezoelectric sensor shall meet the following: 1.5 Volts (peak) for a 10,000 pound axle and 200 millivolts (peak) for a car axle. The piezoelectric sensor lead-in cable is part of the sensor and can be ordered in different lengths (100' standard). Piezoelectric sensor lead-in cable shall not be spliced.

**N. Cleanup and Restoration.** The contractor will be responsible for all damage to public and/or private property resulting from his work. Upon completion of the work, restore all disturbed highway features in like kind design and materials. This includes any filling of ruts and leveling ground appropriately. Clean the site and dispose of all waste and debris off the right-of-way at sites obtained by the contractor at no additional cost to the Department. Sow all disturbed earthen areas with Seed Mixture No. I per Section 212.03.03 Permanent Seeding and Protection of the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Current Edition. Seeding, silt fence and other erosion control items will be considered incidental to other bid items.

**O. On-Site Inspection.** Each contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize themselves with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.

**P. Property Damage.** The contractor will be responsible for all damage to public and/or private property resulting from his work.

## Inductance Loop and Piezoelectric Axle Sensor Installation

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**Q. Caution.** Information shown on the plans and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown.

**R. Utility Clearance.** It is not anticipated that 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.

**S. Site Inspections.** All sensors are to be tested by a member of the Central Office Division of Planning equipment staff after the installation is complete to verify that the station is operating properly. Tests shall demonstrate that the system operates in accordance with the plans and specifications. Inductance loop conductors shall test free of shorts and unauthorized grounds and shall have an insulating resistance of at least 100 megaohms when tested with a 500 volt direct current potential in a reasonably dry atmosphere between conductors and ground. If the sensors do not meet the specifications and/or KYTC's traffic recording equipment does not perform properly because of an improperly functioning sensor, the contractor shall be responsible for the replacement of the faulty sensor(s), as soon as practicable at their total cost.

Inductance Loop and Piezoelectric Axle Sensor Installation  
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**IV. BID NOTES AND METHOD OF MEASUREMENT FOR PAYMENT**

Only the bid items listed will be measured for payment. All other items required to complete the vehicle detection installation shall be incidental to the other items of work. Payment at the contract unit price shall be full compensation for all materials, labor, equipment and incidentals to furnish and install these items.

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

**B. Junction Box Type 6" x 6" x 4" (or Type 10" x 8" x 4" if noted).** Each type junction box shall include furnishing and installing specified junction box in accordance with the specifications. This item includes connectors, splice sleeves, conduit fittings, mounting materials and any other items required to complete this part of the installation. Incidental to this item is furnishing and installing any specified post (wood, channel, metal, etc.) as required for the installation.

**C. Junction Box Type A (B or C).** Each type junction box shall include furnishing and installing specified junction box in accordance with the specifications. This item includes concrete (if required), #57 aggregate, conduit fittings and backfilling around the unit.

**D. Cabinet Type G (NEMA-3R).** Cabinet (each) shall include furnishing and installing a Type G cabinet as specified. This item shall include constructing the concrete base or mounting cabinet to pole, installation of duplex receptacle and connection of all detectors (where applicable). Incidental to this item shall be furnishing, installing electrical service conductors, conduits, fused cutout, ground rods, all internal shelving, brackets, any necessary pole mounting hardware and electrical inspection fees.

**E. Install Base Mount Enclosure.** Install base mount enclosure (each) shall include installing a State-furnished cabinet or enclosure as specified. This item shall include all materials and labor for constructing the concrete base (or, if specified, mounting cabinet to pole), installation of the cabinet, duplex receptacle and connection of all detectors (where applicable). Incidental to this item shall be furnishing, installing electrical service conductors, conduits, fused cutout, ground rods, telephone service conduits from the cabinet to the telephone company disconnect box, all internal shelving, brackets, anchor bolts, any necessary pole mounting hardware and electrical inspection fees if applicable.

**F. Galvanized Steel Cabinet.** Cabinet (each) shall include furnishing and installing a galvanized steel cabinet and post(s) as specified on the drawing. This item shall include mounting the cabinet to post and the connection of all detectors. Incidental to this item shall be furnishing and installing conductors, conduit, ground rods, any necessary pole mounting hardware and any electrical inspection fees.

**G. Wood Post.** Wood post (each) shall include furnishing and installing a wood post as specified. This item includes excavation, concrete (if required), and backfilling around the unit.

## Inductance Loop and Piezoelectric Axle Sensor Installation

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**H. Conduit.** Conduit shall include furnishing and installing specified conduit in accordance with specifications. This item includes conduit fittings, bodies, boxes, expansion joints, couplings, duct seal, bonding straps and any other necessary hardware. Conduit will be measured in linear feet.

**I. Wire (or Cable).** Wire or cable shall include furnishing and installing specified wire or cable within conduit, saw slot, or overhead as indicated on the detail sheets. This can include, but is not limited to: loop wire, Cable No. 14/1 Pair, etc. Incidental to this item shall be the labeling of all wires and cables in each junction box, cabinet and splice box; furnishing and installing of splice boots, cable rings or other hardware required for installing cable. Loop wire and cable will be measured in linear feet.

**J. Loop Saw Slot and Fill.** Loop saw slot and fill shall include sawing, cleaning and filling saw slots for induction loops, lead-in wires, etc. with loop sealant or specified approved material. Sawing and filling slot for wire will be measured in linear feet.

**K. Trenching and Backfilling.** Trenching and backfilling shall include excavation, backfilling, temporary erosion control, seeding, protection and restoration of disturbed areas to original condition. This item includes concrete, asphalt or approved replacement material for sidewalks, curbs, roadways, etc. (if required). Trenching and backfilling will be measured in linear feet.

**L. Electrical Service.** Electrical services shall include all related work, labor, materials (e.g. meter, straps, conduit, fittings, wire, etc.) and fees towards furnishing and installing an electrical service, which has passed all required inspections. This will be measured in individual units each.

**M. Telephone Service.** Telephone services shall include all related work, labor, materials (e.g. meter, straps, conduit, fittings, wire, etc.) and fees towards furnishing and installing a telephone service, which has passed all required inspections. This will be measured in individual units each.

**N. Piezoelectric Sensor or Approved Equal.** Piezoelectric sensor (each) shall include furnishing and installing a Class I Piezoelectric Sensor in accordance with the specifications. Lead-in wire, splice kits, encapsulation material, grout, testing, and accessories shall be incidental to this bid item.

## REFERENCES

1. Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction, Current Edition, and Supplemental Specifications.
2. National Electrical Code (NEC), latest edition.
3. International Municipal Signal Association (IMSA) Specification No. 51-7- latest edition.
4. FHWA Manual of Uniform Traffic Control Devices, latest edition.
5. "Roadside Design Guide", developed in 1996 by the American Association of State Highway and Transportation Officials (AASHTO).
6. Kentucky Department of Highways Standard Drawings, current editions, as applicable:

TTC-115	Lane Closure Case I
TTC-135	Shoulder Closure
TTD-110	Post Splicing Detail

**Updated: March 31, 2010**

**R.J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES  
FORCE ACCOUNT ESTIMATE**

**SUBJECT:** County: Clark  
FD52 025 7994601D  
Lexington - Catlettsburg Rd. (I-64)  
Item # 7-33.00

Scope: Widening of Lexington - Catlettsburg Rd (I64) under existing railroad bridge

PRELIMINARY Contracted Services	\$ 3,121.00
CONSTRUCTION ENGINEERING Contracted Services	\$ 11,911.00
ADMINISTRATIVE COST R.J. Corman Administrative	\$ 300.00

**TOTAL ESTIMATE \$ 15,332.00**

Flagging costs should be determined according to how many hours you, your contractor, or equipment are likely to be within twenty (25) feet of the track or other track clearance specified by RJC or working over tracks.

FLAGGING COSTS:

\$50.00 per hour for an 8 hour day  
1 1/2 times the rate for over 8 hours  
2 times the rate for over 12 hours

Prepared by: Debbie Hawley  
R.J. Corman Railroad Company/Central Kentucky Lines  
P.O. Box 788  
Nicholasville, KY 40340

Consulting Engineer: STV/Ralph Whitehead Associates  
Attn: George Zimmerman  
3505 Koger Boulevard, Suite 205  
Duluth, GA 30096  
Phone 770-452-0797  
Fax 770-936-9171

Railroad Contact: Harold Waterhouse  
Railroad Superintendent  
859-881-2502  
859-361-4833 - Cell

Charges for review start 11/25/2009  
Prepared 3/4/2010

**EXHIBIT "A"**

**R.J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES  
CONTACT INFORMATION**

Railroad Superintendent:  
(Flagging and other Railroad  
Operations)

Harold Waterhouse  
R.J. Corman Railroad/Central Kentucky Lines  
133 Buchanan Street  
Lexington, KY 40508-2001  
Phone 859-881-2502  
Cell 859-361-4833  
Fax 304-465-8518

**IN CASE OF EMERGENCY CONTACT: RAILROAD DISPATCH 859-881-2504**

Five copies of plans and drawings should be sent to STV/Ralph Whitehead & Assoc.  
One copy to Deborah J. Hawley

Consulting Engineer:  
(Engineering)

STV/Ralph Whitehead & Assoc.  
Attn: George Zimmerman  
3505 Koger Boulevard, Suite 205  
Duluth, GA 30096  
Phone 770-452-0797  
Fax 770-936-9171

Contracts & Real Estate Specialist  
(Contracts, Real Estate, Insurance)

Deborah J. Hawley  
R. J. Corman Railroad  
Contracts & Real Estate Specialist  
P.O. Box 788  
Nicholasville, KY 40340  
Phone 859-881-2499  
Fax 859-881-2699  
[djhawley@rjcorman.com](mailto:djhawley@rjcorman.com)

**EXHIBIT "B"**

EXHIBIT F  
**Insurance Requirements for Public Projects**

**Key Points and Procedures**

- Outside parties performing work on RJC property or that may impact railroad operations must have insurance that protects RJC.
- The types of insurance required are Commercial General Liability, Statutory Worker's Compensation and Employer's Liability, Commercial Automobile Liability, and Railroad Protective Liability.
- RJC must be provided copies and notices of required insurance coverage. This section applies only to Public Projects

**Insurance Policies**

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

- A. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name RJC as an additional insured.
  - B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.
  - C. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.
  - D. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000. The insurance shall satisfy the following additional requirements:
    1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
    2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
    3. RJC must be the sole named insured on the Railroad Protective Insurance Policy.
- R.J. Corman Railroad Company  
Central Kentucky Lines  
Attn: Deborah Hawley  
P.O. Box 788  
Nicholasville, Ky 40340
4. Name and address of contractor and agency must be shown on the Declarations page.

**EXHIBIT "B"**

5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or contract identification numbers.  
Include DOT and/or OP number
  6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31—unless using form CG 00 35 version 96 and later.
  7. Authorized endorsements may include:
    - a. Broad Form Nuclear Exclusion - IL 00 21
    - b. 30-day Advance Notice of Non-renewal or cancellation
    - c. Required State Cancellation Endorsement
    - d. Quick Reference or Index - CL/IL 240
  8. Authorized endorsements may not include:
    - a. A Pollution Exclusion Endorsement except CG 28 31
    - b. A Punitive or Exemplary Damages Exclusion
    - c. A "Common Policy Conditions" Endorsement
    - d. Any endorsement that is not named in Section D, 6 or 7 above
    - e. Policies that contain any type of deductible
- E. Such additional or different insurance as RJC may require.

**Additional Terms**

- A. Contractor must submit its original insurance policies and all notices and correspondence regarding the insurance policies to:

R.J. Corman Railroad Company  
Central Kentucky Lines  
Attn: Deborah Hawley  
P.O. Box 788  
Nicholasville, KY 40340  
Phone 859-881-2499  
Fax 859-881-2699

- B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.

**EXHIBIT "B"**

EXHIBIT C  
RJC SPECIAL PROVISIONS

1. AUTHORITY OF RAILROAD REPRESENTATIVE AND AGENCY ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Superintendent, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Agency, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad corridors until it has complied with the following conditions

1. Given the Railroad written notice, with copy to the following Railroad Superintendent, who has been designated to be in charge of the work, at least ten days in advance of the date it proposes to begin work on Railroad rights of way.

Harold Waterhouse  
R. J. Corman Railroad Company/  
Central Kentucky Lines  
P. O. Box 788  
Nicholasville, Kentucky 40340  
Telephone (859) 881-2502

2. In addition, the Contractor shall notify the Consultant Engineer, George Zimmerman, of STV/Ralph Whitehead Associates, at (770) 452-0797, fax (770) 936-9171, at least 72 hours before proceeding with the work on Railroad property. The Contractor also agrees to abide by the instructions of all Railroad representatives, concerning matters related to Railroad safety.
3. Obtain written authorization from the Railroad to begin work on the Railroad corridor, including an outline of specific conditions with which it must comply.
4. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
5. Furnish a schedule for all work within the corridor as required by paragraph 7, B, 1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the corridor of the Railroad Company. Whenever work is liable to affect the operations or safety of trains; the method of doing such work shall first be submitted to the Railroad Superintendent for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall, be deferred by the contractor until the flagging protection required by the Railroad is available at the job site.

- B. Whenever work within the Railroad corridor is of such a nature that impediment to Railroad operations (such as use of runaround tracks or necessity for reduced speed) is unavoidable, the contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Superintendent, or in its absence, the Railroad Representative or the Consultant Engineer, such provisions are insufficient, the Railroad Superintendent may require or provide such additional provisions, as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Agency.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within the Railroad corridor, or before placing any obstruction over any track, the Contractor shall:
  - 1. Notify the Railroad's representative at least 72 hours in advance of the work.
  - 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
  - 3. Receive permission from the Railroad's representative to proceed with the work.
  - 4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

Construction work on Railroad property, whether owned or leased, shall be:

- 1. Subject to the inspection and approval of the Railroad.
- 2. In accord with the Railroad's written outline of specific conditions, general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
- 3. In accord with these special Provisions.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make an existing section meet this specification if the existing section is substandard, in which case existing section will be maintained.

C. Excavation of Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or

other material. The procedure for doing such work, including need of and plans for shoring shall first be approved by the Consulting Engineer and the Railroad Superintendent, but such approval shall not relieve the Contractor from liability.

D. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Superintendent and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
  - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
  - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
  - (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.
2. The Railroad representative will:
  - (a) Determine the location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
  - (b) Have the authority to order discontinuance of blasting if, in the Railroad Representative's opinion, blasting is too hazardous or is not in accord with these special provisions.

E. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad corridors and repair any other damage to the property of the Railroad or its tenants.
2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

F. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the railroad corridor without first having obtained permission from the Railroad Superintendent, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Superintendent may move or require the Contractor to move, at the Contractor's expense, such

material and equipment. All grading or construction machinery that is left parked near any track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

G. Cleanup:

Upon completion of the work, the Contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, from the railroad corridor and leave it in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to Contractor's work, employees, equipment and materials caused by Railroad traffic.
- B. Any costs incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. When Required:

The Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's corridor, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flaggers may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagger or flaggers may be required until the project has been completed.

B. Scheduling and Notification:

- 1. Not later than the time that approval is initially requested to begin work on the Railroad corridor, Contractor shall furnish to the Railroad a schedule for all work required to complete the portion of the project within the Railroad corridor and arrange for a job site meeting between the Contractor, the Agency, and the Railroad's authorized representative. Flagger or Flaggers may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- 2. The Contractor will be required to give the Railroad Superintendent at least 10 working days of advance written notice of intent to begin work within the Railroad corridor. If flagging service is required, such notice shall be submitted at least 30 business days in advance of the date scheduled to commence the Work. Once begun, if such work is suspended at any time, or for any reason, the Contractor will be required to give the Railroad Superintendent at least 3 working days of advance notice before resuming work on the Railroad corridor. Such notices shall include sufficient details of the proposed work to enable the Railroad Superintendent to determine if flagging will be required. If

such notice is in writing, the Contractor shall furnish the Highway Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Highway Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When, flagging begins the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to resume flagging services from the Railroad. It is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

3. If, after the flagger is assigned to the project site, emergencies arise which require the flaggers presence elsewhere, then the Contractor shall delay work on the Railroad corridor until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Railroad.

C. Payment:

1. The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.
2. The estimated cost of flagging is \$50 per hour based on Contractor's 8-hour work day which necessitates the flagger to work a 12 hour day (1 hour for travel to and from the project site and 2 hours to install and remove the warning boards if necessary). This cost includes the base pay for the flagger, overhead, and a per diem charge for travel expenses, meals and lodging. The charge to the Contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagger in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at  $\frac{1}{2}$  times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is  $2\frac{1}{2}$  times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. Verification:

1. The Contractor will review and sign the Railroad flagger's time sheet, attesting that the flagger was present during the time recorded. Flagger may be removed by Railroad if the time sheet is not signed. If flagger is removed, the Contractor will not be allowed to re-enter the Railroad corridor until the issue is resolved. Any complaints concerning flagger or flaggers must be resolved in a timely manner. If need for flagger or flagger is questioned, please contact Railroad Superintendent. All verbal complaints must be confirmed in writing by the Contractor within 5 working days. All written correspondence should be addressed to:

R. J. Corman Railroad Company  
Central Kentucky Lines

Attn: Deborah J. Hawley  
P. O. Box 788,  
Nicholasville, Kentucky 40340  
Fax: 859-881-2699

2. The Railroad flagger assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that such services are performed for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagger's timesheet showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a railroad corridor, unless the plans clearly show that the Agency has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by the Contractor's forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company. If Agency or Contractor desires access across Railroad property or tracks other than existing and open public road crossing in or incident to construction of the project, the Agency or Contractor must first obtain the permission of the Railroad. Should the Railroad grant such permission the railroad shall execute a license agreement or right of entry satisfactory to the railroad, wherein the Agency or Contractor agrees to bear all costs.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Agency and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Agency and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad, to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make, due allowance therefor.
- B. No charge or claims of the Contractor against either the Agency or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad Company, or other delay incident to or necessary for safe maintenance of rail traffic or for any delays due to compliance with these special provisions.

11. TRAIN CREW'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for a train crew's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways or drainage structures shall be removed before the close of each workday. If there is any

excavation near the walkway, a handrail, with 10'0" minimum clearance from centerline of track, shall be placed.

12. REQUIREMENTS FOR PERSONNEL ON RAILROAD CORRIDORS:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type footwear is prohibited. Hard-sole; lace-up footwear, zippered-boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerline of the track without specific authorization from the flagger.
- C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagger.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. REQUIREMENTS FOR EQUIPMENT ON RAILROAD RIGHT OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from the railroad official and flagger.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while a train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will, be allowed within 25' of the centerline of any track without specific authorization of the flagger.
- H. Trucks, tractors or any equipment will not touch the ballast without specific permission from a railroad official and the flagger.
- I. No equipment or load movement will be within 25' or above a standing train or railroad equipment without specific authorization of the flagger.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagger if the flagger views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from the railroad embankment with heavy equipment without specific permission from the Railroad Superintendent and flagger.

- M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Superintendent.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it can not be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

14. INSURANCE:

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

- A. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and property damage per occurrence, and such policies shall name RJC as an additional insured.
- B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.
- C. Commercial Automobile Liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.
- D. Railroad Protective Liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000. The insurance shall satisfy the following additional requirements:
  - 1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
  - 2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - 3. RJC must be the sole named insured on the Railroad Protective Insurance Policy.

R.J. Corman Railroad Company  
Central Kentucky Lines  
Deborah J. Hawley  
P.O. Box 788  
Nicholasville, Ky 40340
  - 4. Name and address of contractor and agency must be shown on the Declarations page.
  - 5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or contract identification numbers. Include DOT and/or OP number
  - 6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31— unless using form CG 00 35 version 96 and later.
  - 7. Authorized endorsements may include:
    - a. Broad Form Nuclear Exclusion - IL 00 21
    - b. 30-day Advance Notice of Non-renewal or cancellation
    - c. Required State Cancellation Endorsement
    - d. Quick Reference or Index - CL/IL 240

8. Authorized endorsements may not include:
- a. A Pollution Exclusion Endorsement except CG 28 31
  - b. A Punitive or Exemplary Damages Exclusion
  - c. A "Common Policy Conditions" Endorsement
  - d. Any endorsement that is not named in Section D, 6 or 7 above
  - e. Policies that contain any type of deductible

E. Such additional or different insurance as RJC may require.

**Additional Terms**

A. Contractor must submit its original insurance policies and all notices and correspondence regarding the insurance policies to:

R.J. Corman Railroad Company  
Central Kentucky Lines  
Attn: Deborah J. Hawley  
P.O. Box 788  
Nicholasville, KY 40340  
Phone 859-881-2499  
Fax 859-881-2699

- B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.
- C. Contractor's obligation to reimburse Railroad for property damage or personal injuries caused by or contributed to by Contractor is not limited to the insurance provided by Contractor. The insurance is only evidence of Contractor's ability to protect Railroad against loss or damage.

**15. FAILURE TO COMPLY:**

These Special Provisions are supplemental and amendatory to any and all other documents relating to the project, and where in conflict therewith, these Special Provisions shall govern. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- A. The Railroad Superintendent may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Superintendent and the Engineer.

**16. PAYMENT FOR COST OF COMPLIANCE:**

No separate payment will be made for any extra Cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - KY0211

<b>ESTIMATE SUBJECT TO REVISION AFTER:</b>	<b>08/31/2010</b>	<b>DOT NO.:</b> 353 470H
CITY: Winchester	COUNTY: Clark	STATE: KY
<b>DESCRIPTION:</b> Proposed Roadway Rehabilitation / Widening - I-64 under CSXT.		
<b>DIVISION:</b> Appalachian	<b>SUB-DIV:</b> CC	<b>MILE POST:</b> 0KC-95.52
<b>AGENCY PROJECT NUMBER:</b> FD52 025 7994601D, Item No. 7-33.00		

**PRELIMINARY ENGINEERING:**

200 Labor (Non Contract)		\$	810
200 Additive	31.34%	\$	254
230 Expenses		\$	141
212 Contracted & Administrative Engineering Services		\$	8,000
<b>Subtotal</b>		\$	<u>9,205</u>

**CONSTRUCTION ENGINEERING/INSPECTION:**

200 Labor (Non Contract)		\$	1,350
200 Additive	31.34%	\$	423
230 Expenses		\$	235
212 Contracted & Administrative Engineering Services		\$	10,000
<b>Subtotal</b>		\$	<u>12,008</u>

**FLAGGING SERVICE: (Contract Labor)**

070 Labor (Conductor-Flagman)		\$	-
050 Labor (Foreman/Inspector)		\$	-
070 Additive	95.76% (Transportation Department)	\$	-
050 Additive	124.69% (Engineering Department)	\$	-
230 Per Diem (Engineering Department)		\$	-
230 Expenses		\$	-
<b>Subtotal</b>		\$	<u>-</u>

**SIGNAL & COMMUNICATIONS WORK:** (Details Attached) \$ -

**TRACK WORK:** (Details Attached) \$ -

**ACCOUNTING & BILLING:**

040 Labor		\$	200
040 Additive	85.03%	\$	170
<b>Subtotal</b>		\$	<u>370</u>

**PROJECT SUBTOTAL**

900 <b><u>CONTINGENCIES:</u></b>	10.00%	\$	21,583
		\$	2,158

**GRAND TOTAL \*\*\*\*\*** \$ 23,741

**DIVISION OF COST:**

Agency	<u>100.00%</u>	\$	23,741
Railroad		\$	-
<b>TOTAL *****</b>		\$	<u>23,741</u>

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida

Estimated by: Wayne Bolen/URS  
DATE: 03/04/2010

REVISED:

Approved by: Ben Biesterveld  
DATE: 03/09/2010

CSXT Public Project Group

Form Revised 03-02-2010-LLS

**EXHIBIT "A"**

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - KY0211  
Pub EB - KY EB3 (KY)

**ESTIMATE SUBJECT TO REVISION AFTER:** 08/31/2010 **DOT NO.:** 353 470H  
**CITY:** Winchester **COUNTY:** Clark **STATE:** KY  
**DESCRIPTION:** Proposed Roadway Rehabilitation / Widening - I-64 under CSXT.  
**DIVISION:** Appalachian **SUB-DIV:** CC **MILEPOST:** 0KC-95.52  
**DRAWING NO.:** \_\_\_\_\_ **DRAWING DATE:** \_\_\_\_\_  
**AGENCY PROJECT NUMBER:** FD52 025 7994601D, Item No. 7-33.00

**PRELIMINARY ENGINEERING:**

200	Labor (Non Contract)		3 Days @	\$ 270.00	\$	810
200	Additive	31.34%			\$	254
230	Expenses				\$	141
212	Contracted & Administrative Engineering Services				\$	8,000
	<b>Subtotal</b>				\$	9,205

**CONSTRUCTION ENGINEERING/INSPECTION:**

200	Labor (Non Contract)		5 Days @	\$ 270.00	\$	1,350
200	Additive	31.34%			\$	423
230	Expenses				\$	235
212	Contracted & Administrative Engineering Services				\$	10,000
	<b>Subtotal</b>				\$	12,008

**FLAGGING SERVICE: (Contract Labor)**

70	Labor (Conductor-Flagman)		0 Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)		0 Days @	\$ 336.00	\$	-
70	Additive	95.76% (Transportation Department)			\$	-
50	Additive	124.69% (Engineering Department)			\$	-
230	Expenses	(Engineering Department)	0 Days @	\$ 75.00	\$	-
230	Expenses	(Transportation Department)	0 Days @	\$ 45.00	\$	-
	<b>Subtotal</b>				\$	-

**COMMUNICATIONS WORK:**

Temporary (Details Attached)	\$	-
Permanent (Details Attached)	\$	-
<b>Subtotal</b>	\$	-

**TRACK: LABOR**

50	Traffic Control	0 MAN-HRS	\$ 24.00	\$	-
50	Remove Existing Crossing	0 MAN-HRS	\$ 24.00	\$	-
50	Renew Cross Ties	0 MAN-HRS	\$ 24.00	\$	-
50	Renew Rail	0 MAN-HRS	\$ 24.00	\$	-
50	Install OTM	0 MAN-HRS	\$ 24.00	\$	-
50	Install Field Welds	0 MAN-HRS	\$ 24.00	\$	-
50	Install Geo-Textile Fabric	0 MAN-HRS	\$ 24.00	\$	-
50	Install Sub-Drains	0 MAN-HRS	\$ 24.00	\$	-
50	Install Ballast	0 MAN-HRS	\$ 24.00	\$	-
50	Line and Surface	0 MAN-HRS	\$ 24.00	\$	-
50	Install Crossing Materials	0 MAN-HRS	\$ 24.00	\$	-
50	Install Bituminous Pavement	0 MAN-HRS	\$ 24.00	\$	-
50	_____	0 MAN-HRS	\$ 24.00	\$	-
50	_____	0 MAN-HRS	\$ 24.00	\$	-
50	_____	0 MAN-HRS	\$ 24.00	\$	-

**CSX TRANSPORTATION, INC.**  
**FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - KY0211  
Pub EB - KY EB3 (KY)

50	Clean-Up		0	MAN-HRS	\$ 24.00	\$ -
50	Additive	124.69%				\$ -
230	Per Diem		0	MAN-DAY	\$ 90.00	\$ -
	<b>Subtotal</b>					\$ -
<b>TRACK: MATERIAL</b>						
220	Cross Ties, Main Line		0	EA	\$ 39.00	\$ -
220	Cross tie - pre-plated		0	EA	\$ 83.50	\$ -
220	Cross-tie - Borate		0	EA	\$ 56.00	\$ -
220	Crossties, 10' Length		0	EA	\$ 46.00	\$ -
220	Tie plates		0	EA	\$ 10.51	\$ -
220	Rail, 136RE, New		0	LF	\$ 21.00	\$ -
220	Misc. OTM		1	LOT	\$ -	\$ -
210	Geo-Textile Fabric		0	RL	\$ 930.00	\$ -
210	Sub-Drains		0	LF	\$ 6.00	\$ -
220	Ballast - Car load		0	NT	\$ 12.00	\$ -
220	Ballast - Trucked in		0	NT	\$ 45.00	\$ -
220	Field Welds		0	EA	\$ 100.00	\$ -
			0		\$ -	\$ -
			0		\$ -	\$ -
210	Concrete Full Width		0	TF	\$ 250.00	\$ -
210	Concrete/Rubber Xing (CSX)		0	TF	\$ 200.00	\$ -
210	Rubber Crossing, Full Depth		0	TF	\$ 325.00	\$ -
210	Timber/Asphalt Crossing (CSX Standard)		0	TF	\$ 42.00	\$ -
210	Bituminous Material		0	NT		\$ -
210	Sales Tax on Material	0.00%				\$ -
210	Material Handling	5.00%				\$ -
	<b>Subtotal</b>					\$ -
<b>CONTRACT:</b>						
215	Asphalt Paving (In Place)		0	NT		\$ -
241	Disposal of Waste Materials		0	TF	\$ 15.00	\$ -
215	Maintenance of Traffic		0	DAY	\$ 350.00	\$ -
	<b>Subtotal</b>					\$ -
241	<b>EQUIPMENT RENTAL:</b>					\$ -
	<b>Subtotal</b>					\$ -
50	<b>WORK TRAIN:</b>		0	DAY	\$ 2,100.00	\$ -
	<b>Subtotal</b>					\$ -
<b>SALVAGE:</b>						
228	Rail		0	NT	\$ 65.00	\$ -
228	OTM		0	NT	\$ 75.00	\$ -
	<b>Subtotal</b>					\$ -
<b>SIGNAL WORK:</b>						
210	Material - Field & Consumables					\$ -
210	Material - Sales Tax					\$ -
220	Material - Shop					\$ -
60	Construction Labor					\$ -
65	Shop Labor					\$ -
230	Per Diem					\$ -
200	RR Engineering, Preliminary					\$ -

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - KY0211  
Pub EB - KY EB3 (KY)

200	RR Engineering, Construction		\$	-
60	Additives to Construction Labor		\$	-
65	Additives to Shop Labor		\$	-
200	Additives to Engineering		\$	-
241	Equipment Expense		\$	-
241	Waste Management		\$	-
212	Contract Engineering		\$	-
211	Freight		\$	-
216	AC Power Service		\$	-
228	Salvage		\$	-
900	Other		\$	-
	<b>Subtotal</b>		\$	-

**ACCOUNTING & BILLING:**

40	Labor		1 Days @ \$ 200.00	\$	200
40	Additive	85.03%		\$	170
	<b>Subtotal</b>			\$	370

**PROJECT SUBTOTAL:**

900	<b><u>CONTINGENCIES:</u></b>	10.00%		\$	21,583
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**GRAND TOTAL \*\*\*\*\*** \$ 23,741

**DIVISION OF COST:**

Agency	<u>100.00%</u>	\$	23,741
Railroad	<u>0.00%</u>	\$	-
<b>TOTAL *****</b>		\$	<b>23,741</b>

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida

Estimated prepared by: Wayne Bolen/URS

Approved by: Ben Blesterveld

CSXT Public Project Group

DATE: 03/04/2010

REVISED:

DATE: 03/09/2010

Form Revised 03-02-2010-LLS

ACCT. CODE : 709 - KY0211  
Pub EB - KY EB3 (KY)

**ESTIMATE SUBJECT TO REVISION AFTER:** 08/31/2010 **DOT NO.:** 353 470H  
**CITY:** Winchester **COUNTY:** Clark **STATE:** KY  
**DESCRIPTION:** Proposed Roadway Rehabilitation / Widening - I-64 under CSXT.  
**DIVISION:** Appalachian **SUB-DIV:** CC **MILEPOST:** 0KC-95.52  
**DRAWING NO.:** \_\_\_ **DRAWING DATE:** \_\_\_  
**AGENCY PROJECT NUMBER:** FD52 025 7994601D, Item No. 7-33.00

Amount		
Task	Task Desc	Total
40	Labor General Office	\$370
50	Labor Roadway	
60	Labor Signal	
65	Labor Signal1	
70	Labor Transportation	
200	Labor NonContract	\$2,837
210	Invoice Material	
	Material - Field & Consu	
211	Invoice Freight	
212	Invoice Contract Eng	\$18,000
215	Invoice Misc	
216	Invoice Utilities	
220	Material New	
	Material - Shop	
228	Scrap Credit	
230	ExpenseRpts	\$376
241	Invoice Rental	
900	Other	
900	Contingencies	\$2,158
	Material New	
Grand Total		\$23,741

**SPECIAL NOTES FOR  
PROTECTION OF RAILROAD INTEREST - CSXT**

1. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:

1. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights of way.

Benjamin P. Biesterveld, Principal Engineer Public Projects  
CSX Engineering Department  
500 Water Street - J301  
Jacksonville, Florida 32202  
(P) 904-359-1158; (F) 904-366-4042

2. Notify the Railroad's Chief Regional Engineer's representative, **Joey Van Hoose, Roadmaster at Paris, KY, (859) 987-0169**, at least 72 hours (not including Saturday, Sunday or Holidays) before proceeding with the work on Railroad property and shall abide by the instructions of said Railroad representative, insofar as the safety of the Railroad is concerned.
3. Obtain written authorization from the Railroad to begin work on Railroad rights of way, such authorization to include an outline of specific conditions with which he must comply.
4. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
5. Furnish a schedule for all work within the Railroad rights of way as required by paragraph 7, B, 1.

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights of way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection required by the Railroad is available at the job site.
- B. Whenever work within Railroad rights of way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Engineer, such provisions are insufficient, either may require or provide such provisions, as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the State.

4. TRACK CLEARANCES

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad rights of way, or before placing any obstruction over any track, the Contractor shall:
  - 1. Notify the Railroad's representative at least 72 hours in advance of the work.
  - 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as necessary.

3. Receive permission from the Railroad's representative to proceed with the work.
4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES

A. General:

Construction work on Railroad property shall be:

1. Subject to the inspection and approval of the Railroad.
2. In accord with the Railroad's written outline of specific conditions.
3. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
4. In accord with these Special Notes.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.

C. Excavation of Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

D. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosive on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If

permission for use of explosives is granted, the Contractor will be required to comply with the following:

- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
- (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
- (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

- (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Notes.

E. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants.
2. All maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

F. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights of way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

G. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights of way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. When Required:

Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's

rights of way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three- (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required until the project has been completed.

B. Scheduling and Notification:

1. Not later than the time that approval is initially requested to begin work on Railroad rights of way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad rights of way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
2. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad rights of way. Once begun, when work is suspended at any time for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of notice before resuming work on Railroad rights of way. Such notice shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to again obtain flagging services from the Railroad. Due to labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

3. If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, and then the Contractor shall delay work on Railroad rights of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.

C. Payment:

1. The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.
2. The estimated cost of flagging is \$585 per day based on Contractor's 8-hour work day, \$735 per 10-hour day and \$885 per 12-hour day. This cost includes the base pay for the flagman, overhead, and includes an estimated \$50 per diem charge for travel expenses, meals and lodging. The charge to the Contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 ½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. Verification:

1. The Contractor and Department will review and sign the Railroad flagman's time sheet, attesting that the flagman was present during the time recorded. Flagman may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad rights of way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If

need for flagman or flagmen is questioned, please contact Railroad's Projects Engineer (904) 359-1158. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to:

Benjamin Biesterveld, Principal Engineer Public Projects  
CSX Engineering Department  
500 Water Street - J301  
Jacksonville, Florida 32202  
(P) 904-359-1158; (F) 904-366-4042

2. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the State has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor, is first obtained from the Railroad Engineer.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the State and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the State and/or the Railroad.

- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of Railroad traffic or for any delays due to compliance with these Special Notes.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHTS OF WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerline of the track without specific authorization from the flagman.
- C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.

- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHTS OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or other equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Engineer.

- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it can not be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:

- 1. Commercial General Liability and Property Damage Liability Insurance. Insurance shall include "XCU" coverage.

The Contractor shall furnish to the Department, for transmittal to the Railroad Company, certificate of insurance in triplicate as evidence that with respect to the operations he performs he carries regular Contractor's Public Liability Insurance and Contractor's Property Damage Liability Insurance both providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability )	\$3,000,000 Per Occurrence
Property Damage Liability )	\$3,000,000 Aggregate
Physical Damage to Property)	

- 2. Contractor's Protective Liability and Property Damage Liability Insurance.

The Contractor shall furnish the Department, for transmittal to the Railroad Company, certificate of insurance in triplicate as evidence that with respect to the operations performed for him by any subcontractor, he carries in his own behalf regular Contractor's Public Liability Insurance and regular Contractor's Protective Property Damage Liability Insurance both providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability )	\$3,000,000 Per Occurrence
Property Damage Liability )	\$3,000,000 Aggregate
Physical Damage to Property)	

3. Railroad Protective Liability Insurance.

The Contractor shall furnish to the Department, for transmittal to the Railroad Company, original and two (2) copies of Railroad Protective Insurance Policy with limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability )	\$5,000,000 Per Occurrence
Property Damage Liability )	\$10,000,000 Aggregate
Physical Damage to Property)	

The Standard for this protective insurance shall follow the requirements of Subchapter G, Part 646, Subpart A of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments.

Evidence of insurance as required above shall be furnished to the address shown below for review by the Department and transmittal to the Railroad:

Department:

Mr. Ryan Griffith, Director  
Div. of Construction Procurement  
KY Transportation Cabinet  
200 Mero Street, 3<sup>rd</sup> Floor West  
Frankfort, Kentucky 40622  
Phone (502) 564-3500  
Fax (502) 564-8961

Railroad:

Ms. Donna W. Melton  
Manager-Insurance  
CSX Corporation  
500 Water Street - C907  
Jacksonville, Florida 32202  
Phone (904) 359-1247  
Fax (904) 245-2833

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

(a) Named Insured:

**CSX Transportation, Inc.**

(b) Description and Designation:

**Clark County  
FD52 025 79946 01D  
I64 Widening  
Item No.: 7-33.00**

As Shown in the Advertisement

B. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor,

shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

- C. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights of way of the Railroad as evidenced by the formal acceptance by the Department. Insuring Companies may cancel insurance by permission of the Department and Railroad or on thirty (30) days written notice to the Department and Railroad as follows:

Department:

Mr. Ryan Griffith, Director  
Div. of Construction Procurement  
KY Transportation Cabinet  
200 Mero Street, 3<sup>rd</sup> Floor West  
Frankfort, Kentucky 40622  
Phone (502) 564-3500  
Fax (502) 564-8961

Railroad:

Ms. Donna W. Melton  
Manager-Insurance  
CSX Corporation  
500 Water Street - C907  
Jacksonville, Florida 32202  
Phone (904) 359-1247  
Fax (904) 245-2833

15. FAILURE TO COMPLY:

These Special Notes are supplemental and amendatory to the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction, Edition of 2004, and amendments thereof, and where in conflict therewith, these Special Notes shall govern.

In the event the Contractor violates or fails to comply with any of the requirements of these Special Notes:

- A. The Railroad Engineer may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these Special Notes. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

Office of the Principal Engineer Public Projects  
CSX Engineering Department  
500 Water Street - J301  
Jacksonville, Florida 32202

Date: March 10, 2010  
File: Clark County, Kentucky  
Milepost: OKC-95.52 (353 470H)  
AAR-DOT#

## FLAGMEN AND PROTECTIVE SERVICES SCHEDULE OF RATES AND RELATED COSTS

**LOCATION:** Winchester, Clark County, Kentucky      **DATE:** January 8, 2010

**PROJECT:** Proposed I-64 Rehabilitation/Widening under CSXT at MP 0KC-95.52, OP# KY0211, KYTC Item No. 7-33.00

**SERVICES:** Flagmen required by Railroad to protect its operations and property will be furnished by Railroad at the following rates and costs.

<b>CRAFTS &amp; RATES:</b>	<u>Craft</u>	<u>No.</u>	<u>Hourly Rate</u>
	<b>Foreman/Flagman</b>	<b>1</b>	<b>\$25.00 *</b>
	* Estimated Hourly Rate: ((contractor work day), plus 1½ hr. travel: to and from headquarters, & 1 hr. to install and remove warning boards = 10 ½ hrs total), additives, and travel expenses is approximately <b>\$585.00</b> per 8 hr day, <b>\$735</b> per 10 hr day and <b>\$885</b> per 12 hr day.		

**BASE RATE:** Reimbursement is required for full eight-hour day for any flagman furnished unless said flagman is assigned to other work during a portion of such day, in which event reimbursement will not be required for the portion of the day said flagman is engaged in other work.

**PUNITIVE RATE:** One and one-half (1½) times the hourly rate in excess of eight (8) hours on Monday through Friday and for any time on Saturday, Sunday and Holidays.

**ADDITIVES:** The composite percentage added to rates is **142.83 %** and includes Railroad Retirement and Unemployment Tax, Vacation, Holidays, Health and Welfare, Force Account Ins., Supervision, Small Tools & Safety Training, and other.

**EXPENSES:** Actual cost for travel, including meals, lodging and transportation will be charged. Reimbursement for use of private automobile is allowed at **50 cents** (or latest approved rate) per mile or Contractor may be required to provide transportation from **Paintsville, KY** to the site and return.

**NOTIFICATION:** CSX contact employee: **Joey Van Hoose - Roadmaster at Paris, KY, (859) 987-0169** must be notified at least **72 hours** (not including Saturday, Sunday and Holiday) in advance of the need of such service.  
Division: **Appalachian**  
Subdivision: **Cincinnati-Corbin (CC)**

**SHELTER:** Contractor shall provide Flagmen with a heated shelter and suitable sanitation facilities.

<b>TRAIN TRAFFIC:</b>	<b>6AM TO 6 PM</b>	<b>6PM TO 6 AM</b>	<b>Maximum Speed</b>
Freight	8	4	60 MPH
Passenger	X	X	

# Right-of-Way Certification Form

Revised 5/27/09

**Federal Funded**

**Original**

**State Funded**

**Re-Certification**

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Mega projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under conditions No. 2 & 3 outlined elsewhere in this form. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: 4-1-10

Project #: FD52 C025 7994601R

County: CLARK

Item #: 7-33.00

Federal #: IM-NH 64-5 65

Letting Date: \_\_\_\_\_

**Description of Project:** Lexington-Catlettsburg; Widen I-64 from KY-1958

## Projects that require NO new or additional right-of-way acquisitions and/or relocations

- The proposed transportation improvement will be built within the existing rights-of-way and there are no properties to be acquired, individuals and families ("relocatees") to be relocated, or improvements to be removed as a part of this project.

## Projects that require new or additional right-of-way acquisitions and/or relocations

- Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. (Check those that apply.)
  - 1. All necessary rights-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 these improvements and enter on all land. **Fair market value has been paid or deposited with the court.**
  - 2. Although all necessary rights-of-way have 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. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but an Interlocutory Judgment has been granted, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish these improvements. **Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to start of construction. (See note.)**

**Note:** The KYTC shall re-submit a right-of-way re-certification form for this project prior to the start of construction (**Notice to Proceed**), verifying that fair market value for all parcels has been paid or deposited with the court.

### Right-of-Way Certification Form



3. The acquisition or right of occupancy and use of a **few** remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with physical construction even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair marked value will not be paid or deposited with the court for some parcels at the start of construction. KYTC will fully meet all the requirements outlined in 23 CFR 309(c) (3) and 49 CFR 102(j) and will expedite completion of all acquisitions, relocations, and full payments after construction starts. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA consideration and approval. (See note.)

**Note: The KYTC may request authorization on this basis only in unique and unusual circumstances.** Proceeding to construction of projects on this basis shall be the exception and never become the rule. In all FHWA-approved cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees promptly 30 days after start of construction.

*Robert L. Greenwell for*

Approved: *Robert W. Manley*  
Name

Date 4/1/2010 District ROW Supervisor

Approved: *K. L. M. D. [Signature]*  
Name

Date 4/8/10 Director of ROW & Utilities  
or Designee

Approved: \_\_\_\_\_  
Name

Date \_\_\_\_\_ FHWA, Right-of-Way Officer

## Right-of-Way Certification Form

Date: 4-1-10

Project #: FD52 C025 7994601R

County: CLARK

Item #: 7-33.00

Federal #: M-NH 64-5 65

Letting Date: \_\_\_\_\_

This project has 1 Total number of parcels acquired, and 0 Total number of individual or families relocated, as well as 0 Total number of businesses relocated.

- 0 Parcels were acquired by a signed fee simple deed and fair market value has been paid (**Type 1**)
- 0 Parcels have been acquired through condemnation and IOJ granted by the court and fair market value has been deposited with the court (**Type 1 certification**)
- Parcels have not been acquired at this time but can be Re-certified as acquired prior to Notice to Proceed for construction. (explain below for each parcel) (**Type 2 certification**)
- 0 Parcels have been acquired or have a "right of Entry" but the fair market value has not been paid or has not been posted with the court, and they can not be re-certified prior to construction. (These parcels require an explanation below for each one as well as FHWA approval. (**Type 3 only**))
- 0 Relocatees have not been relocated from parcels. (explain below for each parcel)

Parcel #	Name	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation

There are \_\_\_\_\_ billboards and/or \_\_\_\_\_ cemeteries involved on this project.  
 There are \_\_\_\_\_ water or monitoring wells on parcels.

Revised 3-3-2010

**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL**  
**SPECIAL NOTES FOR UTILITY CLEARANCE**  
**IMPACT ON CONSTRUCTION**

**CLARK COUNTY**  
**LEXINGTON – ASHLAND ROAD**  
**WIDEN I-64 TO SIX LANES FROM KY-1958 (VAN METER ROAD)**  
**INTERCHANGE IN WINCHESTER, EASTERLY**  
**TO THE BERT T. COMBS MOUNTAIN PARKWAY**  
**FD52 025 79946 01U**  
**IM NH 064 5 (065)**  
**ITEM NO. 7-33.00/33.01**

The following companies/individuals may have utility facilities located on the subject project:

Kentucky Utilities Company  
820 West Broadway  
P.O. Box 32020  
Louisville, Kentucky 40232-2020  
Mr. Greg Geiser  
(502) 627-3708

Clark Energy  
2460 Ironworks Road  
Winchester, Kentucky 40391  
Mr. Todd Peyton  
(859) 744-4251

Windstream  
130 West New Circle Road  
Suite 170  
Lexington, Kentucky 40505-1408  
Mr. Gene Dunn  
(859) 357-6216

AT&T Kentucky  
1535 Twilight Trail  
Frankfort, Kentucky 40601  
Ms. Brenda Richards  
(502) 875-5983

Sprint  
111 Reynolds Avenue  
Cynthiana, Kentucky 41031  
Mr. Jerry Hoskins  
(502) 472-9073

Revised 3-3-2010

Winchester Municipal Utilities  
150 North Main Street  
Winchester, Kentucky 40392-4177  
Mr. Mike Flynn  
(859)744-5434

Kentucky-American Water Company  
2300 Richmond Road  
Lexington, Kentucky 40502  
Mr. Jason Hurt  
(859) 335-3415

Columbia Gas Transmission Corporation  
1675 Muddy Creek Pike  
Winchester, Kentucky 40391  
Mr. Larry Fletcher  
(859) 745-6408

Columbia Gas of Kentucky  
2001 Mercer Road  
Lexington, Kentucky 40512  
Mr. Bryan Slone  
(859)288-0215

Delta Natural Gas Company  
3617 Lexington Road  
Winchester, Kentucky 40391  
Mr. Alan Heath  
(859) 744-6171

Time-Warner Communications  
1617 Foxhaven Drive  
Richmond, Kentucky 40475  
Mr. Elbert Lamb  
(859) 624-9666

After an initial review, the companies with underground facilities believe that their facilities currently have sufficient depth to allow the roadway contractor to perform the required work without the necessity of relocation. Likewise, the companies with aerial facilities believe that their facilities have sufficient clearance to allow the roadway contractor to perform the required work, along the mainline. However, all companies are continuing to verify this information.

AT&T Kentucky will have one pole to relocate along the US-60 overpass, relocation of which will be required prior to the bridge replacement work. Relocation of this pole will also require the transfer of the facilities of two additional companies for completion. The companies have not yet provided a schedule for this replacement; however, they have indicated that the relocation and transfer should not take more than two weeks, and is expected to be complete on or about June 1, 2010.

Revised 3-3-2010

## **PROTECTION OF UTILITY FACILITIES**

The location of utilities provided in the contract documents has been furnished by the facility owners and/or by reviewing record drawings, and may not be accurate. It will be the roadway Contractor's responsibility to locate utility facilities prior to excavating by calling the various utility facility owners, and by examining any supplemental information supplied by the Cabinet. The Contractor shall determine the exact location and elevation of underground utility facilities, by hand-digging if necessary, to expose utilities prior to beginning excavation in the area of underground utility facilities. The cost for repair, and any other associated costs, for any damage to utility facilities caused by the roadway Contractor's operation will be borne by the roadway Contractor.

### **BEFORE YOU DIG**

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call System for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 One-Call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

### **RAILROAD FACILITIES**

There are two railroad facilities associated with this project. The project was designed to avoid the necessity of relocating the railroad crossings; however, the companies are currently determining what presence they will require during the roadway construction.

CSX  
500 Water Street  
J-301  
Jacksonville, Florida 32202  
Mr. Hal Gibson – Principal Engineer Public Projects  
(904) 245-1048

URS Corporation  
One Indiana Square, Suite 2100  
Indianapolis, Indiana 46204  
Mr. Larry Shaw  
(317) 532-5481

RJ Corman  
101 R. J. Corman Drive  
Nicholasville, Kentucky 40340-0788  
(859) 881-2499  
Ms. Debbie Hawley

# *N O T I C E*

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**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
(NATIONWIDE PERMIT & GENERAL WQC AUTHORIZATION)**

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**PROJECT:** Clark County, Item No. 7-33.00  
From KY 1958 to Mountain Parkway (Widen I-64)

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The Section 404 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 "Linear Transportation Crossings" & Division of Water General Water Quality Certification. In order for these authorizations to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit & WQC in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain **written** permission from the Division of Construction and the Corps of Engineers. A copy of any request to the Corps of Engineers to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.

## TERMS FOR NATIONWIDE PERMIT NO. 14

### Linear Transportation Projects

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

**Note:** Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).



**US Army Corps  
of Engineers®**  
Louisville District

# Nationwide Permit Conditions

The following General Conditions must be followed in order for any authorization by NWP to be valid:

1. **Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the US Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the US. (c) The permittee understands and agrees that, if future operations by the US require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work, or obstructions caused thereby, without expense to the US. No claim shall be made against the US on account of any such removal or alteration.
2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.
3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. **Migratory Bird Breeding Areas.** Activities in waters of the US that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is related to a shellfish harvesting activity authorized by NWP 4 and 48.
6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. **Adverse Effects from Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. **Management of Water Flows.** To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g. stream restoration or relocation activities).
10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the US during periods of low-flow or no-flow.
13. **Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations and revegetated, as appropriate.
14. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.
15. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, US Forest Service, US Fish and Wildlife Service).
16. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
17. **Endangered Species.** (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. Non-

federal permittees shall notify the District Engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or is located in the designated critical habitat and shall not begin work on the activity until notified by the District Engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that may affect Federally-listed species or designated critical habitat, the notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that the FWS, the District Engineer may add species-specific regional endangered species conditions to the NWP.

(b) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the USFWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS and NMFS or their World Wide Webpages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html#respective>.

18. **Historic Properties.** No activity which may affect historic properties listed or eligible for listing, in the National Register of Historic Places is authorized, until the District Engineer has complied with the provisions of 33 CFR part 325, Appendix C. The prospective permittee must notify the District Engineer if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin the activity until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). For activities that may affect historic properties listed in, or eligible for listing in, the National Register of Historic Places, the notification must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Prospective permittees should beware that section 110k of the NHPA (16 USC 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur.

19. **Designated Critical Resource Waters.** Critical resource waters including state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment. (a) Discharges of dredged or fill material into waters of the US are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. (b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. **Mitigation.** The activity must be constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the US to the maximum extent practicable at the project site (i.e. on site). Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

21. **Water Quality Certification.** The activity must comply with case specific conditions added by the Corps or by the state, Indian Tribe, or USEPA in its section 401 Water Quality Certification. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. **Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

23. **Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. **Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the US authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal water is constructed under NWP14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the US for the total project cannot exceed 13-acre.

25. **Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with NWP verification, the permittee may transfer the NWP verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the NWP verification must be attached to the letter, and the letter must contain the following statement: When the structures or work authorized by this NWP are still in existence at the time the property is transferred, the terms and conditions of this NWP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below:

\_\_\_\_\_  
Transferee  
  
\_\_\_\_\_  
Date

26. **Compliance Certification.** Every permittee who has received a Nationwide permit verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification form is included with this verification.

**27. Pre-Construction Notification.** (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) Forty-five calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement

describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) District Engineer's Decision: In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in

more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

**28. Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

Further information:

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other Federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.



**ENVIRONMENTAL AND PUBLIC PROTECTION CABINET**

**Ernie Fletcher**  
Governor

**Teresa J. Hill**  
Secretary

Capital Plaza Tower  
500 Mero Street, 5<sup>th</sup> Floor  
Frankfort, Kentucky 40601  
Phone: (502) 564-5525  
Fax: (502) 564-3354  
www.eppc.ky.gov

## **General Certification--Nationwide Permit # 14 Linear Transportation Projects**

This General Certification is effective March 19, 2007, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

Agricultural operations, as defined by KRS 224.71-100(1) conducting activities pursuant to KRS 224.71-100 (3), (4), (5), (6), or (10) are deemed to have certification if they are implementing an Agriculture Water Quality Plan pursuant to KRS 224.71-145.

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 5, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the following conditions are met:

1. This general certification shall not apply to nationwide permits issued for individual crossings that are part of a larger road segment project where the cumulative, unmitigated wetland impacts within a 14-HUC total one (1) acre or more.
2. The individual stream crossing will impact less than 300 linear feet of intermittent or perennial streams, unless excluded by condition # 3. Impacts to ephemeral streams are not limited under this general certification.
3. This general certification shall not apply to nationwide permits issued for individual crossings which meet condition # 2 but that are part of a larger road segment project where the cumulative, unmitigated intermittent and perennial stream impacts within a 14-HUC exceed 500 linear feet.
4. The activity will not occur within waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Waters, Cold Water Aquatic Habitat, or Exceptional Waters.

**General Certification--Nationwide Permit #14**  
**Linear Transportation Crossings**  
**Page Three**

- Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/928-2380.

Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

This general certification will expire on March 19, 2012, or sooner if the USACE makes significant changes to this nationwide permit.



**TRANSPORTATION CABINET**

Frankfort, Kentucky 40622  
www.transportation.ky.gov/

**Steven L. Beshear**  
Governor

**Michael W. Hancock, P.E.**  
Acting Secretary

November 2, 2009

Mr. Jose Sepulveda, Office Administrator  
Federal Highways Administration  
330 West Broadway  
Frankfort, KY 40601

Re: Widen I-64 to six lanes from KY 1958 to the Mountain Parkway  
Clark, County  
Item No. 7-33.00

Dear Mr. Sepulveda:

KYTC staff have reviewed the referenced project for potential to affect historic properties in conformance with Section 106 of the National Historic Preservation Act and 36 CFR 800. The project entails a major widening of I-64 to 6 lanes from KY-1958 to the Mountain Parkway. The Area of Potential Effect (APE) for the project was defined as the limits of new or additional disturbance, with regards to the potential of the project to impact archaeological or cultural historic resources (see attachments). Two cultural historic sites over fifty years of age were identified on the east and west sides of the US 60 overpass, a Bedford stone ranch house and an overgrown and abandoned frame house comprised of several construction periods. Neither site appears eligible for the National Register of Historic Places. All properties within the APE have been considered and it is concluded in accordance with 36 CFR 800.4(d)(1) that there are No Historic Properties Affected by this undertaking.

Please indicate your concurrence with this finding by signing and returning a copy of this letter to this office. Please also forward a copy to the SHPO for their records and to fulfill requirements that they be provided opportunity to comment on the determination. If you have any questions or require further information, please contact me at (502)564-7250.

Sincerely,

Concurrence by:

David M. Waldner, P.E. Director  
Division of Environmental Analysis

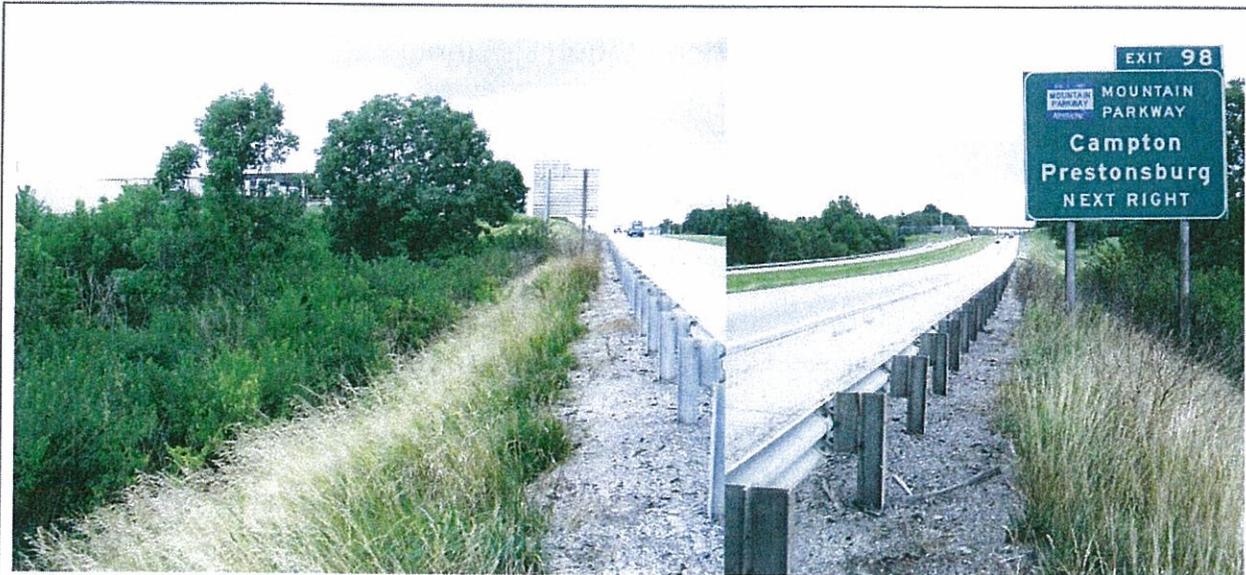
for Jose Sepulveda, Division Administrator  
Kentucky Division

cc: File  
P. Logsdon, T. Foreman, B. Barrick, D. Davis, A. Abner

Approval Recommended: *David Waldner* 11-4-09



	<p>Kentucky Transportation Cabinet</p> <p>NO EFFECT FINDING</p>			
<p><b>KYTC Item No:</b></p>	<p>7 - 33</p>	<p><b>Route:</b></p>	<p>I-64</p>	
<p><b>Quadrangle(s):</b></p>	<p>Austerlitz, KY SW/4 North Middletown 15'</p>	<p><b>County(ies):</b></p>	<p>Clark</p>	
<p><b>Project Description:</b> (Type of improvement, areas to be impacted, crossroad improvements, easements, etc.)</p>				
<p>Widen existing four lane I-64 to six lanes from KY 1958 (Van Meter Rd) to the Mountain Parkway with lane additions being added to the inside of the interstate. Interchange improvements at Exit 96 are also associated with this project. The US 60 bridge and approaches will be reconstructed where it crosses I-64.</p>				
<p><b>Listed Species:</b> (Attach copy of USFWS county list, KSNPC web site and KDFWR web site)</p>				
<p>Indiana Bat, Gray Bat and Running Buffalo Clover This assessment does not address Indiana Bat.</p>				
<p><b>Site Description:</b> (Habitats present, existing intrusions, landforms, waterways, vegetation, wetlands, land use, etc.)</p>				
<p>The setting is a mixture of rural and developed terrain in the inner-bluegrass region. The area is primarily developed as industrial, with some commercial and residential areas. The groundcover is dominated by fescue, which is regularly maintained by mowing. Rock slopes along the interstate were dominated by bush honeysuckle, a mixture of herbaceous vegetation and few trees. A short length of riparian area was adjacent to Hood's Creek culvert.</p>				



**Methodologies: (Methods of assessment, who, what, when, resources, etc.)**

The project area was assessed by Becky Barrick. Approximately 1.5 hours on July 1, 2009 and 1 hour July 22, 2009 were spent in the field. Photographs of the project area were taken.

Additionally, the project area was evaluated by KYTC Biologist, Lance Watt, for potential bat habitat. See attached correspondence from August 6, 2009.

Office research included on-line research to evaluate geology, terrain, soils and tree cover. Recent low-level aerial photography was also utilized to verify tree cover. Standard resource agency web-sites were consulted to determine potential and known federally listed species. Approximately 2 hours were spent in office review and evaluation.

**Results: (Compare habitat used by listed species with available habitat)**

**Running Buffalo Clover (RBC):** The project is in well-drained limestone/shale soils, however no historic homes or trees were present to provide habitat. In addition to development and past highway construction, bush honeysuckle, herbaceous vegetation and trees have heavily shaded some areas, while regular mowing and dense fescue growth has eliminated potential habitat. No clover was observed.

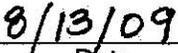
**Gray Bat:** There are karst features (sinkholes) within 1.5 miles of the project area, however none of these features are within the current or proposed ROW. Winter roost habitat will not be impacted. Forage habitat does not exist within the project limits.

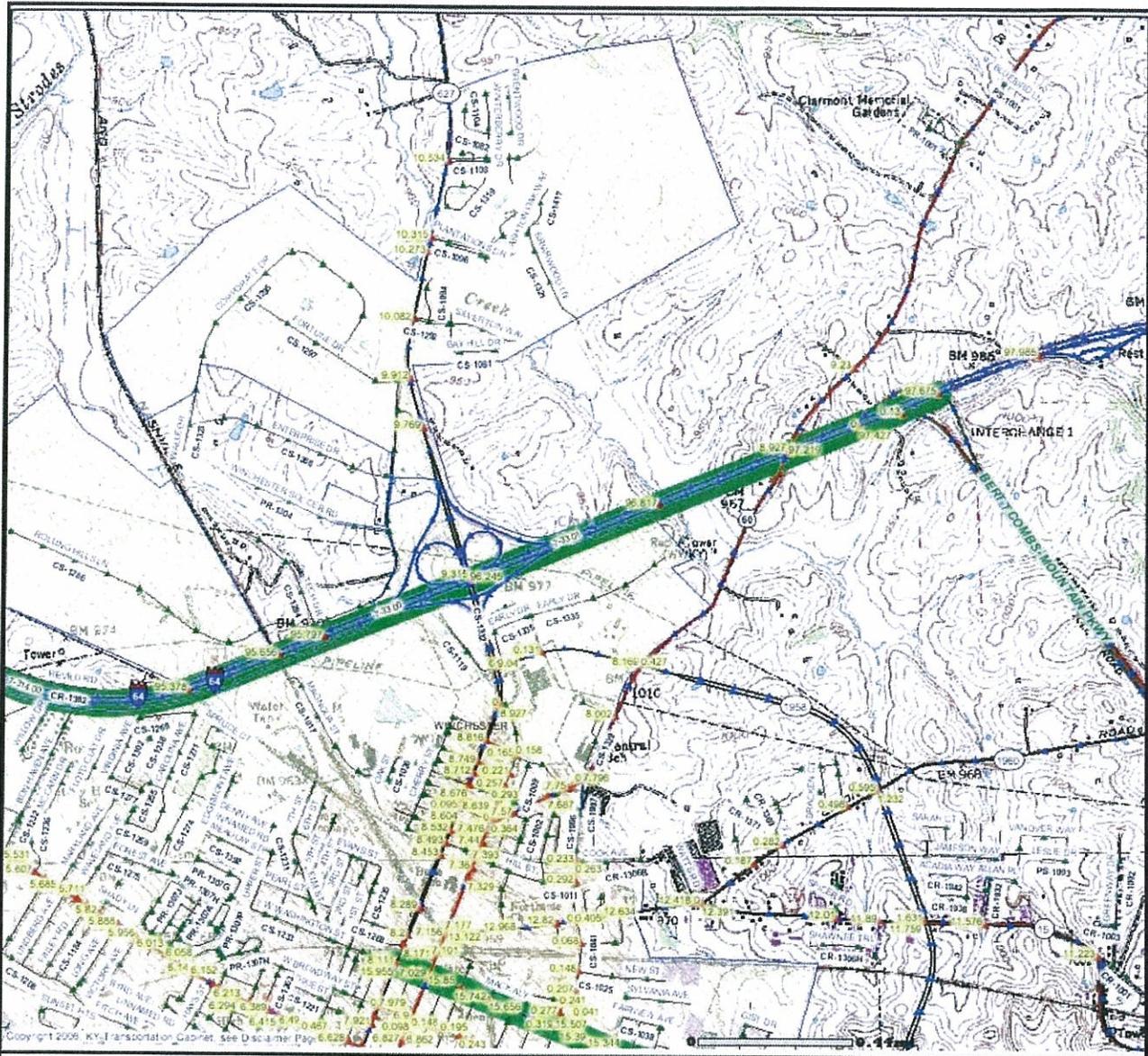
**Indiana Bat:** Potential summer roost trees exist within the proposed ROW. Potential habitat loss will be addressed through tree cutting restrictions.

**Recommendations:**

The project has been assessed in accordance with the provisions of Section 7 of the Endangered Species Act, and KYTC recommends a finding that the project will have No Effect on any listed species or their critical habitat.

  
\_\_\_\_\_  
KYTC Signature

  
\_\_\_\_\_  
Date



**KYTC**  
Division of  
Program Management

200 Mero Street, Suite E-6  
Frankfort, KY 40601  
Phone: (502) 564-7250



- Highlighted Feature
- DEA Stream Mitigation Pts
- Sea Level
- Creek
- Trail
- Route Log
- Local Road Milepoint
- Slate Road Milepoint
- Interstate
- Parkway
- US Highway
- Slate Road
- Local Road
- Road Improvement Projects
- Railroad
- MS4 Area
- Sensitive Water Area
- Water Intake Protection Zone (SWAPP 1)
- City Boundary
- County Boundaries

DISCLAIMER : KYTC DIV OF ENVIRONMENTAL ANALYSIS provides this map as a courtesy reference. User bears responsibility to verify all information. Any questions should be directed to the KYTC DIV OF ENVIRONMENTAL ANALYSIS, (502) 564-7250.


  
**U.S. Fish & Wildlife Service**  
*Kentucky Ecological Services Field Office*

**U.S. Fish & Wildlife Service**  
 330 West Broadway, Rm 265  
 Frankfort, KY 40601  
 Phone: 502-695-0468  
 Fax: 502-695-1024

Endangered, Threatened, & Candidate Species in <u>CLARK</u> County, KY		Species	Common name	Legal Status	Known Potential	Special Comments
Mammals	<i>Myotis grisescens</i>	gray bat	E	K		
	<i>Myotis sodalis</i>	Indiana bat	E	P		
Plants	<i>Lesquerella globosa</i>	globe bladderpod	C	K		
	<i>Trifolium stoloniferum</i>	running buffalo clover	E	K		

**NOTES:**

\* Key to notations: E = Endangered, T = Threatened, C = Candidate, CH = Critical Habitat

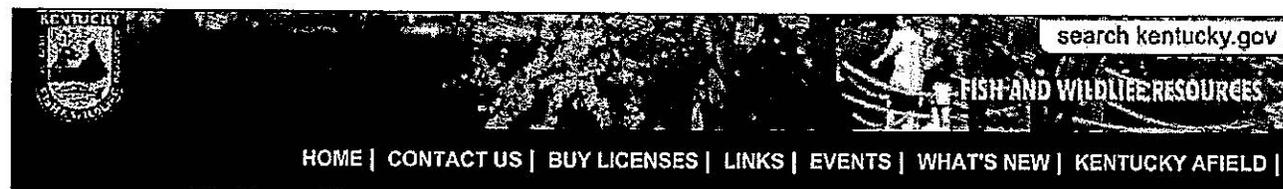
\*\*Key to notations: K = Known occurrence record within the county, P = Potential for the species to occur within the county based upon historic range, proximity to known occurrence records, biological, and physiographic characteristics.

County Report of Endangered, Threatened, and Special Concern Plants, Animals, and Natural Communities of Kentucky  
Kentucky State Nature Preserves Commission

County	Taxonomic Group	Scientific name	Common name	Statuses	Ranks	# of Occurrences					
						E	H	F	X	U	
Christian	Freshwater Mussels	<i>Pegias fabula</i>	Littleting Pearlymussel	E / LE	G1 / S1	0	0	0	0	1	0
Christian	Freshwater Mussels	<i>Ptychobranchius subtentum</i>	Fluted Kidneyshell	E / C	G2G3 / S1	0	0	0	0	1	0
Christian	Freshwater Mussels	<i>Toxolasma lividus</i>	Purple Liliiput	E /	G2 / S1	0	1	0	0	0	0
Christian	Freshwater Mussels	<i>Villosa ilenosa</i>	Little Spectaclecase	S /	G5 / S3S4	1	0	1	0	0	0
Christian	Freshwater Mussels	<i>Villosa vanuxemensis</i>	Mountain Creekshell	T /	G4 / S2	4	0	4	0	0	0
Christian	Crustaceans	<i>Cambarus friaufi</i>	Hairy Crayfish	S /	G3G4 / S3S4	1	0	0	0	0	0
Christian	Crustaceans	<i>Orconectes pellucidus</i>	Mammoth Cave Crayfish	S /	G3 / S3	0	1	0	0	0	0
Christian	Insects	<i>Calephelis mutica</i>	Swamp Metalmark	S /	G3G4 / S2	1	0	0	0	0	0
Christian	Insects	<i>Papaipema eryngii</i>	Rattlesnake-master Borer Moth	E /	G1G2 / S1	0	0	1	0	0	0
Christian	Insects	<i>Satyrium favonius ontario</i>	Northern Hairstreak	S /	G4T4 / S2	1	0	0	0	0	0
Christian	Fishes	<i>Etheostoma microlepidum</i>	Smallscale Darter	E /	G2G3 / S1	1	0	0	0	0	0
Christian	Fishes	<i>Etheostoma tecumsehi</i>	Shawnee Darter	None /	G1 / S4	7	0	0	0	0	0
Christian	Fishes	<i>Lepomis miniatus</i>	Redspotted Sunfish	T /	G5 / S2	2	0	0	0	0	0
Christian	Fishes	<i>Typlichthys subterraneus</i>	Southern Cavefish	S /	G4 / S2S3	0	1	0	0	0	0
Christian	Amphibians	<i>Cryptobranchius alleganiensis alleganiensis</i>	Eastern Hellbender	S /	G3G4T3T4 / S3	2	0	0	0	0	0
Christian	Amphibians	<i>Hyla avivoca</i>	Bird-voiced Treefrog	S /	G5 / S3	1	0	0	0	0	0
Christian	Amphibians	<i>Hyla gratiosa</i>	Barking Treefrog	S /	G5 / S3	10	0	0	0	0	0
Christian	Reptiles	<i>Nerodia erythrogaster neglecta</i>	Copperbelly Water Snake	S /	G5T2T3 / S3	1	0	0	0	0	0
Christian	Breeding Birds	<i>Ammodramus henslowii</i>	Henslow's Sparrow	S /	G4 / S3B	1	0	0	0	0	0
Christian	Breeding Birds	<i>Anas clypeata</i>	Northern Shoveler	E /	G5 / S1	1	0	0	0	0	0
Christian	Breeding Birds	<i>Anas discors</i>	Blue-winged Teal	T /	G5 / S1S2B	2	0	0	0	0	0
Christian	Breeding Birds	<i>Ardea herodias</i>	Great Blue Heron	S /	G5 / S3B,S4N	1	0	0	0	0	0
Christian	Breeding Birds	<i>Chondestes grammacus</i>	Lark Sparrow	T /	G5 / S2S3B	1	0	0	0	0	0
Christian	Breeding Birds	<i>Podilymbus podiceps</i>	Pied-billed Grebe	E /	G5 / S1B,S4N	1	0	0	0	0	0
Christian	Breeding Birds	<i>Thryomanes bewickii</i>	Bewick's Wren	S /	G5 / S3B	1	0	0	0	0	0
Christian	Breeding Birds	<i>Tyto alba</i>	Barn Owl	S /	G5 / S3	1	0	0	0	0	0
Christian	Mammals	<i>Myotis austroriparius</i>	Southeastern Myotis	E /	G3G4 / S1S2	2	1	0	0	0	0
Christian	Mammals	<i>Myotis grisescens</i>	Gray Myotis	T / LE	G3 / S2	1	1	0	0	0	0
Christian	Mammals	<i>Myotis sodalis</i>	Indiana Bat	E / LE	G2 / S1S2	2	0	0	0	0	0
<b>Christian County Total:</b>						<b>68</b>	<b>15</b>	<b>7</b>	<b>6</b>	<b>0</b>	<b>0</b>
Clark	Vascular Plants	<i>Juglans cinerea</i>	White Walnut	S /	G3G4 / S3	0	0	1	0	0	0
Clark	Vascular Plants	<i>Lesquerella globosa</i>	Globe Bladderpod	E / C	G2 / S1	0	0	0	1	0	0
Clark	Vascular Plants	<i>Liparis loeselii</i>	Loesel's Twayblade	T /	G5 / S2S3	0	0	1	0	0	0
Clark	Vascular Plants	<i>Malvastrum hispidum</i>	Hispid Falsemallow	T /	G3G5 / S2?	0	1	0	0	0	0
Clark	Vascular Plants	<i>Oenothera triflora</i>	Stemless Evening-primrose	T /	G4 / S1S2	0	1	0	0	0	0
Clark	Vascular Plants	<i>Poa saltuensis</i>	Drooping Bluegrass	E /	G5 / S1S2	0	1	0	0	0	0

County Report of Endangered, Threatened, and Special Concern Plants, Animals, and Natural Communities of Kentucky  
Kentucky State Nature Preserves Commission

County	Taxonomic Group	Scientific name	Common name	Statuses	Ranks	# of Occurrences				
						E	H	F	X	U
Clark	Vascular Plants	<i>Prenanthes crepidinea</i>	Nodding Rattlesnake-root	T/	G3G4 / S2	1	0	0	0	0
Clark	Vascular Plants	<i>Rubus whartoniae</i>	Wharton's Dewberry	T/	G2Q / S2	1	0	0	0	0
Clark	Vascular Plants	<i>Salix amygdaloides</i>	Peach-leaved Willow	H/	G5 / SH	0	1	0	0	0
Clark	Vascular Plants	<i>Schizachne purpurascens</i>	Purple Oat	T/	G5 / S2	1	0	0	0	0
Clark	Vascular Plants	<i>Spiranthes lucida</i>	Shining Ladies'-tresses	T/	G5 / S2S3	0	0	1	0	0
Clark	Vascular Plants	<i>Stellaria fontinalis</i>	Water Stitchwort	T/	G3 / S2	2	0	0	1	0
Clark	Vascular Plants	<i>Trifolium stoloniferum</i>	Running Buffalo Clover	T / LE	G3 / S2S3	8	0	0	0	0
Clark	Vascular Plants	<i>Viburnum molle</i>	Softleaf Arrowwood	T/	G5 / S3?	1	0	0	0	0
Clark	Vascular Plants	<i>Viburnum rafinesquianum</i> var. <i>rafinsequianum</i>	Downy Arrowwood	T/	G5T4T5 / S2?	1	0	0	0	0
Clark	Freshwater Mussels	<i>Villosa ilenosa</i>	Little Spectaclecase	S/	G5 / S3S4	0	0	1	1	0
Clark	Crustaceans	<i>Cambarus veteranus</i>	Big Sandy Crayfish	S/	G3G4 / S1	0	1	0	0	0
Clark	Breeding Birds	<i>Chondestes grammacus</i>	Lark Sparrow	T/	G5 / S2S3B	0	1	0	0	0
Clark	Breeding Birds	<i>Nycticorax nycticorax</i>	Black-crowned Night-heron	T/	G5 / S1S2B	1	0	0	1	0
Clark	Mammals	<i>Mustela nivalis</i>	Least Weasel	S/	G5 / S2S3	1	0	0	0	0
Clark	Mammals	<i>Myotis grisescens</i>	Gray Myotis	T / LE	G3 / S2	1	0	0	0	0
Clark	Mammals	<i>Nycticeius humeralis</i>	Evening Bat	S/	G5 / S3	1	0	0	0	0
Clark	Communities	Acidic mesophytic forest		N/	GNR / S5	1	0	0	0	0
Clark	Communities	Limestone slope glade		N/	GNR / S2S3	1	0	0	0	0
<b>Clark County Total:</b>						<b>20</b>	<b>9</b>	<b>4</b>	<b>4</b>	<b>0</b>
Clay	Vascular Plants	<i>Hypericum crux-andreae</i>	St. Peter's-wort	T/	G5 / S2S3	0	1	0	0	0
Clay	Vascular Plants	<i>Juglans cinerea</i>	White Walnut	S/	G3G4 / S3	1	0	0	0	0
Clay	Vascular Plants	<i>Lathyrus venosus</i>	Smooth Veiny Peavine	S/	G5 / S2S3	1	0	0	0	0
Clay	Vascular Plants	<i>Podostemum ceratophyllum</i>	Threadfoot	S/	G5 / S3	12	0	0	0	0
Clay	Vascular Plants	<i>Prenanthes crepidinea</i>	Nodding Rattlesnake-root	T/	G3G4 / S2	4	0	0	0	0
Clay	Vascular Plants	<i>Siphium wasiotense</i>	Appalachian Rosinweed	S/	G3? / S3?	27	0	2	0	0
Clay	Vascular Plants	<i>Solidago curtisii</i>	Curtis' Goldenrod	T/	G5T4T5 / S2S3	1	0	0	0	0
Clay	Vascular Plants	<i>Thermopsis mollis</i>	Soft-haired Thermopsis	E/	G4? / S1	4	0	0	0	0
Clay	Vascular Plants	<i>Vallisneria americana</i>	Eelgrass	S/	G5 / S2S3	1	0	0	0	0
Clay	Gastropods	<i>Anguispira rugoderma</i>	Pine Mountain Tigersnail	E/	GNR / S2	1	0	0	0	0
Clay	Gastropods	<i>Mesomphix rugelii</i>	Wrinkled Button	T/	G3G4 / S2	3	0	0	0	0
Clay	Freshwater Mussels	<i>Anodontooides denigratus</i>	Cumberland Papershell	E/	G1 / S1	1	0	0	0	0
Clay	Freshwater Mussels	<i>Epioblasma triquetra</i>	Snuffbox	E/	G3 / S1	6	0	1	0	0
Clay	Freshwater Mussels	<i>Fusconaia subrotunda subrotunda</i>	Longsolid	S/	G3T3 / S3	2	0	0	0	0
Clay	Freshwater Mussels	<i>Villosa ilenosa</i>	Little Spectaclecase	S/	G5 / S3S4	5	1	0	0	0
Clay	Crustaceans	<i>Cambarus parvoculus</i>	Mountain Midget Crayfish	T/	G4 / S2	3	0	0	0	0
Clay	Insects	<i>Dryobius sexnotatus</i>	Sixbanded Longhorn Beetle	T/	GNR / S1	1	0	0	0	0



- Species Information
- KDFWR Maps
- WMA Maps
- Game Maps
- Download GIS Data
- Links

## Species Information

State Threatened, Endangered, and Special Concern Species observations for selected counties

Linked life history provided courtesy of [NatureServe Explorer](#).

Records may include both recent and historical observations.

[US Status Definitions](#)   [Kentucky Status Definitions](#)

List State Threatened, Endangered, and Special Concern Species observations in 1 selected county.

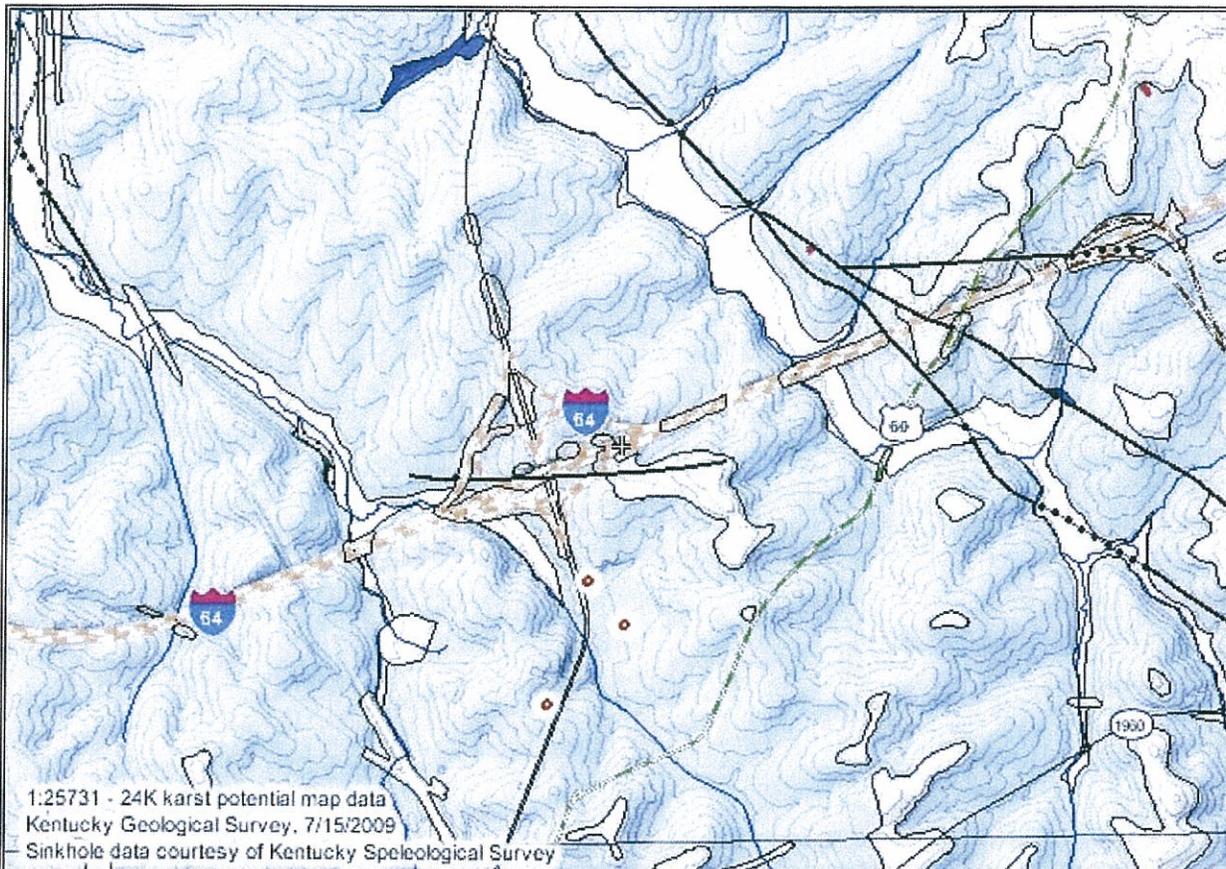
Selected county is: Clark.

Scientific Name and Life History	Common Name and Pictures	Class	County	US Status	KY Status	WAP	Reference
<a href="#">Ammodramus henslowii</a>	<a href="#">Henslow's Sparrow</a>	Aves	Clark	N	S	Yes	<a href="#">Reference</a>
<a href="#">Ardea herodias</a>	<a href="#">Great Blue Heron</a>	Aves	Clark	N	S		<a href="#">Reference</a>
<a href="#">Chondestes grammacus</a>	<a href="#">Lark Sparrow</a>	Aves	Clark	N	T	Yes	<a href="#">Reference</a>
<a href="#">Cyprogenia stegaria</a>	<a href="#">Fanshell</a>	Bivalvia	Clark	LE	E	Yes	<a href="#">Reference</a>
<a href="#">Fulica americana</a>	<a href="#">American Coot</a>	Aves	Clark	N	E		<a href="#">Reference</a>
<a href="#">Junco hyemalis</a>	<a href="#">Dark-eyed Junco</a>	Aves	Clark	N	S		<a href="#">Reference</a>
<a href="#">Mustela nivalis</a>	<a href="#">Least Weasel</a>	Mammalia	Clark	N	S		<a href="#">Reference</a>
<a href="#">Myotis grisescens</a>	<a href="#">Gray Myotis</a>	Mammalia	Clark	LE	T	Yes	<a href="#">Reference</a>
<a href="#">Nycticeius humeralis</a>	<a href="#">Evening Bat</a>	Mammalia	Clark	N	S	Yes	<a href="#">Reference</a>
<a href="#">Nycticorax nycticorax</a>	<a href="#">Black-crowned Night-heron</a>	Aves	Clark	N	T	Yes	<a href="#">Reference</a>
<a href="#">Ursus americanus</a>	<a href="#">American Black Bear</a>	Mammalia	Clark	PS	S	Yes	<a href="#">Reference</a>
<a href="#">Villosa lienosa</a>	<a href="#">Little Spectaclecase</a>	Bivalvia	Clark	N	S	Yes	<a href="#">Reference</a>

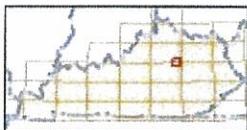
12 species are listed

[Privacy Policy](#) | [Disclaimer](#) | [Individuals with Disabilities](#) |

**Kentucky Geological Survey  
Geologic Information Service**



Current Scale = 1:25,731

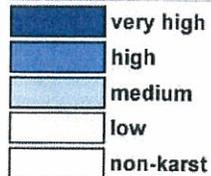


● Display Legend For Printing

**PRINT THIS PAGE**

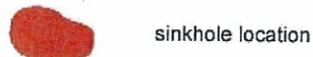
### Kentucky Geological Survey Geologic Information Service Map Legend

#### Karst Potential Index:



#### Symbols:

##### - contacts / structural features:



##### - water wells/springs (9):



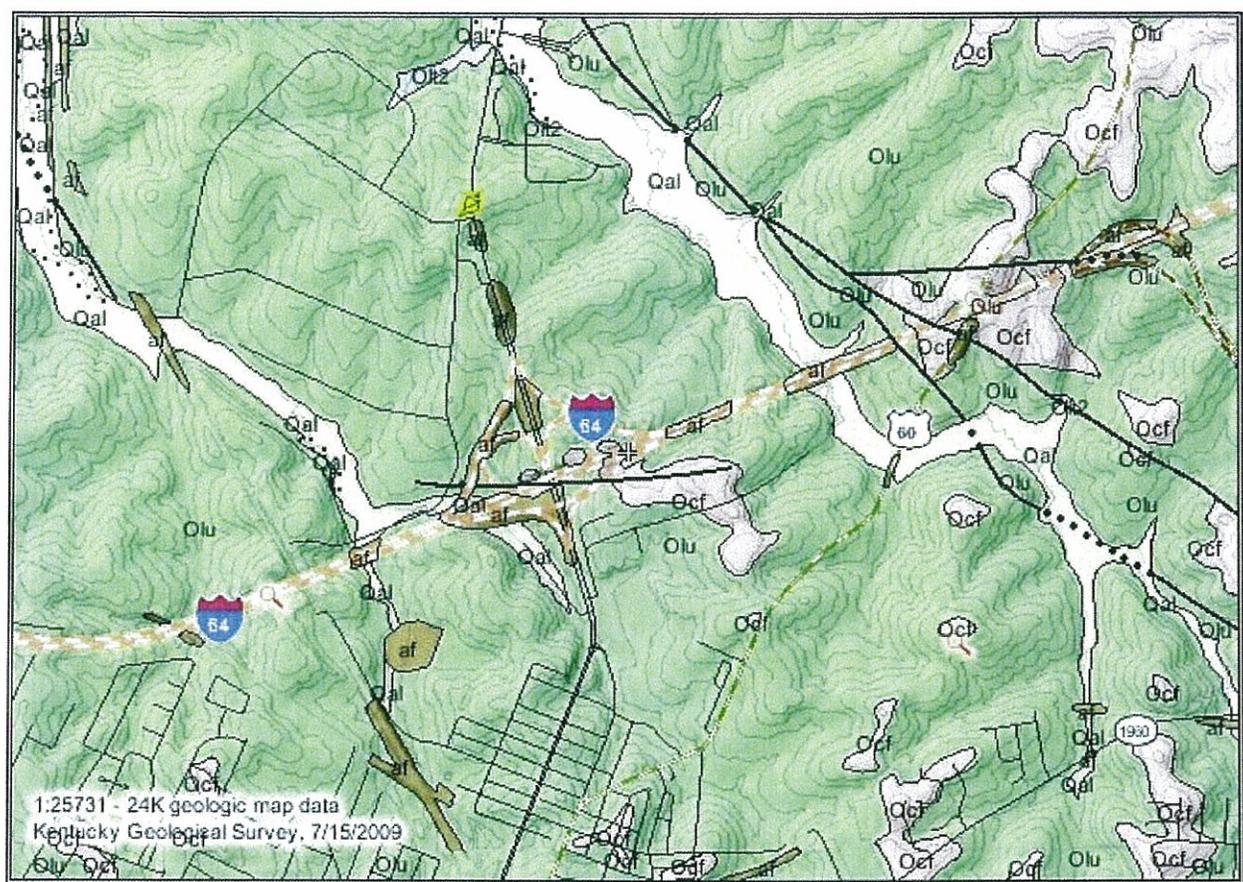
**PRINT THIS PAGE**

**NOTE:** in order to print colors, make sure your browser is enabled to print background colors.

**Internet Explorer Instructions:** Go to Tools --> Internet Options --> Advanced --> Under the "Printing" header, click the "Print background colors and images" box.

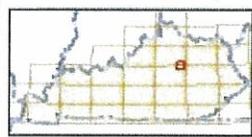
**Firefox Instructions:** Go to File --> Page Setup --> Click the "Print Background (colors & images)" box.

**Kentucky Geological Survey  
Geologic Information Service**



1:25731 - 24K geologic map data  
Kentucky Geological Survey, 7/15/2009

Current Scale = 1:25,731



• [Display Legend For Printing](#)

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### Kentucky Geological Survey Geologic Information Service Map Legend

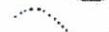
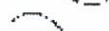
**Geologic Units In Current View:**

1:24,000 scale data (detailed geology)

Qal	<b>Alluvium</b> (Quaternary - Quaternary)
af	<b>Artificial fill</b>
Ocf	<b>Clays Ferry Formation</b> (Middle Ordovician - Upper Ordovician)
Olu	<b>Upper part of Lexington Limestone</b> (Lower Ordovician - Middle Ordovician)
Olt2	<b>Tanglewood Limestone Member (2)</b> (Lower Ordovician - Middle Ordovician)

**Symbols:**

**- contacts / structural features:**

-  geologic contact
-  contact - concealed
-  contact - secondary
-  contact - projected
-  fault
-  fault - concealed
-  fault - secondary
-  fault - projected



fossil location

**PRINT THIS PAGE**

**NOTE:** in order to print colors, make sure your browser is enabled to print background colors.

**Internet Explorer Instructions:** Go to Tools --> Internet Options --> Advanced --> Under the "Printing" header, click the "Print background colors and images" box.

**Firefox Instructions:** Go to File --> Page Setup --> Click the "Print Background (colors & images)" box.

TC-58-50  
Rev. 3/2008



**Kentucky Transportation Cabinet  
Division of Environmental Analysis**

**Assistance Request Form**

<b>To: Lance Watt</b>		<b>From: Becky Barrick</b>	
<b>Project #: 7-33</b>		<b>Route: I-64</b>	<b>County: Clark</b>
<b>Env. Subject Matter:</b> T&E Species		<input checked="" type="checkbox"/> <b>CE Lvl : 3</b> <input type="checkbox"/> <b>EIS</b>	<input type="checkbox"/> <b>EA/FONSI</b> <input type="checkbox"/> <b>State Funded</b>
<b>Project Description (P/N):</b> Widen I-64 to six lanes from KY 1958 (Van Meter Rd) to the Mountain Parkway. Clear zones will be improved in a few areas. Interchange improvements at Exit 96 are also associated with this project. The US 60 bridge and approaches will be reconstructed where it crosses I-64.			
<b>Type of Assistance Needed/ Reason for Request:</b> ROW will be very minimal. The lanes will be added on the inside. Additionally, there is one area where a rock slope will be cut back on the interstate (St. 1325) and one area on Ramp B. A culvert will be extended at Station 1392 (Hood's Creek), St. 1337 and St. 1315. Numerous trees will also be lost to reconstruct the US60 bridge. I need SME assistance according to the HAM to assess Gray and Indiana Bat habitat (because of the wooded, stream habitat at the culverts and rock slopes).			
<b>Date by Which Assistance Needed:</b> 8/6/09			
<input checked="" type="checkbox"/> <b>Map or Exhibit Attached</b>		<b>Becky Barrick</b>	<b>7/23/09</b>
<b>Pc: EPM: Tim Foreman</b> <b>SME: Lance Watt</b>		<b>Requestor</b>	<b>Date</b>
<b>Submit request through email to KYTC DEA Request for Assistance.</b>			
<b>** FOR DEA USE ONLY **</b>			
<b>RESPONSE</b>		<b>Response due (rec'd date + 5 workdays):</b>	
No known caves within one kilometer of the proposed project, although karst is present in the form of closed-throated sinkholes in pastures and farm ponds. No sinkholes or caves present within the proposed right of way. No fill sites will be needed since the rock from the cut will be incorporated into the project, therefore rock cuts will not affect winter roost habitat for either gray bat or Indiana bat. The banks of Hood's Creek are covered with young willow, Amur honeysuckle, hackberry, and black walnut, with isolated larger hackberry and red maple trees. Hood's Creek does not possess a closed forest canopy within the right of way that would represent foraging habitat for gray bat or Indiana bat. Potential summer roost trees exist within the proposed right of way. SME recommends either tree cutting restrictions or IBCF for effects on Indiana bat summer roosting habitat.			
<b>Lance Watt</b>		<b>6 August 2009</b>	
<b>Responder</b>		<b>Date</b>	

CLARK COUNTY Item No. 7-33.00

**Special Note For:  
Erosion Control and Sediment Control  
IM-NH 0645(068)**

The Contractor shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW) and any KPDES local Municipal Separate Storm Sewer System (MS4) program that has jurisdiction. The NOI shall name the contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit dated September 30, 2003 or a permit re-issued to replace the KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of KYTC 2008 Department of Highways, Standard Specifications for Road and Bridge Construction.

Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 213 of KYTC 2008 Department of Highways, Standard Specifications for Road and Bridge Construction. The Engineer's inspections shall be performed a minimum of once per month and within seven days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the contractor unless improvements to the BMP's are required. The contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within 5 days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit.

Contrary to Section 213.05, bid items for temporary BMPs will not be listed and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.

The contractor shall be responsible for applying "good engineering practices" as required by the KPDES permit. The contractor may use any temporary BMPs with the approval of the KYTC Engineer.

The contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

The contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control.

The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 program that has jurisdiction. The NOT shall be filed after the Engineer agrees that the project is stabilized or the project has been formally accepted.

**SYP8161**  
**08 FEB 2010**

**KENTUCKY TRANSPORTATION CABINET  
COMMUNICATING ALL PROMISES (CAP)**

<b>Item No.</b>	7 - 33	<b>Project Mgr.</b>	SAMPLES
<b>CAP #</b>	<b>Date of Promise</b>	<b>Promise made to:</b>	<b>Location of Promise</b>
1			
<b>CAP Description</b>			
NO PROMISES MADE.			

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

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to the *Standard Specifications for Road and Bridge Construction, Edition of 2004*, and *Standard Drawings, Edition of 2000* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2008* and *Standard Drawings, Edition of 2003 with the 2008 Revision*.

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2008 Edition**  
(Effective with the April 23, 2010 Letting)

<b>SUBSECTION: REVISION:</b>	101.02 Abbreviations. Insert the following abbreviation and text into the section:  KEPSC     Kentucky Erosion Prevention and Sediment Control
<b>SUBSECTION: REVISION:</b>	101.03 Definitions. Replace the definition for Specifications – <i>Special Provisions</i> with the following:  Additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to and individual project.
<b>SUBSECTION: REVISION:</b>	102.03 Replace the first sentence of the first paragraph with the following:  Submit the Bid Proposal on forms furnished on the Department internet website ( <a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a> ), including the Bid Packet and disk created from the Expedite Bidding Program.  Delete the last paragraph.
<b>SUBSECTION: REVISION:</b>	102.04 Issuance of Bid Proposal Form. Replace Heading with the following:  102.04 Bidder Registration.  Replace the first sentence of the first paragraph with the following:  The Department reserves the right to disqualify or refuse to place a bidder on the eligible bidder’s list for a project for any of the following reasons:  Replace the last sentence of the subsection with the following:  The Department will resume placing the bidder on the eligible bidder’s list for projects after the bidder improves his operations to the satisfaction of the State Highway Engineer.
<b>SUBSECTION: REVISION:</b>	102.06 Examination of Plans, Specifications, Special Provisions, Special Notes, and Site of Work. Replace the first paragraph with the following:  Examine the site of the proposed work, the Bid Proposal, Plans, specifications, contract forms, and bulletins and addendums posted to the Department’s website and the Bid Express Bidding Service Website before submitting the Bid Proposal. The Department considers the submission of a Bid Proposal prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.
<b>SUBSECTION: REVISION:</b>	102.07.01 General. Replace the first sentence with the following:  Submit the Bid Proposal on forms furnished on the Department internet website ( <a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a> ), including the Bid Packet and disk created from the Expedite Bidding Program.  Insert the following after the first sentence of the third paragraph:  Bid proposals submitted electronically shall use an eligible Digital ID issued by Bid Express.

**Supplemental Specifications to The Standard Specifications  
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(Effective with the April 23, 2010 Letting)

<p><b>SUBSECTION: REVISION:</b></p>	<p>102.07.02 Computer Bidding. Replace the first paragraph with the following:</p> <p>Subsequent to registering for a specific project, use the Department’s Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (<a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a>). Download the bid file from the Bid Express Bidding Service Website to prepare a Bid Proposal for submission to the Department. Include the completed Bid Packet produced by the Expedite Bidding Program and submit it along with the disk created by said program or submit electronically through Bid Express Bidding Service.</p> <p>Replace the second paragraph with the following:</p> <p>In case of a dispute, the printed Bid Proposal and bid item sheets created by the Expedite Bidding Program take precedence over any bid submittal.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.08 Irregular Bid Proposals. Replace point four of the first paragraph with the following:</p> <p>4) fails to submit a disk created from the Expedite Bidding Program, unless the bid proposal is submitted electronically through the Bid Express Bidding Service.</p> <p>Replace point one of the second paragraph with the following:</p> <p>1) when the Bid Proposal is on a form other than that furnished by the Department or printed from other than the Expedite Bidding Program, or when the form is altered or any part is detached; or</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.09 Bid Proposal Guaranty. Insert the following after the first sentence:</p> <p>Bid proposals submitted electronically through Bid Express Bidding Service where a bid bond was not used must have a guaranty in the form of a cashier’s check or certified check in an amount no less than the amount indicated on the submitted electronic bid.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.10 Delivery of Bid Proposals. Replace paragraph with the following:</p> <p>Return Bid Proposal in an envelope that is clearly marked indicating the contents. When sent by mail, address the sealed Bid Proposal to the Department at the address and in care of the office and official receiving the Bid Proposals. Submit all Bid Proposals prior to the time and at the place specified in the Notice to Contractors. The Department will time-stamp and return to the bidder unopened Bid Proposals received after the time for opening of bids. Bids submitted electronically shall be done using Bid Express Bidding Services. All bids submitted electronically must be done in accordance with the requirements of the Bid Express Bidding Service.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.11 Withdrawal or Revision of Bid Proposals. Replace the paragraph with the following:</p> <p>A bidder may withdraw or revise a Bid Proposal after depositing the Bid Proposal with the Department, provided the Department receives the request for such withdrawal or revision in writing before the time set for opening Bid Proposals. Bid Proposals submitted electronically can be withdrawn in accordance the requirements of the Bid Express Bidding Service.</p>

**Supplemental Specifications to The Standard Specifications  
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<p><b>SUBSECTION: REVISION:</b></p>	<p>103.02 Award of Contract. Replace the first sentence of the third paragraph with the following:</p> <p>The Department will normally award the Contract within 10 working days after the date of receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all bidders for a period not to exceed 60 calendar days for final disposition of award.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>105.03 Record Plans. Replace the section with the following:</p> <p>Record Plans are those reproductions of the original Plans on which the accepted Bid Proposal was based and, and signed by a duly authorized representative of the Department. The Department will make these plans available for inspection in the Central Office at least 24 hours prior to the time of opening bids and up to the time of letting of a project or projects. The quantities appearing on the Record Plans are the same as those on which Bid Proposals are received. The Department will use these Record Plans as the controlling plans in the prosecution of the Contract. The Department will not make any changes on Record Plans subsequent to their issue unless done so by an approved contract modification. The Department will make 2 sets of Record Plans for each project, and will maintain one on file in the Central Office and one of file in the District Office. The Department will furnish the Contractor with the following: 1 full size, 2 half size and an electronic file copy of the Record Plans at the Pre-Construction conference.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>105.12 Final Inspection and Acceptance of Work. Insert the following paragraphs after the first paragraph:</p> <p>Notify the Engineer when all electrical items are complete. A notice of the electrical work completion shall be made in writing to the Contractor. Electrical items will be inspected when the electrical work is complete and are not subject to waiting until the project as a whole has been completed. The Engineer will notify the Division of Traffic Operations within 3 days that all electrical items are complete and ready for a final inspection. A final inspection will be completed within 90 days after the Engineer notifies the Division of Traffic Operations of the electrical work completion.</p> <p>Energize all electrical items prior to notifying the Engineer that all electrical items are complete. Electrical items must remain operational until the Division of Traffic Operations has inspected and accepted the electrical portion of the project. Payment for the electrical service is the responsibility of the Contractor from the time the electrical items are energized until the Division of Traffic Operations has accepted the work.</p> <p>Complete all corrective work within 90 calendar days of receiving the original electrical inspection report. Notify the Engineer when all corrective work is complete. The Engineer will notify the Division of Traffic Operations that the corrective work has been completed and the project is ready for a follow-up inspection. Upon re-inspection, if additional corrective work is required, complete within the same 90 calendar day allowance. The Department will not include time between completion of the corrective work and the follow up electrical inspection(s). The 90 calendar day allowance is cumulative regardless of the number of follow-up electrical inspections required.</p> <p>The Department will assume responsibility for the electrical service on a project once the Division of Traffic Operations gives final acceptance of the electrical items on the project. The Department will also assume routine maintenance of those items. Any damage done to accepted electrical work items by other Contractors shall be the responsibility of the Prime Contractor. The Department will not be responsible for repairing damage done by other contractors during the construction of the remaining project.</p> <p>Failure to complete the electrical corrective work within the 90 calendar day allowance will result in penalties assessed to the project. Penalties will be assessed at ½ the rate of liquidated damages established for the contract.</p> <p>Replace the following in the second sentence of the second paragraph:</p> <p>Replace Section 213 with Section 212.</p> <p>Delete the fifth paragraph from the section.</p>

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2008 Edition  
(Effective with the April 23, 2010 Letting)**

<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>105.13 Claim Resolution Process. Replace the last sentence of the 3. Bullet with the following:</p> <p>If the Contractor did not submit an as-bid schedule at the Pre-Construction Meeting or a written narrative in accordance with Subsection 108.02, the Cabinet will not consider the claim for delay.</p> <p>Delete the last paragraph from the section.</p>
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>106.10 Field Welder Certification Requirements. Insert the following sentence before the first sentence of the first paragraph:</p> <p>All field welding must be performed by a certified welder unless otherwise noted.</p>
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>108.02 Progress Schedule. Insert the following prior to the first paragraph:</p> <p>Specification 108.02 applies to all Cabinet projects except the following project types:</p> <ul style="list-style-type: none"> <li>• Right of Way Mowing and/or Litter Removal</li> <li>• Waterborne Paint Striping</li> <li>• Projects that contain Special Provision 82</li> <li>• Projects that contain the Special Note for CPM Scheduling</li> </ul> <p>Insert the following paragraph after paragraph two:</p> <p>Working without the submittal of a Written Narrative is violation of this specification and additionally voids the Contractor's right to delay claims.</p> <p>Insert the following paragraph after paragraph six:</p> <p>The submittal of bar chart or Critical Path Method schedule does not relieve the Contractor's requirement to submit a Written Narrative schedule.</p> <p>Insert the following at the beginning of the first paragraph of A) Written Narrative.:</p> <p>Submit the Written Narrative Schedule using form TC 63-50 available at the Division of Construction's website (<a href="http://www.transportation.ky.gov/construction/ResCenter/ResCenter.htm">http://www.transportation.ky.gov/construction/ResCenter/ResCenter.htm</a>).</p> <p>Replace Part A) Written Narrative 1. And 2. with the following:</p> <ol style="list-style-type: none"> <li>1. Provide a description that includes how the Contractor will sequence and stage the work, how the Contractor plans to maintain and control traffic being specific and detailed, and what equipment and crew sizes are planned to execute the work.</li> <li>2. Provide a list of project milestones including, if applicable, winter shut-downs, holidays, or special events. The Contractor shall describe how these milestones and other dates effect the prosecution of the work. Also, include start date and completion date milestones for the contract, each project if the contract entails multiple projects, each phase of work, site of work, or segment of work as divided in the project plans, proposal, or as subdivided by the Contractor.</li> </ol>

**Supplemental Specifications to The Standard Specifications  
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<p><b>SUBSECTION: REVISION:</b></p>	<p>110.01 Mobilization. Replace paragraph three with the following:</p> <p>Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposals that are in excess of this amount down to 5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for Mobilization is less than 5 percent, or the Department will award the Contract for the adjusted bid amount of 5 percent when the amount bid for Mobilization is greater than 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>110.02 Demobilization. Replace the third paragraph with the following:</p> <p>Bid an amount for Demobilization that is a minimum of \$1,000 or 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposal that is less than this amount up to \$1,000 or 1.5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the Department will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than the minimum of \$1,000 or less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>110.04 Payment. Insert the following paragraph following the demobilization payment schedule (4<sup>th</sup> paragraph):</p> <p>The Department will withhold an amount equal to \$1,000 for demobilization, regardless of the schedule listed above. The \$1,000 withheld for demobilization will be paid when the final estimate is paid.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>112.03.01 General Traffic Control. Replace paragraph three with the following:</p> <p>All flaggers shall be trained in current MUTCD flagging procedures. Proof of training must be available for review at the Department's request. Flagging credentials must be current within the last 5 years.</p>
<p><b>SUBSECTION: PART: REVISION:</b></p>	<p>112.03.11 Temporary Pavement Markings. B) Placement and Removal of Temporary Striping. Replace the 2<sup>nd</sup> sentence of the first paragraph with the following:</p> <p>On interstates and parkways, and other roadways approved by the State Highway Engineer, install pavement striping that is 6 inches in width.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>112.03.12 Project Traffic Coordinator (PTC). Add the following at the end of the subsection:</p> <p>After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.</p>

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<b>SUBSECTION: REVISION:</b>	<p>112.03.15 Non-Compliance of Maintain and Control of Traffic. Add the following section:</p> <p><b>112.03.15 Non-Compliance of Maintain and Control of Traffic.</b> It is the Contractor's responsibility to conform to the traffic control requirements in the TCP, Proposal, plan sheets, specifications, and the Manual on Uniform Traffic Control Devices.</p> <p>Unless specified elsewhere in the contract, a penalty will be assessed in the event of non-compliance with Maintain and Control of Traffic requirements. These penalties will be assessed when the Contractor fails to correct a situation or condition of non-compliance with the contract traffic control requirements after being notified by the Engineer. The calculation of accrued penalties for non-compliance will be based upon the date/time of notification by the Engineer.</p> <p>The amount of the penalty assessed for non-compliance will be determined based upon the work zone duration, as defined by the MUTCD, and will be the greatest of the different calculation methods indicated below:</p> <p style="padding-left: 40px;">A) Long-term stationary work that occupies a location more than 3 days.</p> <p style="padding-left: 40px;">Correct the non-compliant issue within 24 hours from initial notification by the Engineer. If the issue is not corrected within 24 hours from the initial notification, a penalty for non-compliance will be assessed on a daily basis beginning from the initial notification of non-compliance. The Contractor will be assessed a \$1,000 daily penalty or the amount equal to the contract liquidated damages in Section 108.09, whichever of the 2 is greater. The penalty for non-compliance will escalate as follows for continued non-compliance after the initial notification.</p> <p style="padding-left: 40px;">3 Days after Notification \$1,500 daily penalty or 1.5 times the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.</p> <p style="padding-left: 40px;">7 Days after Notification \$2,000 daily penalty or double the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.</p> <p style="padding-left: 40px;">B) Intermediate-term stationary work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour.</p> <p style="padding-left: 40px;">Correct the non-compliant issue within 4 hours from initial notification by the Engineer. If the issue is not corrected within 4 hours from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at \$200 per hour.</p> <p style="padding-left: 40px;">C) Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.</p> <p style="padding-left: 40px;">Correct the non-compliant issue within 1 hour from initial notification by the Engineer. If the issue is not corrected within 1 hour from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at \$200 per hour.</p> <p>If the Contractor remains in violation of the Maintain and Control of Traffic requirements, or if the Department determines it to be in the public's interest, work will be suspended in accordance with Section 108.08 until the deficiencies are corrected. The Department reserves the right to correct deficiencies by any means available and charge the Contractor for labor, equipment, and material costs incurred in emergency situations.</p>
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>206.03.02 Embankment Replace the last paragraph with the following:</p> <p>When rock roadbed is specified, construct the upper 2 feet of the embankment according to Subsection 204.03.09 A).</p>
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>213.03.03 Inspection and Maintenance. Insert the following paragraph after the second paragraph:</p> <p>When the Contractor is required to obtain the KPDES permit, it is their responsibility to ensure compliance with the inspection and maintenance requirements of the permit. The Engineer will perform verification inspections a minimum of once per month and within 7 days of a ½ inch or greater rainfall event. The Engineer will document these inspections using Form TC 63-61 A. The Engineer will provide copies of the inspection only when improvements to the BMP's are required. Verification inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit. Initiate corrective action within 24 hours of any noted deficiency and complete the work within 5 days.</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>213.03.05 Temporary Control Measures. E) Temporary Seeding and Protection. Replace the first paragraph with the following:</p> <p>Apply an Annual Rye seed mix at a rate of 100 pounds per acre during the months of March through August. In addition to the Annual Rye, add 10 pounds of German Foxtail-Millet (<i>Setaria italica</i>), when performing temporary seeding during the months of June through August. During the months of September through February, apply Winter Wheat or Rye Grain at a rate of 100 pounds per acre. Obtain the Engineer's approval prior to the application of the seed mixture.</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>213.03.05 Temporary Control Measures. F) Temporary Mulch. Replace the last sentence with the following:</p> <p>Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.</p>
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>303.05 Payment. Replace the second paragraph of the section with the following:</p> <p>The Department will make payment for Drainage Blanket-Type II (ATDB) according to the Lot Pay Adjustment Schedule for Specialty Mixtures in Section 402.</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control. Replace the first sentence with the following:</p> <p>Stop mixing operations immediately if, at any time, a failure of the automatic electronic weighing system of the aggregate feed, asphalt binder feed, or water injection system control occurs.</p>

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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>401.02.04 Special Requirements for Dryer Drum Plants. Add the following:</p> <p>Part G) <b>Water Injection System.</b> Provided each system has prior approval as specified in Subsection 402.01.01, the Department will allow the use of water injection systems for purposes of foaming the asphalt binder and lowering the mixture temperature for production of Warm Mix Asphalt (WMA). Ensure the equipment for water injection meets the following requirements:</p> <ol style="list-style-type: none"> <li>1) Injection equipment computer controls are automatically coupled to the plants controls (manual operation is not permitted);</li> <li>2) Injection equipment has variable controls that introduce water ratios based on production rates of mixtures;</li> <li>3) Injects water into the flow of asphalt binder prior to contacting the aggregate;</li> <li>4) Provides alarms on the water injection system that operate when the flow of water is interrupted or deviates from the prescribed water rate.</li> </ol>																																																	
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>401.03.01 Preparation of Mixtures. Replace the last sentence of the second paragraph with the following:</p> <p>Do not use asphalt binder while it is foaming in a storage tank.</p>																																																	
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>401.03.01 Preparation of Mixtures. Replace the third paragraph and Mixing and Laying Temperature table with the following:</p> <p>Maintain the temperature of the component materials and asphalt mixture within the ranges listed in the following table:</p> <table border="1" data-bbox="389 987 1437 1438"> <thead> <tr> <th colspan="4" style="text-align: center;">MIXING AND LAYING TEMPERATURES (°F)</th> </tr> <tr> <th colspan="2" style="text-align: left;">Material</th> <th style="text-align: center;">Minimum</th> <th style="text-align: center;">Maximum</th> </tr> </thead> <tbody> <tr> <td colspan="2">Aggregates</td> <td style="text-align: center;">240</td> <td style="text-align: center;">330</td> </tr> <tr> <td colspan="2">Aggregates used with Recycled Asphalt Pavement (RAP)</td> <td style="text-align: center;">240</td> <td style="text-align: center;">—</td> </tr> <tr> <td rowspan="2">Asphalt Binders</td> <td>PG 64-22</td> <td style="text-align: center;">230</td> <td style="text-align: center;">330</td> </tr> <tr> <td>PG 76-22</td> <td style="text-align: center;">285</td> <td style="text-align: center;">350</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Plant (Measured in Truck)</td> <td>PG 64-22 HMA</td> <td style="text-align: center;">250</td> <td style="text-align: center;">330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td style="text-align: center;">310</td> <td style="text-align: center;">350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td style="text-align: center;">230</td> <td style="text-align: center;">275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td style="text-align: center;">250</td> <td style="text-align: center;">300</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Project (Measured in Truck When Discharging)</td> <td>PG 64-22 HMA</td> <td style="text-align: center;">230</td> <td style="text-align: center;">330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td style="text-align: center;">300</td> <td style="text-align: center;">350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td style="text-align: center;">210</td> <td style="text-align: center;">275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td style="text-align: center;">240</td> <td style="text-align: center;">300</td> </tr> </tbody> </table>	MIXING AND LAYING TEMPERATURES (°F)				Material		Minimum	Maximum	Aggregates		240	330	Aggregates used with Recycled Asphalt Pavement (RAP)		240	—	Asphalt Binders	PG 64-22	230	330	PG 76-22	285	350	Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330	PG 76-22 HMA	310	350	PG 64-22 WMA	230	275	PG 76-22 WMA	250	300	Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330	PG 76-22 HMA	300	350	PG 64-22 WMA	210	275	PG 76-22 WMA	240	300
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>402.01 Description. Replace the paragraph with the following:</p> <p>Provide the process control and acceptance testing of all classes and types of asphalt mixtures which may be furnished either as hot mix asphalt (HMA) or warm mix asphalt (WMA) produced with water injection systems.</p>																																																	

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<p><b>SUBSECTION: REVISION:</b></p>	<p>402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. Add the following subsection:</p> <p>402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. The Department will evaluate trial production of WMA by use of a water injection system provided the system is installed according to the manufacturer's requirements and satisfies the requirements of Section 401. Evaluation will include production and placement of WMA to demonstrate adequate mixture quality including volumetric properties and density by Option A as specified in Subsection 402.03.02 D). Do not place WMA for evaluation on Department projects. Provided production and placement operations satisfy the applicable quality levels, the Department will approve WMA production on Department projects using the water injection system as installed on the specific asphalt mixing plant evaluated.</p>												
<p><b>SUBSECTION: REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures and Mixtures With RAP. Replace Subsection Title as below:</p> <p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.</p>												
<p><b>SUBSECTION: REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Replace the paragraph with the following:</p> <p>The Department will pay for the mixture at the Contract unit bid price and apply a Lot Pay Adjustment for each lot placed based on the degree of compliance with the specified tolerances. Using the appropriate Lot Pay Adjustment Schedule, the Department will assign a pay value for the applicable properties within each subplot and average the subplot pay values to determine the pay value for a given property for each lot. The Department will apply the Lot Pay Adjustment for each lot to a defined unit price of \$50.00 per ton. The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>												
<p><b>SUBSECTION: PART: REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. C) Conventional and RAP Mixtures Placed on Shoulders. Replace title with the following:</p> <p>HMA, WMA, and RAP Mixtures Placed on Shoulders.</p>												
<p><b>SUBSECTION: PART: REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Replace the title with the following:</p> <p>HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.</p>												
<p><b>SUBSECTION: PART: TABLES: REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="753 1581 1117 1799"> <thead> <tr> <th colspan="2" style="text-align: center;"><b>VMA</b></th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">• min. VMA</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">0.1-0.5 below min.</td> </tr> <tr> <td style="text-align: center;">0.90</td> <td style="text-align: center;">0.6-1.0 below min.</td> </tr> <tr> <td style="text-align: center;">(1)</td> <td style="text-align: center;">&gt; 1.0 below min.</td> </tr> </tbody> </table>	<b>VMA</b>		Pay Value	Deviation From Minimum	1.00	• min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>TABLES:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="738 390 1102 642"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>• min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td>(1)</td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	• min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.											
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option B Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="742 812 1105 1064"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>• min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td>(2)</td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	• min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(2)	> 1.0 below min.											
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b></p>	<p>403.03.03 Preparation of Mixture. C) Mix Design Criteria. 1) Preliminary Mix Design. Replace the last two sentences of the paragraph and table with the following:</p> <p>Complete the volumetric mix design at the appropriate number of gyrations as given in the table below for the number of 20-year ESAL's. The Department will define the relationship between ESAL classes, as given in the bid items for Superpave mixtures, and 20-year ESAL ranges as follows:</p> <table border="1" data-bbox="566 1356 1271 1512"> <thead> <tr> <th rowspan="2">Class</th> <th rowspan="2">ESAL's (millions)</th> <th colspan="3">Number of Gyration</th> </tr> <tr> <th><math>N_{initial}</math></th> <th><math>N_{design}</math></th> <th><math>N_{max}</math></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>&lt; 3.0</td> <td>6</td> <td>50</td> <td>75</td> </tr> <tr> <td>3</td> <td>3.0 to &lt; 30.0</td> <td>7</td> <td>75</td> <td>115</td> </tr> <tr> <td>4</td> <td>≥ 30.0</td> <td>8</td> <td>100</td> <td>160</td> </tr> </tbody> </table>	Class	ESAL's (millions)	Number of Gyration			$N_{initial}$	$N_{design}$	$N_{max}$	2	< 3.0	6	50	75	3	3.0 to < 30.0	7	75	115	4	≥ 30.0	8	100	160
Class	ESAL's (millions)			Number of Gyration																				
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. A) Leveling and Wedging. Replace the first sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. B) Scratch Course. Replace the second sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							

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<b>SUBSECTION: REVISION:</b>	407.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:  Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.
<b>SUBSECTION: REVISION:</b>	409.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:  Use reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) provided mixture requirements are satisfied.
<b>SUBSECTION: REVISION:</b>	410.01 DESCRIPTION. Delete the second sentence of the paragraph.
<b>SUBSECTION: REVISION:</b>	410.03.01 Corrective Work. Replace the last sentence of the paragraph with the following:  Provide a final surface comparable to the adjacent pavement that does not require corrective work in respect to texture, appearance, and skid resistance.
<b>SUBSECTION: PART: NUMBER: REVISION:</b>	410.03.02 Ride Quality. B) Requirements. 1) Category A. Replace the last sentence of the first paragraph with the following:  At the Department's discretion, a pay deduction of \$1200 per 0.1-lane-mile section may be applied in lieu of corrective work.
<b>SUBSECTION: PART: NUMBER: REVISION:</b>	410.03.02 Ride Quality. B) Requirements. 2) Category B. Replace the second and third sentence of the first paragraph with the following:  When the IRI is greater than 90 for a 0.1-mile section, perform corrective work, or remove and replace the pavement to achieve the specified IRI. At the Department's discretion, a pay deduction of \$750 per 0.1-lane-mile section may be applied in lieu of corrective work.
<b>SUBSECTION: REVISION:</b>	410.05 PAYMENT. Add the following sentence to the end of the first paragraph:  The sum of the pay value adjustments for ride quality shall not exceed \$0 for the project as a whole.
<b>SUBSECTION: REVISION:</b>	413.05.02 CL3 SMA BASE 1.00D PG76-22. Insert the following sentence between the first and second sentence of the first paragraph:  The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.

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<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>413.05.02 CL3 SMA BASE 1.00D PG 76-22. JOINT DENSITY TABLE Replace the joint density table with the following:</p> <table border="1" data-bbox="698 357 1144 619" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">LANE DENSITY</th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Test Result (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.05</td> <td style="text-align: center;">95.0-96.5</td> </tr> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">93.0-94.9</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">92.0-92.9 or 96.6-97.0</td> </tr> <tr> <td style="text-align: center;">0.90</td> <td style="text-align: center;">91.0-91.9 or 97.1-97.5</td> </tr> <tr> <td style="text-align: center;">(1)</td> <td style="text-align: center;">&lt; 91.0 or &gt; 97.5</td> </tr> </tbody> </table>	LANE DENSITY		Pay Value	Test Result (%)	1.05	95.0-96.5	1.00	93.0-94.9	0.95	92.0-92.9 or 96.6-97.0	0.90	91.0-91.9 or 97.1-97.5	(1)	< 91.0 or > 97.5										
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. Insert the following sentence between the first and second sentence of the first paragraph:</p> <p>The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>																								
<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. JOINT DENSITY TABLE Replace the joint density table with the following:</p> <table border="1" data-bbox="576 997 1258 1312" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3" style="text-align: center;">DENSITY</th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Lane Density Test Result (%)</th> <th style="text-align: center;">Joint Density Test Result (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.05</td> <td style="text-align: center;">95.0-96.5</td> <td style="text-align: center;">92.0-96.0</td> </tr> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">93.0-94.9</td> <td style="text-align: center;">90.0-91.9</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">92.0-92.9 or 96.6-97.0</td> <td style="text-align: center;">89.0-89.9 or 96.1-96.5</td> </tr> <tr> <td style="text-align: center;">0.90</td> <td style="text-align: center;">91.0-91.9 or 97.1-97.5</td> <td style="text-align: center;">88.0-88.9 or 96.6-97.0</td> </tr> <tr> <td style="text-align: center;">0.75</td> <td style="text-align: center;">----</td> <td style="text-align: center;">&lt; 88.0 or &gt; 97.0</td> </tr> <tr> <td style="text-align: center;">(1)</td> <td style="text-align: center;">&lt; 91.0 or &gt; 97.5</td> <td style="text-align: center;">----</td> </tr> </tbody> </table>	DENSITY			Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	1.05	95.0-96.5	92.0-96.0	1.00	93.0-94.9	90.0-91.9	0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	0.75	----	< 88.0 or > 97.0	(1)	< 91.0 or > 97.5	----
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>501.05.02 Ride Quality. Add the following sentence to the end of the first paragraph:</p> <p>The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.03.04 Detectable Warnings. Replace the first sentence with the following:</p> <p>Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.</p>																								

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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.04.04 Detectable Warnings. Replace the paragraph with the following:</p> <p>The Department will measure the quantity in square feet. All retrofit applications for maintenance projects will require the removal of existing sidewalks to meet the requirements of the standard drawings applicable to the project. The cost associated with the removal of the existing sidewalk will be incidental to the detectable warnings bid item or incidental to the bid item for the construction of the concrete sidewalk unless otherwise noted.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.05 PAYMENT. Add the following to the bid item table:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Pay Item</u></th> <th style="text-align: left;"><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>23158ES505</td> <td>Detectable Warnings</td> <td>Square Foot</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23158ES505	Detectable Warnings	Square Foot
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>					
23158ES505	Detectable Warnings	Square Foot					
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>509.01 DESCRIPTION. Replace the second paragraph with the following:</p> <p>The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>601.03.02 Concrete Producer Responsibilities. Add the following to the first paragraph:</p> <p>If a concrete plant becomes unqualified during a project and there are no other qualified plants in the region, the Department will provide qualified personnel to witness and ensure the producer follows the required specifications. The Department will assess the Contractor a \$100 per hour charge for this service.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>606.02.11 Coarse Aggregate. Replace with the following:</p> <p>Conform to Section 805, size No. 8 or 9-M.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>609.04.06 Joint Sealing. Replace Subsection 601.04 with the following:</p> <p>Subsection 606.04.08.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>609.05 Payment. Replace the Pay Unit for Joint Sealing with the following:</p> <p>See Subsection 606.05.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>701.03.06 Initial Backfill. Replace the first sentence of the last paragraph with the following:</p> <p>When the Contract specifies, perform quality control testing to verify compaction according to KM 64-512.</p>						

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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>701.03.08 Testing of Pipe. Replace and rename the subsection with the following:</p> <p><b>701.03.08 Inspection of Pipe.</b> The engineer will visually inspect all pipe. The Department will require camera/video inspection on a minimum of 50 percent of the linear feet of all installed pipe structures. Conduct camera/video inspection according to KM 64-114. The pipe to be installed under pavement will be selected first. If the total linear feet of pipe under pavement is less than 50 percent of the linear feet of all pipe installed, the Engineer will randomly select installations from the remaining pipe structures on the project to provide for the minimum inspection requirement. The pipe will be selected in complete runs (junction-junction or headwall-headwall) until the total linear feet of pipe to be inspected is at least 50 percent of the total linear feet of all installed pipe on the project.</p> <p>Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible.</p> <p>Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114.</p> <p>Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Engineer addressing the severity of the deflection, structural integrity, environmental conditions, design service life, and an evaluation of the factor of safety using Section 12, "Buried Structures and Tunnel Liners," of the AASHTO LRFD Bridge Design Specifications. Based on the evaluation, the Department may allow the pipe to remain in place at a reduced unit price as shown in the table below. Provide 5 business days for the Department to review the evaluation. When the pipe shows deflection of 10 percent or greater, remove and replace the pipe. When the camera/video or laser inspection results are called into question, the Department may require direct measurements or mandrel testing.</p> <p>The Cabinet may elect to conduct Quality Assurance verifications of any pipe inspections.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>701.04.07 Testing. Replace and rename the subsection with the following:</p> <p><b>701.04.07 Pipeline Video Inspection.</b> The Department will measure the quantity in linear feet along the pipe invert of the structure inspected. When inspection above the specified 50 percent is performed due to a disagreement or suspicion of additional distresses and the Department is found in error, the Department will measure the quantity as Extra Work according to Subsection 104.03. However, if additional distresses or non-conformance is found, the Department will not measure the additional inspection for payment.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>701.05 PAYMENT. Add the following pay item to the list of pay items:</p> <table border="0"> <tr> <td><u>Code</u></td> <td><u>Pay Item</u></td> <td><u>Pay Unit</u></td> </tr> <tr> <td>23131ER701</td> <td>Pipeline Video Inspection</td> <td>Linear Foot</td> </tr> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23131ER701	Pipeline Video Inspection	Linear Foot
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>					
23131ER701	Pipeline Video Inspection	Linear Foot					

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<b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b>	<p>701.05 PAYMENT PIPE DEFLECTION DETERMINED BY CAMERA TESTING Replace this table with the following table and note:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;"><b>PIPE DEFLECTION</b></th> </tr> <tr> <th style="text-align: center;">Amount of Deflection (%)</th> <th style="text-align: center;">Payment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0.0 to 5.0</td> <td style="text-align: center;">100% of the Unit Bid Price</td> </tr> <tr> <td style="text-align: center;">5.1 to 9.9</td> <td style="text-align: center;">50% of the Unit Bid Price <sup>(1)</sup></td> </tr> <tr> <td style="text-align: center;">10 or greater</td> <td style="text-align: center;">Remove and Replace</td> </tr> </tbody> </table> <p><sup>(1)</sup> Provide Structural Analysis as indicated above. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price.</p>	<b>PIPE DEFLECTION</b>		Amount of Deflection (%)	Payment	0.0 to 5.0	100% of the Unit Bid Price	5.1 to 9.9	50% of the Unit Bid Price <sup>(1)</sup>	10 or greater	Remove and Replace		
<b>PIPE DEFLECTION</b>													
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<b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b>	<p>701.05 PAYMENT PIPE DEFLECTION DETERMINED BY MANDREL TESTING Delete this table.</p>												
<b>SUBSECTION:</b> <b>REVISION:</b>	<p>713.02.01 Paint. Replace with the following:  Conform to Section 842 and Section 846.</p>												
<b>SUBSECTION:</b> <b>REVISION:</b>	<p>713.03 CONSTRUCTION. Replace the first sentence of the second paragraph with the following:  On interstates and parkways, and other routes approved by the State Highway Engineer, install pavement striping that is 6 inches in width.</p>												
<b>SUBSECTION:</b> <b>REVISION:</b>	<p>713.03.03 Paint Application. Replace the second paragraph with the following table:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Material</th> <th style="text-align: center;">Paint Application Rate</th> <th style="text-align: center;">Glass Beads Application Rate</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">4 inch waterborne paint</td> <td style="text-align: center;">Min. of 16.5 gallons/mile</td> <td style="text-align: center;">Min. of 6 pounds/gallon</td> </tr> <tr> <td style="text-align: center;">6 inch waterborne paint</td> <td style="text-align: center;">Min. of 24.8 gallons/mile</td> <td style="text-align: center;">Min. of 6 pounds/gallon</td> </tr> <tr> <td style="text-align: center;">6 inch durable waterborne paint</td> <td style="text-align: center;">Min. of 36 gallons/mile</td> <td style="text-align: center;">Min. of 6 pounds/gallon</td> </tr> </tbody> </table>	Material	Paint Application Rate	Glass Beads Application Rate	4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon	6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon	6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon
Material	Paint Application Rate	Glass Beads Application Rate											
4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon											
6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon											
6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon											
<b>SUBSECTION:</b> <b>REVISION:</b>	<p>713.03.04 Marking Removal. Replace the last sentence of the paragraph with the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.</p>												
<b>SUBSECTION:</b> <b>REVISION:</b>	<p>713.05 PAYMENT. Insert the following codes and pay items below the Pavement Striping – Permanent Paint:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Pay Item</u></th> <th style="text-align: left;"><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>23159EN</td> <td>Durable Waterborne Marking – 6 IN W</td> <td>Linear Foot</td> </tr> <tr> <td>23160EN</td> <td>Durable Waterborne Marking – 6 IN Y</td> <td>Linear Foot</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot	23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot			
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>											
23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot											
23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot											
<b>SUBSECTION:</b> <b>REVISION:</b>	<p>714.03 CONSTRUCTION. Insert the following paragraph at the end of the third paragraph:  Use Type I Tape for markings on bridge decks, JPC pavement and JPC intersections. Thermoplastic should only be used for markings on asphalt pavement.</p>												

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<b>SUBSECTION: REVISION:</b>	714.03.07 Marking Removal. Replace the third sentence of the paragraph with the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.
<b>SUBSECTION: REVISION:</b>	716.01 DESCRIPTION. Insert the following after the first sentence:  Energize lighting as soon as it is fully functional and ready for inspection. Ensure that lighting remains operational until the Division of Traffic Operations has provided written acceptance of the electrical work.
<b>SUBSECTION: REVISION:</b>	716.02.01 Roadway Lighting Materials. Replace the third sentence of the paragraph with the following:  Submit for material approval an electronic file of descriptive literature, drawings, and any requested design data.
<b>SECTION: REVISION:</b>	717 – THERMOPLASTIC INTERSECTION MARKINGS. Replace the section name with the following:  INTERSECTION MARKINGS.
<b>SUBSECTION: REVISION:</b>	717.01 DESCRIPTION: Replace the paragraph with the following:  Furnish and install thermoplastic or Type I tape intersection markings (Stop Bars, Crosswalks, Turn Arrows, etc.) Thermoplastic markings may be installed by either a machine applied, screed extrusion process or by applying preformed thermoplastic intersection marking material.
<b>SUBSECTION: REVISION:</b>	717.02 MATERIALS AND EQUIPMENT. Insert the following subsection:  717.02.06 Type I Tape. Conform to Section 836.
<b>SUBSECTION: REVISION:</b>	717.03.03 Application. Insert the following part to the subsection:  B) Type I Tape Intersection Markings. Apply according to the manufacturer’s recommendations. Cut all tape at pavement joints when applied to concrete surfaces.
<b>SUBSECTION: PART: REVISION:</b>	717.03.05 Proving Period. A) Requirements. Insert the following to this section:  2) Type I Tape. During the proving period, ensure that the pavement marking material shows no signs of failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, drippings, chipping, spalling, poor adhesion to the pavement, loss of retroreflectivity, vehicular damage, and normal wear. Type I Tape is manufactured off site and warranted by the manufacturer to meet certain retroreflective requirements. As long as the material is adequately bonded to the surface and shows no signs of failure due to the other items listed in Subsection 714.03.06 A) 1), retroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation.

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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>717.03.06 Marking Removal. Replace the third sentence of the paragraph with the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>717.05 PAYMENT. Insert the following bid item codes:</p> <table border="0" data-bbox="386 478 1453 869"> <thead> <tr> <th align="left"><u>Code</u></th> <th align="left"><u>Pay Unit</u></th> <th align="left"><u>Pay Item</u></th> </tr> </thead> <tbody> <tr> <td>06563</td> <td>Pave Marking – R/R X Bucks 16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>20782NS714</td> <td>Pave Marking Thermo – Bike</td> <td>Each</td> </tr> <tr> <td>23251ES717, 23264ES717</td> <td>Pave Mark TY I Tape X-Walk, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23252ES717, 23265ES717</td> <td>Pave Mark TY I Tape Stop Bar, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23253ES717</td> <td>Pave Mark TY I Tape Cross Hatch</td> <td>Square Foot</td> </tr> <tr> <td>23254ES717</td> <td>Pave Mark TY I Tape Dotted Lane Extension</td> <td>Linear Foot</td> </tr> <tr> <td>23255ES717</td> <td>Pave Mark TY I Tape Arrow, Type</td> <td>Each</td> </tr> <tr> <td>23268ES717-23270ES717</td> <td></td> <td></td> </tr> <tr> <td>23256ES717</td> <td>Pave Mark TY I Tape- ONLY</td> <td>Each</td> </tr> <tr> <td>23257ES717</td> <td>Pave Mark TY I Tape- SCHOOL</td> <td>Each</td> </tr> <tr> <td>23266ES717</td> <td>Pave Mark TY 1 Tape R/R X Bucks-16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>23267ES717</td> <td>Pave Mark TY 1 Tape-Bike</td> <td>Each</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Unit</u>	<u>Pay Item</u>	06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot	20782NS714	Pave Marking Thermo – Bike	Each	23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot	23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot	23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot	23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot	23255ES717	Pave Mark TY I Tape Arrow, Type	Each	23268ES717-23270ES717			23256ES717	Pave Mark TY I Tape- ONLY	Each	23257ES717	Pave Mark TY I Tape- SCHOOL	Each	23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot	23267ES717	Pave Mark TY 1 Tape-Bike	Each
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>805.01 GENERAL. Replace the second paragraph with the following:  The Department’s List of Approved Materials includes the Aggregate Source List, the list of Class A and Class B Polish-Resistant Aggregate Sources, and the Concrete Restriction List.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>805.04 CONCRETE. Replace the “AASHTO T 160” reference in first sentence of the third paragraph with “KM 64-629”</p>																																							
<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE. AGGREGATE SIZE USE Cement Concrete Structures and Incidental Construction Replace “9-M for Waterproofing Overlays” with “8 or 9-M for Waterproofing Overlays”</p>																																							

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**SUBSECTION:** 805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.  
**REVISION:** Replace the "SIZES OF COARSE AGGREGATES" table in with the following:

SIZES OF COARSE AGGREGATES																			
Aggregate Size	Sieve	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT																	
		Nominal <sup>(3)</sup> Maximum Aggregate Size	4 inch	3 1/2 inch	3 inch	2 1/2 inch	2 inch	1 1/2 inch	1 inch	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 100	No. 200	
1	3 1/2 inch	100	90-100			25-60		0-15				0-5							
2	2 1/2 inch				100	90-100		35-70	0-15			0-5							
23	2 inch				100			40-90				0-15							
3	2 inch					100		90-100				0-15							
357	2 inch					100		95-100				35-70							
4	1 1/2 inch						100	90-100				20-55	0-15						
467	1 1/2 inch						100	95-100				35-70							
5	1 inch						100	90-100				20-55	0-10						
57	1 inch						100	95-100				25-60							
610	1 inch						100	85-100				40-75							
67	3/4 inch							100	90-100			20-55	0-10						
68	3/4 inch							100	90-100			30-65	5-25						
710	3/4 inch							100	80-100			30-75	0-30						
78	1/2 inch								100			40-75	5-25						
8	3/8 inch								100			85-100	10-30	0-10					
9-M	3/8 inch											75-100	0-25	0-5					
10 <sup>(2)</sup>	No. 4											100	85-100						
11 <sup>(2)</sup>	No. 4											100	40-90	10-40					
DENSE GRADED AGGREGATE <sup>(2)</sup>	3/4 inch								100			70-100							4-13
CRUSHED STONE BASE <sup>(1)</sup>	1 1/2 inch					100						60-95							5-20

<sup>(1)</sup> Gradation performed by wet sieve KM 64-620 or AASHTO T 11/T 27.  
<sup>(2)</sup> Sizes shown for convenience and are not to be considered as coarse aggregates.  
<sup>(3)</sup> Nominal Maximum Size is the largest sieve on the gradation table for an aggregate size on which any material may be retained.  
 Note: The Department will allow blending of same source/same type aggregate when precise procedures are used such as cold feed, belt, or equivalent and combining of sizes or types of aggregate using the weigh hopper at concrete plants or controlled feed belts at the pugmill to obtain designated sizes.

**Supplemental Specifications to The Standard Specifications  
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(Effective with the April 23, 2010 Letting)

<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>805.16 SAMPLING AND TESTING. Replace the "AASHTO T 160" method with the "KM 64-629" method for the Concrete Beam Expansion Test.  Replace the "ASTM D 3042" method with the "KM 64-625" method for Insoluble Residue.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>810.04.01 Coating Requirements. Replace the "Subsection 806.07" references with "Subsection 806.06"</p>						
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>810.06.01 Polyvinyl Chloride (PVC) Pipe. B) Culvert and Entrance Pipe. Replace the title with the following:  B) Culvert Pipe, Storm Sewer, and Entrance Pipe.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>837.03 APPROVAL. Replace the last sentence with the following:  The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>837.03.01 Composition. COMPOSITION Table: Replace  <table border="1" data-bbox="391 995 1292 1031"> <tr> <td>Lead Chromate</td> <td>0.0 max.</td> <td>4.0 min.</td> </tr> </table> with  <table border="1" data-bbox="391 1052 1292 1087"> <tr> <td>Heavy Metals Content</td> <td colspan="2">Comply with 40 CFR 261</td> </tr> </table> </p>	Lead Chromate	0.0 max.	4.0 min.	Heavy Metals Content	Comply with 40 CFR 261	
Lead Chromate	0.0 max.	4.0 min.					
Heavy Metals Content	Comply with 40 CFR 261						
<p><b>SECTION:</b> <b>REVISION:</b></p>	<p>DIVISION 800 MATERIAL DETAILS Add the following section in Division 800  <b>SECTION 846 – DURABLE WATERBORNE PAINT</b>  <b>846.01 DESCRIPTION.</b> This section covers quick-drying durable waterborne pavement striping paint for permanent applications. The paint shall be ready-mixed, one-component, 100% acrylic waterborne striping paint suitable for application on such traffic-bearing surfaces as Portland cement concrete, bituminous cement concrete, asphalt, tar, and previously painted areas of these surfaces.  <b>846.02 Approval.</b> Select materials that conform to the composition requirements below. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content. Submit initial samples for approval before beginning striping operations. The initial sample may be sent from the manufacture of the paint. The Department will randomly sample and evaluate the paint each week that the striping operations are in progress.  The non-volatile portion of the vehicle shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.</p>						

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PAINT COMPOSITION		
Property and Test Method	Yellow	White
Daytime Color (CIELAB) Spectrophotometer using illuminant D65 at 45° illumination and 0° viewing with a 2° observer	L* 81.76 a* 19.79 b* 89.89 Maximum allowable variation 2.0• E*	L* 93.51 a* -1.01 b* 0.70 Maximum allowable variation 2.0• E*
Nighttime Color (CIELAB) Spectrophotometer using illuminant A at 45° illumination and 0° viewing with a 2° observer	L* 86.90 a* 24.80 b* 95.45 Maximum allowable variation 2.0• E*	L* 93.45 a* -0.79 b* 0.43 Maximum allowable variation 2.0• E*
Heavy Metals Content	Comply with 40 CFR 261	Comply with 40 CFR 261
Titanium Dioxide ASTM D 4764	NA	10% by weight of pigment min.
VOC ASTM D 2369 and D 4017	1.25 lb/gal max.	1.25 lb/gal max.
Contrast Ratio (at 15 mils wft)	0.97	0.99

**846.02.01 Manufacturers Certification.** Provide a certification of analysis for each lot of traffic paint produced stating conformance to the requirements of this section. Report the formulation identification, traffic paint trade name, color, date of manufacturer, total quantity of lot produced, actual quantity of traffic paint represented, sampling method utilized to obtain the samples, and data for each sample tested to represent each lot produced.

**846.03 ACCEPTANCE PROCEDURES FOR NON-SPECIFICATION DURABLE WATERBORNE PAVEMENT STRIPING PAINT.** When non-specification paint is inadvertently incorporated into the work the Department will accept the material with a reduction in pay. The percentage deduction is cumulative based on its compositional properties, but will not exceed 60 percent. The Department will calculate the payment reduction on the unit bid price for the routes where the non-specification paint was used.

DURABLE WATERBORNE PAVEMENT STRIPING PAINT REDUCTION SCHEDULE						
Non-conforming Property	Resin	Color	Contrast	TiO <sub>2</sub>	VOC	Heavy Metals Content
Reduction Rate	60%	10%	10%	10%	60%	60%

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

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

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

### **2.0 MATERIALS.**

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

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

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

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

- 11) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 12) Provide a photocell control to provide automatic dimming.
- 13) Allow an on-off flashing sequence at an adjustable rate.
- 14) Provide a sight to aim the message.
- 15) Provide a LED display color of approximately 590 nm amber.
- 16) Provide a controller that is password protected.
- 17) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 18) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/***0 FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

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

**2.3 Requirements for Flip-Disc Type Signs.** Flip-disc type signs will have the following additional requirements:

- 1) Disc faces are fluorescent yellow on one side, and flat black on the reverse.
- 2) Discs are at least 3.5 square inches with a minimum character size of 5 discs horizontally by 7 discs vertically.
- 3) Discs are designed to operate without lubrication for at least 200 million operations.
- 4) Line change speed of 600 milliseconds or less.
- 5) When power is lost, the sign automatically becomes blank or displays a preprogrammed default message.

**2.4 Power.**

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.
- 2) Diesel Power Source. Ensure the following is provided for:
  - a) At least 24 spare bulbs available on the project for quick replacement of burned out bulbs.
  - b) Black light at both top and bottom of each line to illuminate discs for visibility at night or under adverse weather conditions, for flip disk signs.

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- c) Diesel generator and electric start assembly, including batteries and a fuel capacity adequate to provide at least 72 hours continuous operation without refueling.
- d) Fuel gage.
- e) Provide all other specific features, such as bulb size, protection from sun glare, and shock protection for electronics and bulbs, to the satisfaction of the Engineer.

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

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

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

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

**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

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

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

January 5, 2010

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**SPECIAL NOTE FOR MATERIAL TRANSFER VEHICLE**

This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

**1.0 DESCRIPTION.** Provide and use a Material Transfer Vehicle (MTV) to place asphalt mixtures.

**2.0 MATERIALS AND EQUIPMENT.** In addition to the equipment specified in Subsection 403.02, provide a MTV with the following minimum characteristics:

- 1) A system to independently deliver asphalt mixtures from the hauling equipment to the paving equipment;
- 2) A high capacity truck unloading system, capable of 600 tons per hour, that will receive asphalt mixtures from the hauling equipment;
- 3) A minimum combined capacity, including the MTV storage bin and paver hopper, of 25 tons of asphalt mixture;
- 4) An auger system in the storage bin to continuously blend the asphalt mixture prior to discharge to the conveyor system; and
- 5) A discharge conveyor, with the ability to swivel, to deliver the mixture to the paving spreader while allowing the MTV to operate from an adjacent lane.

**3.0 CONSTRUCTION.** When constructing driving lanes, use a MTV to place asphalt mixtures. When the Engineer determines the use of the MTV is not practical for a portion of the project he may waive its requirement for that portion.

**4.0 MEASUREMENT.**

**4.1 Asphalt Placement with MTV.** The Department will not measure the MTV for payment and will consider its use incidental to the asphalt mixture.

**4.2 Asphalt Mixture.** The Department will measure the quantity according to Section 402.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
----	Asphalt Mixture, Type	Ton

March 12, 2008

## SPECIAL NOTE FOR ROCK BLASTING

**1.0 DESCRIPTION.** This work consists of fracturing rock and constructing stable final rock cut faces using presplit blasting and production blasting techniques.

**2.0 MATERIALS.** Deliver, store, and use explosives according to the manufacturer's recommendations and applicable laws. Do not use explosives outside their recommended use date. Verify date of manufacture and provide copies of the technical data sheets (TDS) and material safety data sheets (MSDS) to the Engineer. Explosives and initiating devices include, but are not necessarily limited to, dynamite and other high explosives, slurries, water gels, emulsions, blasting agents, initiating explosives, detonators, blasting caps, and detonating cord.

**3.0 CONSTRUCTION.** Furnish copies or other proof of all-applicable permits and licenses. Comply with Federal, State, and local regulations on the purchase, transportation, storage, and use of explosive material. Regulations include but are not limited to the following:

- 1) KRS 351.310 through 351.9901.
- 2) 805 KAR 4:005 through 4:165
- 3) Applicable rules and regulations issued by the Office of Mine Safety and Licensing.
- 4) Safety and health. OSHA, 29 CFR Part 1926, Subpart U.
- 5) Storage, security, and accountability. Bureau of Alcohol, Tobacco, and Firearms (BATF), 27 CFR Part 181.
- 6) Shipment. DOT, 49 CFR Parts 171-179, 390-397.

**3.1 Blaster-in-Charge.** Designate in writing a blaster-in-charge and any proposed alternates for the position. Submit documentation showing the blaster-in-charge, and alternates, have a valid Kentucky blaster's license. Ensure the blaster-in-charge or approved alternate is present at all times during blasting operations.

**3.2 Blasting Plans.** Blasting plans and reports are for quality control and record keeping purposes. Blasting reports are to be signed by the blaster-in-charge or the alternate blaster-in-charge. The general review and acceptance of blasting plans does not relieve the Contractor of the responsibility whatsoever for conformance to regulations or for obtaining the required results.

**A) General Blasting Plan.** Submit a general blasting plan for acceptance at least 15 working days before drilling operations begin. Include, as a minimum, the following safety and procedural details:

- 1) Working procedures and safety precautions for storing, transporting, handling, detonating explosives. Include direction on pre and post blast audible procedures, methods of addressing misfires, and methods of addressing inclement weather, including lightning.
- 2) Proposed product selection for both dry and wet holes. Furnish Manufacturer's TDS and MSDS for all explosives, primers, initiators, and other blasting devices.
- 3) Proposed initiation and delay methods.

- 4) Proposed format for providing all the required information for the site specific blasting shot reports.

**B) Preblast Meeting.** Prior to drilling operations, conduct a preblast meeting to discuss safety and traffic control issues and any site specific conditions that will need to be addressed. Ensure, at a minimum, that the Engineer or lead inspector, Superintendent, blaster-in-charge, and all personnel involved in the blasting operation are present. Site specific conditions include blast techniques; communication procedures; contingency plans and equipment for dealing with errant blast material. The conditions of the General Blasting plan will be discussed at this meeting. Record all revisions and additions made to the blasting plan and obtain written concurrence by the blaster-in-charge. Provide a copy of the signed blast plan to the Engineer along with the sign in sheet from the preblast meeting.

**3.3 Preblast Condition Survey and Vibration Monitoring and Control.** Before blasting, arrange for a preblast condition survey of nearby buildings, structures, or utilities, within 500 feet of the blast or that could be at risk from blasting damage. Provide the Engineer a listing of all properties surveyed and any owners denying entry or failing to respond. Notify the Engineer and occupants of buildings at risk at least 24 hours before blasting.

Limit ground vibrations and airblast to levels that will not exceed limits of 805 KAR 4:005 through 4:165. More restrictive levels may be specified in the Contract.

Size all blast designs based on vibration, distance to nearest building or utility, blast site geometry, atmospheric conditions and other factors. Ground vibrations are to be controlled according to the blasting standards and scaled distance formulas in 805 KAR 4:020 or by the use of seismographs as allowed in 805 KAR 4:030. The Department will require seismographs at the nearest allowable location to the protected site when blasting occurs within 500 feet of buildings, structures, or utilities.

**3.4 Blasting.** Drill and blast at the designated slope lines according to the blasting plan. Perform presplitting to obtain smooth faces in the rock and shale formations. Perform the presplitting before blasting and excavating the interior portion of the specified cross section at any location. The Department may allow blasting for fall benches and haul roads prior to presplitting when blasting is a sufficient distance from the final slope and results are satisfactory to the Engineer. Use the types of explosives and blasting accessories necessary to obtain the required results.

Free blast holes of obstructions for their entire depth. Place charges without caving the blast hole walls. Stem the upper portion of all blast holes with dry sand or other granular material passing the 3/8-inch sieve. Dry drill cuttings are acceptable for stemming when blasts are more than 800 feet from the nearest dwelling.

Stop traffic during blasting operations when blasting near any road and ensure traffic does not pass through the Danger Zone. The blaster-in-charge will define the Danger Zone prior to each blast. Ensure traffic is stopped outside the Danger Zone, and in no case within 800 feet of the blast location.

Following a blast, stop work in the entire blast area, and check for misfires before allowing worker to return to excavate the rock.

Remove or stabilize all cut face rock that is loose, hanging, or potentially dangerous. Leave minor irregularities or surface variations in place if they do not create a hazard. Drill the next lift only after the cleanup work and stabilization work is complete.

When blasting operations cause fracturing of the final rock face, repair or stabilize it in an approved manner at no cost to the Department.

Halt blasting operations in areas where any of the following occur:

- 1) Slopes are unstable;
- 2) Slopes exceed tolerances or overhangs are created;
- 3) Backslope damage occurs;
- 4) Safety of the public is jeopardized;
- 5) Property or natural features are endangered;
- 6) Fly rock is generated; or
- 7) Excessive ground or airblast vibrations occur in an area where damage to buildings, structures, or utilities is possible.
- 8) The Engineer determines that materials have become unsuitable for blasting

Blasting operations may continue at a reasonable distance from the problem area or in areas where the problems do not exist. Make the necessary modifications to the blasting operations and perform a test blast to demonstrate resolution of the problem.

**A) Drill Logs.** Maintain a layout drawing designating hole numbers with corresponding drill logs and provide a copy of this information to the blaster prior to loading the hole. Ensure the individual hole logs completed by the driller(s) show their name; date drilled; total depth drilled; and depths and descriptions of significant conditions encountered during drilling that may affect loading such as water, voids, changes in rock type.

**B) Presplitting.** Conduct presplitting operations in conformance with Subsection 204.03.04 of the Standard Specifications for Road and Bridge Construction.

**3.5 Shot Report.** Maintain all shot reports on site for review by the Department. Within one day after a blast, complete a shot report according to the record keeping requirements of 805 KAR 4:050. Include all results from airblast and seismograph monitoring.

**3.6 Unacceptable Blasting.** When unacceptable blasting occurs, the Department will halt all blasting operations. Blasting will not resume until the Department completes its investigation and all concerns are addressed. A blast is unacceptable when it results in fragmentation beyond the final rock face, fly rock, excessive vibration or airblast, overbreak, damage to the final rock face or overhang. Assume the cost for all resulting damages to private and public property and hold the Department harmless.

When an errant blast or fly rock causes damage to or blocks a road or conveyance adjacent to the roadway, remove all debris from the roadway as quickly as practicable and perform any necessary repairs. Additionally, when specified in the Contract, the Department will apply a penalty.

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**4.0 MEASUREMENT AND PAYMENT.** The Department will not measure this work for payment and will consider all items contained in this note to be incidental to either Roadway Excavation or Embankment-in-Place, as applicable. However, if the Engineer directs in writing slope changes, then the Department will pay for the second presplitting operation as Extra Work.

The Department will measure for payment material lying outside the typical section due to seams, broken formations, or earth pockets, including any earth overburden removed with this material, only when the work is performed under authorized adjustments.

The Department will not measure for payment any extra material excavated because of the drill holes being offset outside the designated slope lines.

The Department will not measure for payment any material necessary to be removed due to the inefficient or faulty blasting practices.

May 6, 2008

### **SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES**

This Special Provision will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

**1.0 DESCRIPTION.** Construct a soil, granular, or rock embankment with granular or cohesive pile core and place structure granular backfill, as the Plans require. Construct the embankment according to the requirements of this Special Provision, the Plans, Standard Drawing RGX 100 and 105, and the 2008 Standard Specifications.

#### **2.0 MATERIALS.**

**2.1 Granular Embankment.** Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.03.04, use the Special Construction Methods found in 3.2 of the Special Provision.

**2.2 Rock Embankment.** Provide durable rock from roadway excavation that consists principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.

**2.3 Granular Pile Core.** Select a gradation of durable rock to facilitate pile driving that conforms to Subsection 805.11. If granular pile core material hinders pile driving operations, take appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

**2.4 Cohesive Pile Core.** Conform to Section 206 of the Standard Specifications and use soil with at least 50 percent passing a No. 4 sieve having a minimum Plasticity Index (PI) of 10. In addition, keep the cohesive pile core free of boulders, larger than 6 inches in any dimension, or any other obstructions, which would interfere with drilling operations. If cohesive pile core material interferes with drilling operations, take appropriate means necessary to maintain excavation stability, at no expense to the Department.

**2.5 Structure Granular Backfill.** Conform to Subsection 805.11

**2.6 Geotextile Fabric.** Conform to Type I or Type IV in Section 214 and 843 as required in the plans.

#### **3.0 CONSTRUCTION.**

**3.1 General.** Construct roadway embankments at end bents according to Section 206 and in accordance with the Special Provision, the Plans, and Standard Drawings for the full embankment section. In some instances, granular or rock embankment will be required for embankment construction for stability purposes, but this special provision does not prevent the use of soil when appropriate. Refer to the plans for specific details regarding material requirements for embankment construction.

Place and compact granular or cohesive pile core, soil, granular or rock embankment, and structure granular backfill according to the applicable density requirements for the project. When constructing granular or rock embankments, use granular pile core for driven pile foundations and use cohesive pile core for pre-drilled pile or drilled shaft foundations. Place geotextile fabric, Type IV between cohesive pile core and structure granular backfill and granular or rock embankment.

When granular or rock embankment is required for embankment construction, conform to the general requirements of Subsection 206.03.02 B). In addition, place the material in no greater than 2-foot lifts and compact with a vibrating smooth wheel roller capable of producing a minimum centrifugal force of 15 tons. Apply these requirements to the full width of the embankment for a distance of half the embankment height or 50 feet, whichever is greater, as shown on Standard Drawing RGX-105.

When using granular pile core, install 8-inch perforated underdrain pipe at or near the elevation of the original ground in the approximate locations depicted on the standard drawing, and as the Engineer directs, to ensure positive drainage of the embankment. Wrap the perforated pipe with a fabric of a type recommended by the pipe manufacturer.

After constructing the embankment, excavate for the end bent cap, drive piling or install shafts, place the mortar bed, construct the end bent, and complete the embankment to finish grade according to the construction sequence shown on the Plans or Standard Drawings and as specified hereinafter.

After piles are driven or shafts installed (see design drawings), slope the bottom of the excavation towards the ends of the trench as noted on the plans for drainage. Using a separate pour, place concrete mortar, or any class concrete, to provide a base for forming and placing the cap. Place side forms for the end bent after the mortar has set sufficiently to support workmen and forms without being disturbed.

Install 4-inch perforated pipe in accordance with the plans and Standard Drawings. In the event slope protection extends above the elevation of the perforated pipe, extend the pipe through the slope protection.

After placing the end bent cap and removing adjacent forms, fill the excavation with structure granular backfill material to the level of the berm prior to placing beams for the bridge. For soil embankments, place Type IV geotextile fabric between embankment material and structure granular backfill. After completing the end bent backwall, or after completing the span end wall, place the structure granular backfill to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation. Place Geotextile Fabric, Type IV over the surface of structure granular backfill prior to placing aggregate base course.

Tamp the backfill with hand tampers, pneumatic tampers, or other means the Engineer approves. Thoroughly compact the backfill under the overhanging portions of the structure to ensure that the backfill is in intimate contact with the sides of the structure.

Do not apply seeding, sodding, or other vegetation to the exposed granular embankment.

**3.2 Special Construction Methods.** Erodible or unstable materials may erode even when protected by riprap or channel lining; use the special construction method described below when using these materials.

Use fine aggregates or friable sandstone granular embankment at "dry land" structures only. Do not use them at stream crossings or locations subject to flood waters.

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the end bent. Cover the fabric with at least 12 inches of non-erodible material.

For erodible or unstable materials having less than 50 percent passing a No. 4 sieve, cover with at least 12 inches of non-erodible material.

Where erodible or unstable granular embankment will be protected by riprap or channel lining, place geotextile fabric between the embankment and the specified slope protection.

#### **4.0 MEASUREMENT.**

**4.1 Granular Embankment.** The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment any Granular Embankment that is not called for in the plans.

The Department will not measure for payment any special construction caused by using erodible or unstable materials and will consider it incidental to the Granular Embankment regardless of whether the erodible or unstable material was specified or permitted.

**4.2 Rock Embankment.** The Department will not measure for payment any rock embankment and will consider it incidental to roadway excavation or embankment in place, as applicable. (embankments requiring rock with none present within project excavation limits will be constructed using granular embankment)

**4.3 Granular Pile Core.** The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment furnishing and placing 8-inch perforated underdrain pipe and will consider it incidental to the Granular pile core. The Department will not measure for payment any granular pile core that is necessary because the contractor elects to use granular or rock embankment when it is not specified in the plans.

**4.4 Cohesive Pile Core.** The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204.

**4.5 Structure Granular Backfill.** The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will consider it incidental to the work.

When following construction sequence “A”, as shown on the Standard Drawings, the Department will not measure structure excavation at the end bent for payment and will consider it incidental to Structure Granular Backfill.

The Department will not measure for payment the 4-inch perforated underdrain pipe and will consider it incidental to the Structure Granular Backfill.

**4.6 Geotextile Fabric.** The Department will measure the quantities as specified in Section 214. The Department will not measure the quantity of fabric used for separating granular or rock embankment and cohesive pile core and will consider it incidental to cohesive pile core.

**4.7 End Bent.** The Department will measure the quantities according to the Contract. The Department will not measure furnishing and placing the 2-inch mortar or concrete bed for payment and will consider it incidental to the end bent construction.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02223	Granular Embankment	Cubic Yards
20209EP69	Granular Pile Core	Cubic Yards
20210EP69	Cohesive Pile Core	Cubic Yards

69

02231	Structure Granular Backfill	Cubic Yards
02596, 02599	Geotextile Fabric, Type	See Section 214

The Department will consider payment as full compensation for all work required in this provision.

April 24, 2008

**PART III**

**EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

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

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

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

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

#### 6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

**8. 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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

**5. 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.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as 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 SHA contracting officer 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.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontractor shall be submitted.

**VII. SUBLETTING OR ASSIGNING THE CONTRACT**

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

**VIII. SAFETY: ACCIDENT PREVENTION**

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 SHA 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. 333).

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. 333).

**IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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, the following notice 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:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

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 not more than \$10,000 or imprisoned not more than 5 years or both."*

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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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**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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.

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

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 participation in this transaction 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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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(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 his or her bid or proposal that he or she 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.

**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 (between forty and seventy); 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 (between forty and seventy). 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, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin 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 (between forty and seventy), in admission to, or employment in any program established to

provide apprenticeship or other training.

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

REVISED: 12-3-92

## 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 (6) provides:

No present or former public servant shall, within six (6) months of 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 the state in matters in which he was directly involved during 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, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved 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.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, 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, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
**TRAINING SPECIAL PROVISIONS**

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under these special provisions and in this contract is shown in "Special Notes Applicable to Project" in the bid proposal.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction the contractor shall submit to the Kentucky Transportation Cabinet, Department of Highways for its approval, an acceptable training program on forms provided by the Cabinet indicating the number of trainees to be trained in each selected classification. Failure to provide the Cabinet with the proper documentation evidencing an acceptable training program prior to commencing construction shall cause the Cabinet to suspend the operations of the contractor with (if applicable) working days being charged as usual against the contract time or (if applicable), no additional contract time being granted for the suspension period. The Cabinet will not be liable for the payment of any work performed during the suspension period due to the failure of the contractor to provide an acceptable training program. Said suspension period shall be terminated when an acceptable training program is received by the Cabinet. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Kentucky Transportation Cabinet, Department of Highways and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed for each hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
<b><u>CRAFTS:</u></b>	
Breckinridge County:	
Bricklayers.....	26.47..... 12.28
Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer and Trimble Counties:	
Bricklayers.....	24.11..... 9.97
Bracken, Gallatin, Grant, Mason and Robertson Counties:	
Bricklayers.....	26.12..... 9.73
Boyd, Carter, Elliott, Fleming, Greenup, Lewis and Rowan Counties:	
Bricklayers.....	26.82..... 15.30
Anderson, Bath, Bourbon, Boyle, Clark, Fayette, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Owen, Scott, Washington and Woodford Counties:	
Bricklayers (Layout Men) .....	24.36..... 9.97
Bricklayers.....	24.11..... 9.97
Refractory/Acid Brick/Glass.....	24.61..... 9.97
All Counties	
Carpenters: .....	24.84..... 10.23
Divers.....	37.64..... 10.23
Piledrivermen.....	25.09..... 10.23
Bracken and Grant Counties:	
Millwrights .....	27.55..... 15.39
Anderson, Bath, Bourbon, Boyle, Clark, Fayette, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Owen, Scott and Woodford Counties:	
Millwrights .....	22.95..... 13.50
Boyd, Carter, Elliott, Fleming, Greenup, Lewis, Mason, Robertson, and Rowan Counties:	
Millwrights .....	30.60..... 13.78
Breckinridge, Bullitt, Carroll, Gallatin, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:	
Millwrights .....	24.18..... 15.64
Bracken, Gallatin and Grant Counties:	
Electricians .....	26.11..... 13.32
Sound Communications:	
Technician .....	20.45..... 6.95

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COMPLIANCE SECTION  
PROJECT WAGE RATES**

<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
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**CRAFTS:** (continued)

Boyd, Carter, Elliott and Rowan Counties:

Electricians:

Cable Splicers .....	32.68.....	18.13
Electricians .....	31.12.....	18.08

Anderson, Bath, Bourbon, Boyle, Breckinridge, Bullitt, Carroll, Clark, Fayette, Franklin, Grayson, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Madison, Marion, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties:

Electricians .....	28.30.....	12.55
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Fleming, Greenup, Lewis and Mason Counties:

Electricians .....	30.79.....	11.88
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Bourbon (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); Carroll (Eastern third, including the Township of Ghent); Fleming (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Peckstridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

Nicholas (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); Owen (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); Scott (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) & Bracken, Gallatin, Grant, Harrison & Robertson Counties:

Ironworkers:

Fence Erector .....	23.55.....	16.72
Structural.....	26.17.....	16.72

Bourbon (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris); Carroll (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville); Clark (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte); Owen (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill); Scott (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stamping Ground & Woodlake); Anderson, Boyle, Breckinridge, Bullitt, Fayette, Franklin, Grayson, Hardin, Henry, Jefferson,

**TRANSPORTATION CABINET  
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<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
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**CRAFTS:** (continued)

Jessamine, Larue, Madison, Marion, Meade, Mercer, Nelson, Oldham, Shelby, Spencer, Trimble, Washington & Woodford Counties:

Ironworkers..... 24.78..... 17.04

Bourbon (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); Carroll (Eastern third, including the Townships of Ghent); Fleming (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksrige, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington); Nicholas (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); Owen (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); Scott (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall); Bracken, Gallatin, Grant, Harrison & Robertson Counties:

Ironworkers:

Up to and including 30- mile radius of Hamilton County, Ohio Courthouse..... 26.20.....16.70  
Beyond 30- mile radius of Hamilton County, Ohio Courthouse ..... 26.45.....16.70

Clark (Eastern third, including Townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); Fleming (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksrige, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); Nicholas (Eastern eighth, including the Township of Moorefield Sprout); Bath, Boyd, Carter, Elliott, Greenup, Lewis, Montgomery & Rowan Counties:

Ironworkers:

Zone 1 ..... 28.38..... 17.37  
Zone 2 ..... 28.78..... 17.37  
Zone 3 ..... 30.38..... 17.37

Zone 1 - Up to 10 mi. radius of union hall, Ashland, KY, 1643 Greenup Avenue;  
Zone 2 - 10 to 50 mi. radius of union hall;  
Zone 3 - 50 mi. radius and beyond.

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
<b><u>CRAFTS:</u></b> (continued)	
Anderson, Breckinridge, Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:	
Painters:	
Brush & Roller .....	18.50..... 9.84
Spray, Sand Blast, Power Tools, Water Blast & Steam Cleaning.....	19.50..... 9.84
Bracken, Gallatin, Grant, Mason, and Owen Counties:	
Painters:	
(Heavy and Highway Bridges- Guardrails-Lightpoles-Striping):	
Bridge/Equipment Tender and Containment Builder .....	20.49..... 6.83
Brush and Roller .....	23.10..... 6.83
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	
	24.10..... 6.83
Sand Blasting & Water Blasting .....	23.85..... 6.83
Spray .....	23.60..... 6.83
Bath, Bourbon, Boyle, Clark, Fayette, Fleming, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Robertson, Scott and Woodford Counties	
Painters:	
Brush & Roller .....	21.30..... 5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	
	22.30..... 5.90
Sandblasting & Waterblasting .....	22.05..... 5.90
Spray .....	21.80..... 5.90
Bridge/Equipment Tender and/or Containment Builder .....	
	18.90..... 5.90
Boyd, Carter, Elliott, Greenup, Lewis and Rowan Counties	
Painters:	
Bridges .....	27.83..... 10.00
All Other Work.....	24.83..... 10.00

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
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**CRAFTS:** (continued)

Breckinridge, Bullitt, Carroll (Western Half), Franklin (Western three-fourths), Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:

Plumber ..... 30.00 ..... 14.17

Boyd, Carter, Elliott, Greenup, Lewis and Rowan Counties:

Plumbers and Steamfitters ..... 30.45 ..... 14.57

Bracken, Carroll (Eastern Half), Gallatin, Grant, Mason, Owen and Robertson Counties:

Pipefitters and Plumbers ..... 28.39 ..... 14.30

**LABORERS:**

Bath, Bourbon, Boyd, Boyle, Bracken, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Greenup, Harrison, Jessamine, Lewis, Madison, Mason, Mercer, Montgomery, Nicholas, Owen, Robertson, Rowan, Scott, & Woodford Counties:

GROUP 1 - Aging and 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 and Hazardous Waste - Level D, Flagperson, Grade Checker, Hand Digging and Hand Back Filling, Highway Marker Placer, Landscaping Mesh Handler and Placer, Puddler, Railroad, Rip-Rap and Grouter, Right-of-Way Sign, Guard rail and Fence Installer, Signal Person, Sound Barrier Installer, Storm and Sanitary Sewer, Swamper, Truck Spotter and Dumper, and Wrecking of Concrete Forms, General Cleanup.

**BASE RATE** ..... 20.36

**FRINGE BENEFITS** ..... 9.90

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

**BASE RATE** ..... 20.61

**FRINGE BENEFITS** ..... 9.90

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

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**LABORERS:** (continued)

GROUP 3 - Asphalt Luteman and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (Free Air) and Water Blaster.

**BASE RATE** ..... 20.66  
**FRINGE BENEFITS** ..... 9.90

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

**BASE RATE** ..... 21.26  
**FRINGE BENEFITS** ..... 9.90

**LABORERS:**

Anderson, Bullitt, Carroll, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble & Washington Counties:

GROUP 1 - Aging and 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 and Hazardous Waste - Level D, Flagperson, Grade Checker, Hand Digging and Hand Back Filling, Highway Marker Placer, Landscaping Mesh Handler and Placer, Puddler, Railroad, Rip-Rap and Grouter, Right-of-Way Sign, Guardrail and Fence Installer, Signal Person, Sound Barrier Installer, Storm and Sanitary Sewer, Swamper, Truck Spotter and Dumper, and Wrecking of Concrete Forms, General Cleanup.

**BASE RATE** ..... 20.51  
**FRINGE BENEFITS** ..... 9.75

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

**BASE RATE** ..... 20.76  
**FRINGE BENEFITS** ..... 9.75

**TRANSPORTATION CABINET  
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COMPLIANCE SECTION  
PROJECT WAGE RATES**

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**LABORERS:** (continued)

GROUP 3 - Asphalt Luteman and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (Free Air) and Water Blaster.

**BASE RATE** .....20.81  
**FRINGE BENEFITS** .....9.75

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

**BASE RATE** .....21.41  
**FRINGE BENEFITS** .....9.75

**LABORERS:**

Breckinridge & Grayson Counties:

GROUP 1 - Aging and 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 and Hazardous Waste - Level D, Flagperson, Grade Checker, Hand Digging and Hand Back Filling, Highway Marker Placer, Landscaping Mesh Handler and Placer, Puddler, Railroad, Rip-Rap and Grouter, Right-of-Way Sign, Guard rail and Fence Installer, Signal Person, Sound Barrier Installer, Storm and Sanitary Sewer, Swamper, Truck Spotter and Dumper, and Wrecking of Concrete Forms, General Cleanup.

**BASE RATE** .....20.76  
**FRINGE BENEFITS** .....9.50

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

**BASE RATE** .....21.01  
**FRINGE BENEFITS** .....9.50

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

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**LABORERS:** (continued)

GROUP 3 - Asphalt Lutean and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (Free Air) and Water Blaster.

**BASE RATE** ..... 21.06  
**FRINGE BENEFITS** ..... 9.50

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

**BASE RATE** ..... 21.66  
**FRINGE BENEFITS** ..... 9.50

**TRUCK DRIVER CLASSIFICATIONS: TEAMSTERS** **BASE**  
**RATE**

GROUP 1 - Mobile Batch Truck Tender ..... 16.57

GROUP 2 - Greaser, Tire Changer and Mechanic Tender ..... 16.68

GROUP 3 - Single Axle Dump, Flatbed, Semi-trailer or Pole Trailer when used to pull building materials and equipment, Tandem Axle Dump, Distributor, Mixer and Truck Mechanic ..... 16.86

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy, Articulator Cat, 5-Axle Vehicle, Winch & A-Frame when used in transporting materials, Ross Carrier, Forklift when used to transport building materials and Pavement Breaker ..... 16.96

**FRINGE BENEFITS** ..... 7.34

**OPERATING ENGINEERS:**

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, Clamshell, Concrete Mixer (21 Cu. Ft. or Over), Concrete Paver, Truck-Mounted Concrete Pump, Core Drill, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Elevating Grader and 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,

**TRANSPORTATION CABINET  
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**OPERATING ENGINEERS:** (continued)

Mechanically Operated Laser Screed, Mechanic Welder, Mucking Machine, Motor Scraper, Orangepeel Bucket, Piledriver, Power Blade, Pumpcrete, Push Dozer, Rock Spreader Attached to Equipment, Rotary Drill, Roller (Bituminous), Scarifier, Scoopmobile, Shovel, Side Boom, Subgrader, Tailboom, Telescoping Type Forklift, Tow or Push Boat, Tower Crane (French, German and other types), Tractor Shovel and Truck Crane, Tunnel Mining Machines, Including Moles, Shields or similar types of Tunnel Mining Equipment.

**BASE RATE** ..... 24.60  
**FRINGE BENEFITS** ..... 12.65

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, Fireman & 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 Concrete Pump, Skid Steer Machine with all attachments, Switchman or Brakeman, Throttle Valve Person, Tractair and Road Widening Trencher, Tractor (50 H.P. or over), Truck Crane Oiler, Tugger, Welding Machine, Well Points and Whirley Oiler.

**BASE RATE** ..... 22.18  
**FRINGE BENEFITS** ..... 12.65

All off road material handling equipment, including Articulating Dump Trucks, Greaser on Grease facilities servicing heavy equipment.

**BASE RATE** ..... 22.56  
**FRINGE BENEFITS** ..... 12.65

Bituminous Distributor, Burlap and 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.) and Vibrator.

**BASE RATE** ..... 21.92  
**FRINGE BENEFITS** ..... 12.65

Cranes - with Booms 150 ft. and over (including jib), and where the length of the Boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate.

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Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

WELDERS - Receive rate for craft in which welding is incidental.

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

These rates are listed pursuant to Kentucky Determination No. CR-09-III HWY dated July 1, 2009 and/or Federal Decision Number KY20100027 dated March 12, 2010 modification #0 dated March 12, 2010.

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.

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**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.

Ryan Griffith, Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
10.8%	6.9%

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

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

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

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

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

**PART IV**  
**INSURANCE**

**INSURANCE  
(Railroad Involvement)**

The Contractor shall carry the following insurance in addition to the insurance required by law:

1. Contractor's Public Liability Insurance not less than \$100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than \$300,000.00 for damages arising out of bodily injuries to or death to two or more persons.
2. Contractor's Property Damages Liability Insurance. Not less than \$100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000.00 for all damages during the policy period.
3. Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
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. 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.
6. RAILROAD PROTECTIVE LIABILITY INSURANCE. The policy shall name the railroad as the Named Insured and the limit of liability shall be not less than \$5,000,000 combined single limit for Bodily Injury and Property Damage per occurrence, subject to a \$10,000,000 aggregate limit per annual policy period. If the project involves a rail facility where passenger trains operate, the insurance limits required that are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. The original of this policy must be submitted for the railroad's approval and filing prior to the commencement of work on this project.

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

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SECTION 0001 ROADWAY						
0010	00001	DGA BASE	184,162.000	TON		
0020	00018	DRAINAGE BLANKET-TYPE II-ASPH	43,355.000	TON		
0030	00078	CRUSHED AGGREGATE SIZE NO 2	73.000	TON		
0040	00100	ASPHALT SEAL AGGREGATE	339.200	TON		
0050	00190	LEVELING & WEDGING PG64-22	7,793.000	TON		
0060	00205	CL3 ASPH BASE 1.50D PG64-22	3,556.000	TON		
0070	00214	CL3 ASPH BASE 1.00D PG64-22	65,821.000	TON		
0080	00217	CL4 ASPH BASE 1.00D PG64-22	43,606.000	TON		
0090	00219	CL4 ASPH BASE 1.00D PG76-22	33,871.000	TON		
0100	00291	EMULSIFIED ASPHALT RS-2	40.800	TON		
0110	00339	CL3 ASPH SURF 0.38D PG64-22	8,351.000	TON		
0120	00342	CL4 ASPH SURF 0.38A PG76-22	10,958.000	TON		
0130	00358	ASPHALT CURING SEAL	156.500	TON		
0140	00440	ENTRANCE PIPE-15 IN	28.000	LF		
0150	00461	CULVERT PIPE-15 IN	28.000	LF		
0160	00462	CULVERT PIPE-18 IN	99.000	LF		
0170	00462	CULVERT PIPE-18 IN RCP	98.000	LF		
0180	00464	CULVERT PIPE-24 IN RCP	118.000	LF		
0190	00469	CULVERT PIPE-42 IN RCP	14.000	LF		
0200	00522	STORM SEWER PIPE-18 IN	986.000	LF		

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0210	00524	STORM SEWER PIPE-24 IN	1,697.000	LF		
0220	00526	STORM SEWER PIPE-30 IN	824.000	LF		
0230	00528	STORM SEWER PIPE-36 IN	911.000	LF		
0240	00552	STORM SEWER PIPE-18 IN EQUIV	78.000	LF		
0250	01000	PERFORATED PIPE-4 IN	22,267.000	LF		
0260	01001	PERFORATED PIPE-6 IN	22,234.000	LF		
0270	01010	NON-PERFORATED PIPE-4 IN	2,257.000	LF		
0280	01011	NON-PERFORATED PIPE-6 IN	166.000	LF		
0290	01015	INSPECT & CERTIFY EDGE DRAIN SYSTEM	( 1.00)	LS		
0300	01020	PERF PIPE HEADWALL TY 1-4 IN	9.000	EACH		
0310	01021	PERF PIPE HEADWALL TY 1-6 IN	1.000	EACH		
0320	01024	PERF PIPE HEADWALL TY 2-4 IN	1.000	EACH		
0330	01028	PERF PIPE HEADWALL TY 3-4 IN	46.000	EACH		
0340	01029	PERF PIPE HEADWALL TY 3-6 IN	3.000	EACH		
0350	01032	PERF PIPE HEADWALL TY 4-4 IN	12.000	EACH		
0360	01033	PERF PIPE HEADWALL TY 4-6 IN	1.000	EACH		
0370	01432	SLOPED BOX OUTLET TYPE 1-15 IN	2.000	EACH		
0380	01433	SLOPED BOX OUTLET TYPE 1-18 IN	1.000	EACH		
0390	01450	S & F BOX INLET-OUTLET-18 IN	4.000	EACH		
0400	01451	S & F BOX INLET-OUTLET-24 IN	4.000	EACH		
0410	01490	DROP BOX INLET TYPE 1	2.000	EACH		

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0420	01490	DROP BOX INLET TYPE 1 NO APRON	13.000	EACH		
0430	01517	DROP BOX INLET TYPE 5F	1.000	EACH		
0440	01559	DROP BOX INLET TYPE 13G	1.000	EACH		
0450	01614	CONC MED BARR BOX INLET TY 14A2	1.000	EACH		
0460	01615	CONC MED BARR BOX INLET TY 14B2	23.000	EACH		
0470	01616	CONC MED BARR BOX INLET TY 14B1	8.000	EACH		
0480	01691	FLUME INLET TYPE 2	5.000	EACH		
0490	01767	MANHOLE TYPE C	2.000	EACH		
0500	01791	ADJUST MANHOLE FRAME TO GRADE	3.000	EACH		
0510	01845	ISLAND INTEGRAL CURB	150.000	LF		
0520	01891	ISLAND HEADER CURB TYPE 2	96.750	LF		
0530	01984	DELINEATOR FOR BARRIER-WHITE	64.000	EACH		
0540	01985	DELINEATOR FOR BARRIER-YELLOW	172.000	EACH		
0550	01988	CONC MEDIAN BARRIER TYPE 14C1	1,224.000	LF		
0560	02003	RELOCATE TEMP CONC BARRIER	11,540.000	LF		
0570	02014	BARRICADE-TYPE III	11.000	EACH		
0580	02081	JPC PAVEMENT-8 IN SHLD	181.000	SQYD		
0590	02091	REMOVE PAVEMENT	636.000	SQYD		
0600	02200	ROADWAY EXCAVATION	268,489.000	CUYD		
0610	02223	GRANULAR EMBANKMENT	23,265.000	CUYD		
0620	02242	WATER	4,082.000	MGAL		

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0630	02268	REMOVE & REPLACE FENCE	22,895.000	LF		
0640	02350	ADJUST GUARDRAIL	631.000	LF		
0650	02351	GUARDRAIL-STEEL W BEAM-S FACE	13,406.000	LF		
0660	02360	GUARDRAIL TERMINAL SECTION NO 1	3.000	EACH		
0670	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	13.000	EACH		
0680	02367	GUARDRAIL END TREATMENT TYPE 1	1.000	EACH		
0690	02369	GUARDRAIL END TREATMENT TYPE 2A	10.000	EACH		
0700	02373	GUARDRAIL END TREATMENT TYPE 3	4.000	EACH		
0710	02381	REMOVE GUARDRAIL	13,649.500	LF		
0720	02387	GUARDRAIL CONNECTOR TO BRIDGE END TY A-1	2.000	EACH		
0730	02391	GUARDRAIL END TREATMENT TYPE 4A	15.000	EACH		
0740	02397	TEMP GUARDRAIL	750.000	LF		
0750	02399	EXTRA LENGTH GUARDRAIL POST	358.000	EACH		
0760	02429	RIGHT-OF-WAY MONUMENT TYPE 1	2.000	EACH		
0770	02432	WITNESS POST	2.000	EACH		
0780	02483	CHANNEL LINING CLASS II	1,669.000	TON		
0790	02484	CHANNEL LINING CLASS III	2,076.000	TON		
0800	02545	CLEARING AND GRUBBING 63 ACRES	( 1.00)	LS		
0810	02562	SIGNS	1,085.500	SQFT		
0820	02570	PROJECT CPM SCHEDULE	( 1.00)	LS		
0830	02585	EDGE KEY	200.000	LF		

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0840	02599	FABRIC-GEOTEXTILE TYPE IV	137,750.000	SQYD		
0850	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	18,401.000	SQYD	2.00	36,802.00
0860	02650	MAINTAIN & CONTROL TRAFFIC	( 1.00)	LS		
0870	02651	DIVERSIONS (BY-PASS DETOURS)	( 1.00)	LS		
0880	02676	MOBILIZATION FOR MILL & TEXT	( 1.00)	LS		
0890	02677	ASPHALT PAVE MILLING & TEXTURING	1,766.000	TON		
0900	02690	SAFELOADING	16.000	CUYD		
0910	02696	SHOULDER RUMBLE STRIPS-SAWED	34,274.000	LF		
0920	02702	SAND FOR BLOTTER	489.500	TON		
0930	02720	SIDEWALK-4 IN CONCRETE	905.000	SQYD		
0940	02726	STAKING	( 1.00)	LS		
0950	02731	REMOVE STRUCTURE	( 1.00)	LS		
0960	02775	ARROW PANEL	4.000	EACH		
0970	02894	CRASH CUSHION TYPE VI-T	10.000	EACH		
0980	02898	RELOCATE CRASH CUSHION	12.000	EACH		
0990	02929	CRASH CUSHION TYPE IX	1.000	EACH		
1000	03171	CONCRETE BARRIER WALL TYPE 9T	40,374.000	LF		
1010	04741	POLE BASE IN MEDIAN WALL	55.000	EACH		
1020	04810	JUNCTION BOX-ELECTRICAL	6.000	EACH		
1030	05026	EASTERN WHITE PINE	33.000	EACH		
1040	05950	EROSION CONTROL BLANKET	24,209.000	SQYD		

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1050	05966	TOPDRESSING FERTILIZER	40.000	TON		
1060	05985	SEEDING AND PROTECTION	767,479.000	SQYD		
1070	05989	SPECIAL SEEDING CROWN VETCH	32,230.000	SQYD		
1080	06417	FLEXIBLE DELINEATOR POST-W	199.000	EACH		
1090	06418	FLEXIBLE DELINEATOR POST-Y	73.000	EACH		
1100	06510	PAVE STRIPING-TEMP PAINT-4 IN	115,500.000	LF		
1110	06511	PAVE STRIPING-TEMP PAINT-6 IN WHITE	46,597.000	LF		
1120	06511	PAVE STRIPING-TEMP PAINT-6 IN YELLOW	37,949.000	LF		
1130	06513	PAVE STRIPING-TEMP PAINT-12 IN WHITE	96.000	LF		
1140	06514	PAVE STRIPING-PERM PAINT-4 IN	26,557.000	LF		
1150	06549	PAVE STRIPING-TEMP REM TAPE-B	800.000	LF		
1160	06550	PAVE STRIPING-TEMP REM TAPE-W	800.000	LF		
1170	06551	PAVE STRIPING-TEMP REM TAPE-Y	800.000	LF		
1180	06568	PAVE MARKING-THERMO STOP BAR-24IN	210.000	LF		
1190	06569	PAVE MARKING-THERMO CROSS-HATCH WHITE	880.000	SQFT		
1200	06569	PAVE MARKING-THERMO CROSS-HATCH YELLOW	5,800.000	SQFT		
1210	06574	PAVE MARKING-THERMO CURV ARROW	25.000	EACH		
1220	06583	PAVEMENT MARKER TYPE IV-B W/R	1,077.000	EACH		
1230	06584	PAVEMENT MARKER TYPE IV-B Y/R	170.000	EACH		
1240	06589	PAVEMENT MARKER TYPE V-MW	157.000	EACH		
1250	06591	PAVEMENT MARKER TYPE V-BY	31.000	EACH		

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1260	06600	REMOVE PAVEMENT MARKER TYPE V	612.000	EACH		
1270	08100	CONCRETE-CLASS A	9.160	CUYD		
1280	08150	STEEL REINFORCEMENT	568.000	LB		
1290	10020NS	FUEL ADJUSTMENT	358,261.000	DOLL	1.00	358,261.00
1300	10030NS	ASPHALT ADJUSTMENT	434,288.000	DOLL	1.00	434,288.00
1310	20014ES724	EASTERN REDBUD	28.000	EACH		
1320	20065ES724	SHUMARD OAK	14.000	EACH		
1330	20100ES842	PAVE MARK TEMP PAINT LINE ARROW	12.000	EACH		
1340	20391NS835	JUNCTION BOX TYPE A	10.000	EACH		
1350	20394ES835	PVC CONDUIT-3 IN- IN MEDIAN BARRIER WALL	12,250.000	LF		
1360	20430ED	SAW CUT	33,764.000	LF		
1370	21001ES400	CL4 ASPH SURF 0.38D PG64-22	6,311.000	TON		
1380	21117ND	VARIABLE MESSAGE SIGN-DYNAMIC	6.000	EACH		
1390	21430ES508	CONC MEDIAN BARRIER TY 12C(50)	12.000	LF		
1400	21661ES706	BORE AND JACK PIPE	104.000	LF		
1410	22404NN	CONC MED BARR BOX INLET TY 14A1-50	4.000	EACH		
1420	22854EN	PAVE STRIPE PERM-6 IN HD21-WHITE	62,819.000	LF		
1430	22855EN	PAVE STRIPE PERM-6 IN HD21-YELLOW	41,269.000	LF		
1440	22856EN	PAVE STRIPE PERM-12 IN HD21-WHITE	3,247.000	LF		
1450	23044ES508	CONCRETE MEDIAN BARRIER TY 14C(50)	13,634.000	LF		
1460	23086EN	CONCRETE MEDIAN BARRIER TY 9C	1,032.000	LF		

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1470	23131ER701	PIPELINE VIDEO INSPECTION	2,444.000	LF		
1480	23143ED	KPDES PERMIT AND TEMP EROSION CONTROL	( 1.00)	LS		
SECTION 0002 BRIDGE						
1490	02231	STRUCTURE GRANULAR BACKFILL	1,074.000	CUYD		
1500	02555	CONCRETE-CLASS B	5.900	CUYD		
1510	02599	FABRIC-GEOTEXTILE TYPE IV	481.000	SQYD		
1520	02998	MASONRY COATING	4,203.000	SQYD		
1530	03299	ARMORED EDGE FOR CONCRETE	322.800	LF		
1540	04797	CONDUIT-3 IN	586.000	LF		
1550	04810	JUNCTION BOX-ELECTRICAL	2.000	EACH		
1560	08001	STRUCTURE EXCAVATION-COMMON	1,477.000	CUYD		
1570	08002	STRUCTURE EXCAV-SOLID ROCK	837.000	CUYD		
1580	08003	FOUNDATION PREPARATION 26590	( 1.00)	LS		
1590	08003	FOUNDATION PREPARATION 26591	( 1.00)	LS		
1600	08020	CRUSHED AGGREGATE SLOPE PROT	1,319.000	TON		
1610	08033	TEST PILES	138.000	LF		
1620	08039	PRE-DRILLING FOR PILES	170.000	LF		
1630	08046	PILES-STEEL HP12X53	903.000	LF		
1640	08050	PILES-STEEL HP14X73	586.000	LF		
1650	08094	PILE POINTS-12 IN	44.000	EACH		
1660	08095	PILE POINTS-14 IN	34.000	EACH		

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1670	08100	CONCRETE-CLASS A	1,540.400	CUYD		
1680	08104	CONCRETE-CLASS AA	1,651.100	CUYD		
1690	08130	MECHANICAL REINF COUPLER #5	12.000	EACH		
1700	08134	MECHANICAL REINF COUPLER #9	16.000	EACH		
1710	08150	STEEL REINFORCEMENT	275,457.000	LB		
1720	08151	STEEL REINFORCEMENT-EPOXY COATED	477,621.000	LB		
1730	08160	STRUCTURAL STEEL 2033 LB	( 1.00)	LS		
1740	08160	STRUCTURAL STEEL 840 LB	( 1.00)	LS		
1750	08472	EXPANSION DAM-4 IN NEOPRENE	114.000	LF		
1760	08500	APPROACH SLAB	223.000	SQYD		
1770	08635	PRECAST PC I BEAM TYPE 6	5,520.600	LF		
1780	20392NS835	JUNCTION BOX TYPE C	4.000	EACH		
1790	21532ED	RAIL SYSTEM TYPE III	1,430.000	LF		
SECTION 0003 SIGNING						
1800	04903	REFERENCE MARKER	28.000	EACH		
1810	04904	BARRIER MOUNTING BRACKET	14.000	EACH		
1820	06400	GMSS GALV STEEL TYPE A	6,472.200	LB		
1830	06405	SBM ALUMINUM PANEL SIGNS	4,778.100	SQFT		
1840	06406	SBM ALUM SHEET SIGNS .080 IN	325.660	SQFT		
1850	06407	SBM ALUM SHEET SIGNS .125 IN	493.930	SQFT		
1860	06410	STEEL POST TYPE 1	259.300	LF		

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1870	06411	STEEL POST TYPE 2	892.000	LF		
1880	06412	STEEL POST MILE MARKERS	8.000	EACH		
1890	06438	OSS ALUMINUM 80 FT TRUSS	1.000	EACH		
1900	06445	OSS ALUMINUM 90 FT TRUSS	1.000	EACH		
1910	06449	REM OVERHEAD SIGN SUPPORT STR	4.000	EACH		
1920	06450	REM OVERHEAD STRUC CONC BASE	8.000	EACH		
1930	06451	REMOVE SIGN SUPPORT BEAM	70.000	EACH		
1940	06490	CLASS A CONCRETE FOR SIGNS	154.570	CUYD		
1950	06491	STEEL REINFORCEMENT FOR SIGNS	9,726.000	LB		
1960	20418ED	REMOVE & RELOCATE SIGNS	2.000	EACH		
1970	20419ND	ROADWAY CROSS SECTION	26.000	EACH		
1980	20815ED	GMSS GALV STEEL TYPE C	14,616.800	LB		
1990	20912ND	BARRIER WALL POST	14.000	EACH		
2000	20995ND	MOVE CANTILEVER SIGN SUPPORT	1.000	EACH		
2010	21373ND	REMOVE SIGN	44.000	EACH		
2020	21596ND	GMSS TYPE D	12.000	EACH		
2030	23639ED	REM SIGN BRIDGE MOUNT ATTACHMENT	1.000	EACH		
SECTION 0004 SIGNALIZATION						
2040	04793	CONDUIT-1 1/4 IN	185.000	LF		
2050	04795	CONDUIT-2 IN	275.000	LF		
2060	04811	JUNCTION BOX TYPE B	4.000	EACH		

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
2070	04820	TRENCHING AND BACKFILLING	370.000	LF		
2080	04830	LOOP WIRE	2,300.000	LF		
2090	04844	CABLE-NO. 14/5C	625.000	LF		
2100	04845	CABLE-NO. 14/7C	145.000	LF		
2110	04850	CABLE-NO. 14/1 PAIR	2,600.000	LF		
2120	04871	POLE 35 FT WOODEN	1.000	EACH		
2130	04884	ANCHOR	2.000	EACH		
2140	04885	MESSENGER-10800 LB	525.000	LF		
2150	04895	LOOP SAW SLOT AND FILL	725.000	LF		
2160	04931	INSTALL CONTROLLER TYPE 170	1.000	EACH		
2170	04932	INSTALL STEEL STRAIN POLE	4.000	EACH		
2180	04935	TEMP SIGNAL	( 1.00)	LS		
2190	04950	REMOVE SIGNAL EQUIPMENT	1.000	EACH		
2200	20094ES835	TEMP RELOCATION OF SIGNAL HEAD	15.000	EACH		
2210	20188NS835	INSTALL LED SIGNAL-3 SECTION	8.000	EACH		
2220	20189NS835	INSTALL LED SIGNAL-5 SECTION	1.000	EACH		
2230	23157EN	TRAFFIC SIGNAL POLE BASE	20.000	CUYD		
SECTION 0005 LIGHTING						
2240	04701	POLE 40 FT MTG HT	15.000	EACH		
2250	04714	POLE 120 FT MTG HT HIGH MAST	7.000	EACH		
2260	04730	BRACKET C	15.000	EACH		

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

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2270	04760	POLE W/SECONDARY CONTROL EQUIP	1.000	EACH		
2280	04761	LIGHTING CONTROL EQUIPMENT	1.000	EACH		
2290	04773	HPS LUMINAIRE HIGH MAST	40.000	EACH		
2300	04780	FUSED CONNECTOR KIT	30.000	EACH		
2310	04795	CONDUIT-2 IN	582.000	LF		
2320	04798	CONDUIT-3 1/2 IN	1,500.000	LF		
2330	04800	MARKER	8.000	EACH		
2340	04820	TRENCHING AND BACKFILLING	9,432.000	LF		
2350	04832	WIRE-NO. 12	1,290.000	LF		
2360	04833	WIRE-NO. 8	3,816.000	LF		
2370	04836	WIRE-NO. 2	4,452.000	LF		
2380	04860	CABLE-NO. 8/3C DUCTED	2,110.000	LF		
2390	04861	CABLE-NO. 6/3C DUCTED	1,450.000	LF		
2400	04862	CABLE-NO. 4/3C DUCTED	2,160.000	LF		
2410	04863	CABLE-NO. 2/3C DUCTED	3,130.000	LF		
2420	04871	POLE 35 FT WOODEN	1.000	EACH		
2430	04884	ANCHOR	2.000	EACH		
2440	04940	REMOVE LIGHTING	( 1.00)	LS		
2450	20391NS835	JUNCTION BOX TYPE A	8.000	EACH		
2460	20392NS835	JUNCTION BOX TYPE C	5.000	EACH		
2470	20993ND	HPS LUMINAIRE 400 WATT	15.000	EACH		

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2480	23161EN	POLE BASE-HIGH MAST	66.000	CUYD		
SECTION 0006 TRAFFIC LOOPS						
2490	04793	CONDUIT-1 1/4 IN	148.000	LF		
2500	04795	CONDUIT-2 IN	60.000	LF		
2510	04820	TRENCHING AND BACKFILLING	132.000	LF		
2520	04829	PIEZOELECTRIC SENSOR	12.000	EACH		
2530	04830	LOOP WIRE	5,400.000	LF		
2540	04895	LOOP SAW SLOT AND FILL	896.000	LF		
2550	20359NN	GALVANIZED STEEL CABINET	4.000	EACH		
2560	20360ES818	WOOD POST	8.000	EACH		
2570	20391NS835	JUNCTION BOX TYPE A	4.000	EACH		
SECTION 0007 TRAINEES						
2580	02742	TRAINEE PAYMENT REIMBURSEMENT 1 CARPENTER TRAINEE	1,400.000	HOUR		
2590	02742	TRAINEE PAYMENT REIMBURSEMENT 1 CLASS A / B OPERATOR	1,600.000	HOUR		
SECTION 0008 MOB AND DEMOB						
2600	02568	MOBILIZATION (NO MORE THAN 5%)		LUMP		
2610	02569	DEMobilIZATION (AT LEAST 1.5%)		LUMP		
TOTAL BID						