

CALL NO. 102
CONTRACT ID. 124005
ESTILL COUNTY
FED/STATE PROJECT NUMBER HSIP 9010 (072)
DESCRIPTION WISEMANTOWN ROAD (KY 499)
WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE
PRIMARY COMPLETION DATE 8/31/2012

LETTING DATE: March 23, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME March 23, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

DBE CERTIFICATION REQUIRED - 7%

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

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CONTRACT ID - 124005

ADMINISTRATIVE DISTRICT - 10

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - ESTILL HSIP 9010 (072)

PCN - 1003304991201

WISEMANTOWN ROAD (KY 499) KY 3328 (MP 6.020) EXTENDING EAST TO KY 52 (MP 7.741), A DISTANCE OF 1.72 MILES. GRADE & DRAIN WITH ASPHALT SURFACE. SYP NO. 10-00913.00. GEOGRAPHIC COORDINATES LATITUDE 37^41'31" LONGITUDE 83^59'21" AVERAGE DAILY TRAFFIC - 3860 AVERAGE MAINLINE WIDTH - 18.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - August 31, 2012 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)

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor 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.

<u>REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN</u> ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for

production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

10/18/2011



Steven L. Beshear Governor Lori H. Flanery
Secretary

Room 383, Capitol Annex 702 Capital Avenue Frankfort, KY 40601-3462 (502) 564-4240 Fax (502) 564-6785

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to



- conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.
- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

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.

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

Each contractor prequalified to perform work on Cabinet projects shall designate and make

known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Plan/Subcontractor Request.

The DBE Participation Plan shall include the following:

- Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the "material listing" on the Construction Procurement website under the specific letting;
- The dollar value of each proposed DBE subcontract and the percentage of total project

contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:

- The entire expenditure paid to a DBE manufacturer;
- 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
- The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not

meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

- Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- Whether the bidder provided solicitations through all reasonable and available means;
- Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainly whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached:
- Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be

considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry our the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to

exercise all administrative remedies at its disposal including, but not limited to the following:

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to 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/Pages/Subcontracts.aspx

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6 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.

09/14/11

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EXPEDITE PROJECT WORK ORDER

The Contractor may request that the Department expedite the work order for this project to allow for maximization of time to complete the work. In order for the Department to accomplish this task, the Contractor may be required to "hand carry" all required project documentation to facilitate the process. Immediately UPON NOTIFICATION OF AWARD OF THE CONTRACT, deliver required project documentation to:

Division of Construction Procurement

200 Mero St.

Frankfort, KY 40602

PROJECT TRAFFIC COORDINATOR (PTC)

Be advised this project is a significant project pursuant to section 112.03.12.

ASPHALT MIXTURE

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

DGA BASE

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

DGA BASE FOR SHOULDERS

Unless otherwise noted, the Department estimates the rate of application for DGA Base for Shoulders to be 115 lbs/sy per inch of depth. The Department will not measure necessary grading and/or shaping of existing shoulders prior to placing of DGA Base, but shall be incidental to the Contract unit price per ton for DGA Base.

Accept payment at the Contract unit price per ton as full compensation for all labor, materials, equipment, and incidentals for grading and/or shaping of existing shoulders and furnishing, placing, and compacting the DGA Base.

OPTION A

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

SPECIAL NOTE FOR MATERIAL TRANSFER VEHICLE

Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

- **1.0 DESCRIPTION.** The Contractor shall determine if a Material Transfer Vehicle (MTV) to place asphalt base mixtures is required.
- **2.0 MATERIALS AND EQUIPMENT.** In addition to the equipment specified in Subsection 403.02, if an MTV is required, provide with the following minimum characteristics:
 - 1) A system to independently deliver asphalt mixtures from the hauling equipment to the paving equipment;
 - 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.** Use a MTV to place asphalt mixtures as determined by the Contractor.

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> Pay Item Pay Unit
---- Asphalt Mixture, Type Ton

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

COORDINATION OF WORK WITH OTHER CONTRACTS

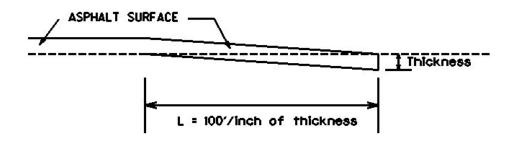
Be advised, there may be an active project(s) adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 Coordination Contracts 01/02/2012

SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at ramps, as applicable. Cut out the existing asphalt surface to the required depth and width shown on the drawing. Heel new surface into the existing surface. The Department will pay for this work at the contract unit price per ton for "Asphalt Pavement Milling and Texturing", which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

EDGE KEY



Thickness = 0.5 Inches

L = 50 LF

L= Length of Edge Key

1-3315 edgekeypaidbyton 01/01/2009

SPECIAL NOTES FOR GUARDRAIL

I. DESCRIPTION

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

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

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

II. MATERIALS

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

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

III. CONSTRUCTION METHODS

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

Guardrail Page 2 of 3

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

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

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

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

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

Guardrail Page 3 of 3

- **H. Disposal of Waste.** Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to thee Department. See Special; Note for Waste and Borrow.
- **I. Final Dressing, Clean Up, and Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas according to the Special Notes for Erosion Control.
- **J. Erosion Control.** See Special Notes for Erosion Control.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site preparation.** Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections as applicable.
- C. Guardrail. See Section 719.04.
- **D. Delineators for Guardrail.** See Delineators for Guardrail Sepia Drawing.
- **E. Erosion Control.** See Special Notes for Erosion Control.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. Guardrail. See Section 719.05.
- C. Delineators for Guardrail. See Delineators for Guardrail Sepia Drawing.
- **D. Erosion Control.** See Special Notes for Erosion Control.

1-3414 Remove Replace Guardrail 01/02/2012

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

Begin paving operations within <u>2 weeks</u> of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

Contrary to Section 408, the Department will retain possession of the material obtained from the milling operations. Deliver this material to the State Maintenance facility in __ESTILL__ County.

NOTICE TO CONTRACTOR: The Department considers transfer of millings to the state maintenance facility to be a part of the construction project, therefore truck operators are subject to receiving prevailing wages.

1-3515 2 weeks State keeps millings 01/2/2012

SPECIAL NOTE FOR PRIME

Prior to constructing asphalt base, apply Asphalt Material for Tack for prime at a rate of 1 lb/sy of undiluted asphalt residue. If an acceptable prime coat is not consistently achieved, the Engineer may require dilution with an equal amount of water and application of the diluted material at the rate of 2 lbs/sy. Except as specified herein, apply prime according to Section 406. The Department will not measure Asphalt Material for Tack for prime, but shall be incidental to the asphalt courses.

1-3715 Prime 01/02/2012

ESTILL COUNTY HSIP 9010 (072)

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

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

1-3725 Typical Section Dimensions 01/02/2012

SPECIAL NOTE FOR TRAFFIC CONTROL ON CURVE REPAIR

I. TRAFFIC CONTROL GENERAL

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

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition, at the beginning of the work and maintained in like new condition until completion of the work.

II. Traffic Coordinator

Furnish a Traffic Coordinator as per Section 112. The Traffic Coordinator shall inspect the project maintenance of Traffic, at least three times daily, or as directed by the Engineer, during the Contractor's operation and at any time a lane closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents.

The Traffic Coordinator shall report all incidents throughout the work zone to the Engineer on the project. The Contractor shall furnish the name and telephone number where the Traffic Coordinator can be contracted at all times.

III. SIGNS

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

The contractor is to install warning signs for wide loads in advance of the project under the direction of the Engineer. The Department will not measure installation, maintenance, or removal for payment, and will consider these incidentals to Maintain and Control Traffic.

IV. TEMPORARY PAVEMENT STRIPING

Skip lines and/or solid lines through the length of the tapers for lane closures and other striping as directed by the Engineer shall be temporarily covered with 6" black removable tape. Permanent removal of all other pavement striping for traffic control shall be considered incidental to Maintain and Control Traffic. Temporary pavement striping shall be paid only once per course in accordance with Section 112.04.07. The Contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of the notification. Liquidated damages shall be assessed to the Contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

V. PROJECT PHASING & CONSTRUCTION PROCEDURES

Maintain one lane traffic during construction in accordance with Standard Drawing No. TTC-110-Lane Closure using Traffic Signals.

The minimum clear Lane width required is 9'-0".

VI. Temporary Signal

Provide, install, and maintain a temporary two phase traffic signal in accordance with standard drawing TTC-110. The Contractor must provide a 24-hour contract person and number available to maintain the temporary signals as needed. The Signal will be placed under the direction of the Engineer.

	Right-of-Way Cert	ifica	ation	Form Re	evised 2/22/11
√ Fed	deral Funded	V	Origina	ŀ	
Sta	te Funded		Re-Cer	tification	
Interstate, Appalach projects that fall und apply, KYTC shall r federal-aid projects	completed and submitted to FHWA with the nia, and Major projects. This form shall also der Conditions No. 2 or 3 outlined elsewher esubmit this ROW Certification prior to conthis this form shall be completed and retained	o be so e in the struction	ubmitted is form. on contra	to FHWA for <u>all</u> federal-aid When Condition No. 2 or 3 act Award. For all other	
Date: 28 Octobe					
Project Name:	KY 0499 HSIP	Let	ting Date	e: <u>FEB 2012</u>	
Project #:	FD52-033-0499-006-008	Co	unty:	ESTILL	
Item #:	10-913	Fed	ieral #:	HSIP 9010 (072)	
Description of F	Project: Correct Superelevation, replace signs, re	grade d	itches, ar	nd replace guardrall end treatmen	nts
Per 23 CFR sanitary hot accordance	quire new or additional right-of-wat 635.309, the KYTC hereby certify that all using or that KYTC has made available to rewith the provisions of the current FHWA dassistance Program and that at least one capply.)	relocat elocat irectiva	ees havees ade	re been relocated to decent, quate replacement housing a ering the administration of th	safe, and in e Highway
been ac court bu right-of- possess	on 1. All necessary rights-of-way, including a cuired including legal and physical posses at legal possession has been obtained. The way, but all occupants have vacated the lasion and the rights to remove, salvage, or covalue has been paid or deposited with the	sion. ere ma nds ar lemolis	Trial or a ay be so ad impro	appeal of cases may be pen me improvements remaining ovements, and KYTC has ph	ding in g on the ysical
to use a appeal obeen ob vacated improve market	on 2. Although all necessary rights-of-way rights-of-way required for the proper exe of some parcels may be pending in court a stained, but right of entry has been obtaine, and KYTC has physical possession and rements. Fair market value has been paid or value for all pending parcels will be paid or ction contract. (See note 1 below.)	cution nd on d, the ight to or depo	of the pa other pa occupar remove osited w	roject has been acquired. T arcels full legal possession hants of all lands and improvem e, salvage, or demotish all ith the court for most parcels	rial or as not nents have s. Fair
of a	e 1: The KYTC shall re-submit a right-of-v Il Federal-Aid construction contracts. Awa egal possession and fair market value for a FHWA has concurred in the re-submitted	rd mu: all pare	et not to cels has	be made until after KYTC has been paid or deposited with	as obtained

Right-of-Way Certification Form

Revised 2/22/11

Condition 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 bid letting even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. 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 concurrence. (See note 2.)

Note 2: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to bid letting shall be the exception and never become the rule. In all cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees prior to AWARD of all Federal-Aid construction contracts or force account construction.

Approved:

Printed Name

Approved:

Printed Name

Right-of-Way Supervisor

Signature

Right-of-Way Supervisor

Signature

KYTC, Director of ROW &Utilities

FHWA, ROW Officer (when applicable)

Signature

Right-of-Way Certification Form

Revised 2/22/11

Date: <u>28</u>	Octob	er 2011				
Project Project Item #: Letting	#:	FD52-033- 10-913 FEB 2012	0499-006-008	- _ County: _ Federal #:	ESTILL HSIP 9010(0	72)
This project be relocated	has 0 l, as we	total num ll as <u>□</u> to	aber of parcels to be acqui otal number of businesses	red, and 0 tot to be relocated.	al number of in	dividuals or families to
	Parcels with the Parcels	have been a court have not be have been a	ired by a signed fee simple acquired by IOJ through content acquired at this time (e.e. acquired or have a "right of the court (explain below for	ndemnation and fa xplain below for ea entry" but fair mai	air market value	e has been deposited
	Relocat		t been relocated from parc		,,	_,, and
Parcel #	Nam	e/Station	Explanation for del relocation, or delayed			Proposed date of payment or of relocation
There at acquired	e 0 I and are	_water or mo			-	All have been

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

ESTILL COUNTY KY 499 M.P. 6.020 – 7.741 Ditch Reshaping, Super Elevation Correction

There is no Utility Involvement on above stated project.

There is no Railroad Involvement on Subject Project.

COORDINATION WITH UTILITY FACILITY OWNERS

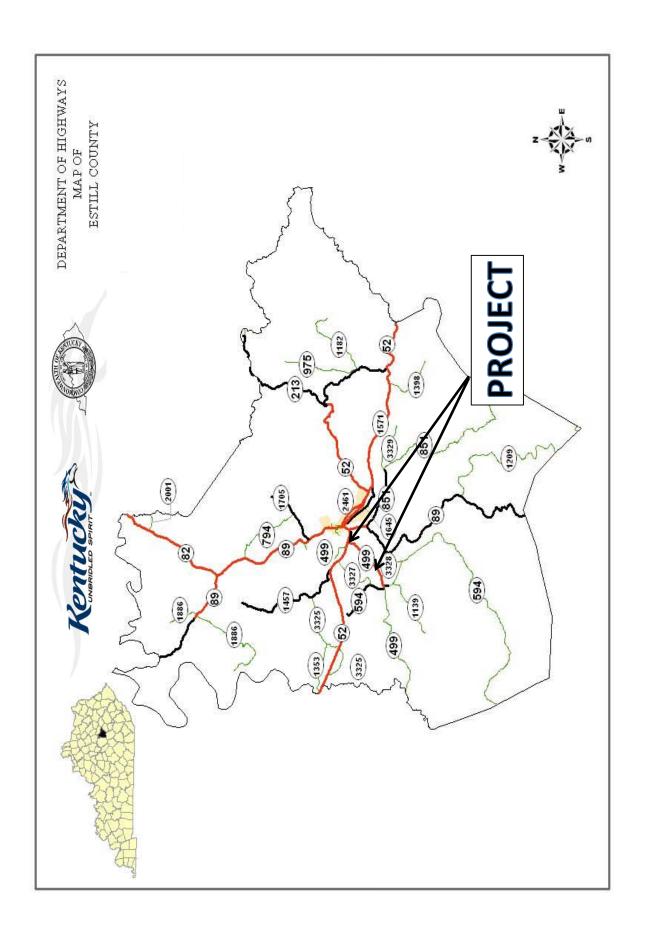
The Contractor will be responsible for contacting all utility facility owners on the subject project to have existing facilities located in the field. The Contractor will coordinate his activities with the utility facility owners to minimize and, where possible, avoid conflicts with utility facilities.

Where conflicts with utility facilities are unavoidable the Contractor will coordinate any necessary relocation work with the facility owner.

PROTECTION OF UTILITIES

The location of utilities provided in the contract document has been furnished by the Facility owners and/or by reviewing record drawing and may not be accurate. It will be the roadway contractor's responsibility to locate utilities before excavating by calling the various utility owners and by examining any supplemental information supplied by the Cabinet. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a Utility. The cost for repair and any other associated costs for any damage to utilities caused by the roadway contractor's operations shall be borne by the roadway contractor.

The Contractor is advised to contact BUD on-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD one-call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area.



Ditching Summary

Ditch Begin	Ditch End		Length of Ditches	Class III Channel (Tons)
6.198	6.247	0.049	258.72	54
6.258	6.261	0.003	15.84	0
6.267	6.281	0.014	73.92	67.5
6.288	6.366	0.078	411.84	101.25
6.372	6.382	0.01	52.8	0
6.387	6.394	0.007	36.96	0
6.398	6.41	0.012	63.36	0
6.416	6.423	0.007	36.96	0
6.43	6.458	0.028	147.84	67.5
6.458	6.477	0.019	100.32	67.5
6.481	6.538	0.057	300.96	0
6.549	6.568	0.019	100.32	0
6.573	6.582	0.009	47.52	0
6.587	6.602	0.015	79.2	40.5
6.606	6.62	0.014	73.92	67.5
6.628	6.658	0.03	158.4	135
6.664	6.67	0.006	31.68	0
6.692	6.715	0.023	121.44	0
6.72	6.746	0.026	137.28	0

Total=	2249.28	600.75

196

20

0

Pipe Summary

										30x						30x	
Notes										Drop Box						Drop Box	
Concrete (Notes		10.5	10.5							10.5					10.5		10.5
Asphalt Base	28			14	14	14	14	14	14	14	14	14	14	14		14	
Asphalt Surface	10			5	5	5	5	5	5	5	5	5	5	5		5	
Existing Entrance Asphalt Surface Asphalt Base	Ashalt	Concrete	Concrete	Ashalt	Ashalt	Gravel	Ashalt	Gravel	Gravel	Gravel/Concrete	Ashalt	Gravel	Gravel	Gravel	Gravel	Ashalt	Concrete
Entrance	20'X25'radius	20'X25'radius	20'X25'radius	20'X25'radius	20'X25'radius	20'X25'radius	20'X25'radius	20'X25'radius									
48" Pipe																20	
18" Pipe	58.08	31.68	36.98	31.68	26.4	21.12	31.68	36.98	21.12	58.08	26.4	26.4	21.12	42.24	31.68	116.16	26.4
End pipe	6.258	6.267	6.288	6.372	6.387	6.398	6.416	6.43	6.481	6.549	6.573	6.587	909'9	6.628	6.664	6.692	6.72
Begin pipe	6.247	6.261	6.281	998:9	6.382	6.394	6.41	6.423	6.477	6.538	6.568	6.582	6.602	6.62	6.658	6.67	6.715

		Pav	Paving Quantities	ties		
STA.	Length	Base	Base	L&W	Base	W&J
0	ft.	4.5" Lifts	3" Lifts	in.	Tons	Tons
	20	2	0	1.26	41.25	2.78
20						
	13.8	4	1	0.18	26.57	0.22
63.8						
	36.2	4	1	0.24	69'69	62'0
100						
	2.3	4	0	2.81	3.80	69'0
102.3						
	13.09	4	1	62.0	25.20	96'0
115.39						
	25.41	2	0	1.70	52.41	3.96
140.8						
	9.2	2	1	0.24	21.51	0.20
150						
	20	4	1	90.0	96.25	0.27
200						
	20	2	0	1.20	41.25	2.50
250						
	20	0	0	2.04	00.00	6.35
300				TOTAL:	377.91	27.61

		Paving/Millir	Paving/Milling Quantities	S	
STA.	Length	Mill	Mill	L&W	L&W
300	<i>Ή</i>	.ui	Tons	.ui	Lous
	20	1.28	4.30	0.50	0.34
320					
	99'9	1.52	0.68	09'0	0.04
326.66					
	19.25	1.19	1.54	09'0	0.13
375.91					
	6.16	1.85	0.77	09'0	0.04
382.07					
	13.09	1.95	1.71	09'0	60'0
395.16					
	4.84	1.17	0.38	0.50	0.03
400		TOTAL:	9.38		0.67

		Pa	Paving Quantities	ies		
STA.	Length	Base	Base	L&W	Base	L&W
400	tt.	4" Lifts	3" Lifts	in.	Tons	Tons
	20	1	0	0.44	18.33	2.02
450						
	14.34	2	0	1.48	10.52	1.95
464.34						
	13.09	3	0	0.22	14.40	0.27
477.43						
	22.57	4	0	1.07	33.10	2.21
200						
	2.84	5	0	0.12	5.21	0.03
502.84						
	47.16	4	0	0.65	69.17	2.82
220						
	20	2	0	0.30	36.67	4.12
009				TOTAL:	187.39	13.42

		Excavation	Excavation Quantities		
STA.	Length	Width	Height	Height	Volume
009	ft.	ft.	ft.	in.	CY
	20	24	2.17	26.10	29.96
650					
	33.66	24	2.20	26.39	65.81
683.66					
	16.34	24	1.86	22.37	27.08
200					
	9.07	24	1.77	21.29	14.30
709.07					
	13.09	24	2.04	24.49	23.74
722.16					
	27.84	24	2.51	30.07	62.01
750					
	10.66	24	2.77	33.26	26.26
760.66					
	39.34	24	1.35	25.84	47.21
800					
	20	24	Tie-In	Tie-In	25.00
850					
	20	24	Tie-In	Tie-In	25.00
900				TOTAL:	413.07

			Paving Quantities	eS.			
	W & J	Top Lift Asph	Bot Lift Asph	DGA	A	#2s	Fabric
Length (ft.)	300	300	300	30	0	300	1600.00
Width (ft.)	22	22	22.67	23.34	34	54	22.22
Depth (in.)	0.5	4	4	4		4	1.78
Area	733	733	756	778	8	800	1624.00
Tons	20	161	166	179	6	184	

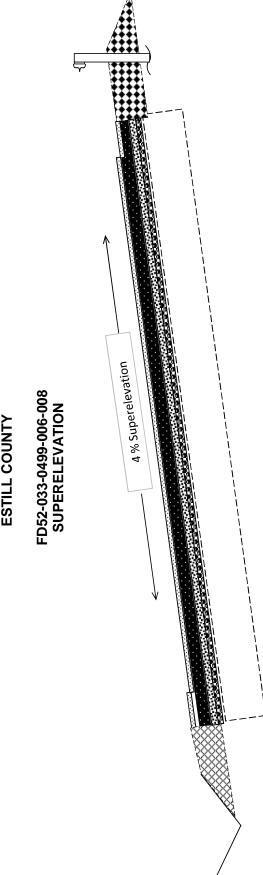
				Estill	County				
			G	uardrail Su	ımmary Sh	eet			
KY 499 Remove	Milepoint or Stations	Steel W- Beam Guardrail (S Face)	Guardrail End Treatment (<i>Typ</i> e1)	Guardrail End Treatment (<i>Type 2A</i>)	Guardrail End Treatment (<i>Type</i> 3)	Guardrail End Treatment (<i>Type 4A</i>)		Guardrail Bridge Connect (<i>Type C</i>)	Terminal Section (<i>Type 1</i>)
	Right	L.F.	EACH	EACH	EACH	EACH	EACH	EACH	EACH
Begin	6.75								
		525							
End	6.85								
Totals		525	0	0	0	0	0	0	0

KY 499 Install	Milepoint or Stations	Steel W- Beam Guardrail (S Face)	Guardrail End Treatment (<i>Type1</i>)	Guardrail End Treatment (<i>Type 2A</i>)		Guardrail End Treatment (<i>Type 4A</i>)		Guardrail Bridge Connect (<i>Type</i> C)	Terminal Section (<i>Type 1</i>)
	Right	L.F.	EACH	EACH	EACH	EACH	EACH	EACH	EACH
Begin	6.75					1			
		712.5							
End	6.885					1			
Totals		712.5	0	0	0	2	0	0	0

Signs	MUTCD Code	Dimensions	Width	Height	Milepoint	Area ft ²	Post (FT)
Stop Sign	R1-1	36x36	36	36	6.01	9.00	10
Route Sign KY499	M1-5	30x24	30	24	6.02	5.00	10
East	M3-2	24x12	24	12	6.02	2.00	
Route Sign KY499	M1-5	30x24	30	24	6.104	5.00	10
West	M3-4	15x21	24	12	6.104	2.00	
No Passing Zone	W14-3	48x48x36	48	36	6.137	5.50	10
No Passing Zone	W14-3	48x48x36	48	36	6.455	5.50	10
School Bus Stop	S3-1	36x36	36	36	6.52	9.00	10
Side Road	W2-2	30x30	30	30	6.552	6.25	10
No Passing Zone	W14-3	48x48x36	48	36	7.303	5.50	10
No Passing Zone	W14-3	48x48x36	48	36	7.317	5.50	10
Curve sign	W1-2L	30x30	30	30	7.317	6.25	10
Curve sign	W1-2R	30x30	30	30		6.25	10
Speed advisory	W13-1P	18x18	18	18	7.317	2.25	
Chevron	W1-8	18x24	18	24	7.408	3.00	10
Chevron	W1-8	18x24	18	24	7.436	3.00	10
Chevron	W1-8	18x24	18	24		3.00	10
Chevron	W1-8	18x24	18	24		3.00	
Stop Sign	R1-1	36x36	36	36	7.444	9.00	10
Signal Ahead	W3-3	36x36	30	30	7.645	6.25	10
East	M3-2	15x21	15	21	7.77	2.19	
Route Sign KY499	M1-5	30x24	30	24	7.77	5.00	10
Route Sign KY 52	M1-5	24x24	24	24	7.77	4.00	10
Directional Arrow	M6-1	21x15	21	15		2.19	
2Arrows under	M6-4	21x15	21	15	7.77	2.19	
Curve sign	W1-2L	30x30	30	30		6.25	10
Chevron	W1-8	18x24	18	24		3.00	10
Chevron	W1-8	18x24	18	24		3.00	10
Chevron	W1-8	18x24	18	24		3.00	10
Chevron	W1-8	18x24	18	24		3.00	10
Curve sign	W1-2R	30x30	30	30	7.597	6.25	10
Speed advisory	W13-1P	18x18	18	18	7.597	2.25	10
7 mile marker	D10-1	10x18	10	18	_	1.25	10
School Bus Stop	S3-1	36X36	36	36	6.97	9.00	10
Speed Zone ahead	W3-5	36x36	36	36		9.00	
Speed 35 MPH	R2-1	24x30	24	30		5.00	1
Speed 35 MPH	R2-1	24x30	24	30		5.00	
Side Road	W2-2	30x30	30	30	+	6.25	
Stop Sign	R1-1	36X36	36	36		9.00	10
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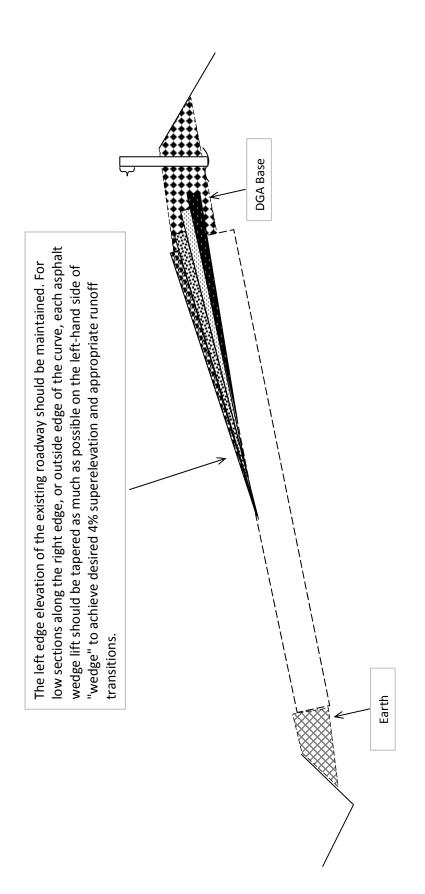
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	Cut/Fill		Hill	Fill	Hill	Hill	Hi	Hill	Ξ	Fill	Ξ	Cut	Cut	Cut	Cut	Cut	Cut	Cut	ΞĒ	III	Fill	ΞĒ	III	Fill	Fill	Cut	Cut	Cut	Cut	Cut	Cut	Cut				
	Inches	0.00	-20.52	-21.84	-20.64	-20.97	-22.61	-25.79	-25.68	-16.44	-3.96	0.12	1.44	0.59	0.78	1.92	0.98	0.36	-8.52	-10.45	-14.00	-20.13	-20.10	-13.20	-6.60	12.60	7.19	4.56	5.02	10.96	16.18	17.33	0.00	0.00	0.00	0.00
Difference	RT	0.00	-1.71	-1.82	-1.72	-1.75	-1.88	-2.15	-2.14	-1.37	-0.33	0.01	0.12	90.0	20.0	0.16	80.0	0.03	-0.71	-0.87	-1.17	-1.68	-1.68	-1.10	-0.55	1.05	09.0	0.38	0.42	0.91	1.35	1.44				
	L	00.00	0.00	0.00	0.00	00.0	00.0	00.00	0.00	00.00	0.00	0.00	0.00	00.0	00.0	00.0	00.00	0.00	0.00	00.0	0.00	0.00	00.0	00.00	0.00	0.00	0.00	00.00	00.0	0.00	00.00	0.00				
	ВΘ		Norm Cr	1.0%	1.9%	2.0%	2.7%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	3.0%	2.3%	2.0%	2.0%	2.0%	2.0%	2.7%	3.9%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	2.0%	%9.0	Norm Cr				
	x-slope		0.00	0.22	0.41	0.44	0.59	0.88	0.88	0.88	0.88	0.88	0.88	0.88	99.0	0.50	0.44	0.44	0.44	0.44	0.59	0.85	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.44	0.12	0.00				
Desired	RT	493.82	494.80	495.32	496.29	496.37	496.82	497.70	497.91	498.85	499.06	499.54	499.87	499.92	499.84	499.73	499.76	499.80	500.32	500.58	96.003	501.63	501.69	502.14	502.94	502.54	502.36	502.28	502.14	501.50	500.75	500.32	499.17	Tie-in	Tie-in	0.00
	C	493.82	494.80	495.21	496.09	496.15	496.53	497.26	497.47	498.41	498.62	499.10	499.43	499.48	499.51	499.48	499.54	499.58	500.10	500.36	500.67	501.20	501.25	501.70	502.50	502.10	501.92	501.84	501.70	501.28	500.69	500.54	499.39	Tie-in	Tie-in	00.00
	L	493.82	494.80	495.10	495.88	495.93	496.23	496.82	497.03	497.97	498.18	498.66	498.99	499.04	499.18	499.23	499.32	499.36	499.88	500.14	500.37	500.78	500.81	501.26	502.06	501.66	501.48	501.40	501.26	501.06	500.63	500.32	499.17	Tie-in	Tie-in	
	e =		-7.8%	-7.3%	%0:9-	%6'9-	%6'9-	-5.8%	-5.7%	-2.2%	2.5%	4.0%	4.5%	4.2%	3.3%	3.0%	2.4%	2.1%	-1.2%	-2.0%	-2.6%	-3.8%	%9 ′8-	-1.0%	1.5%	8.8%	6.7%	2.7%	2.9%	6.2%	%2'9	%9'9	6.1%	4.1%	%2'9	%0'0
Existing	Diff	0.00	-1.71	-1.60	-1.31	-1.31	-1.29	-1.27	-1.26	-0.49	93.0	68'0	1.00	6.0	6.73	99'0	0.52	0.47	-0.27	-0.43	-0.58	-0.83	08'0-	-0.22	0.33	1.93	1.48	1.26	1.30	1.35	1.47	1.44	1.35	0.91	1.47	
Exis	RT	493.82	493.09	493.50	494.57	494.63	494.94	495.55	495.77	497.48	498.73	499.55	499.99	499.97	499.91	499.89	499.85	499.83	499.61	499.71	499.80	499.95	500.01	501.04	502.39	503.59	502.96	205.66	502.56	502.41	502.10	501.76	500.52	498.69	497.51	
	LT	493.82	494.80	495.10	495.88	495.93	496.23	496.82	497.03	497.97	498.18	498.66	498.99	499.04	499.18	499.23	499.32	499.36	499.88	500.14	500.37	500.78	500.81	501.26	502.06	501.66	501.48	501.40	501.26	501.06	500.63	500.32	499.17	497.78	496.04	
	STA.	0	20	63.8	100	102.3	115.39	140.8	150	200	250	300	320	39.938	375.91	382.07	395.16	400	450	464.34	477.43	200	502.84	220	600	650	683.66	200	70.607	722.16	750	99'09'	800	850	006	
	STA.	00+0	0+20	0+63.80	1+00	1+02.30	1+15.39	1+40.80	1+50	2+00	2+50	3+00	3+50	3+56.66	3+75.91	3+82.07	3+95.16	4+00	4+50	4+64.34	4+77.43	2+00	5+02.84	2+50	00+9	6+50	99.88+9	00+2	7+09.07	7+22.16	7+50	2+60.66	8+00	8+50	00+6	
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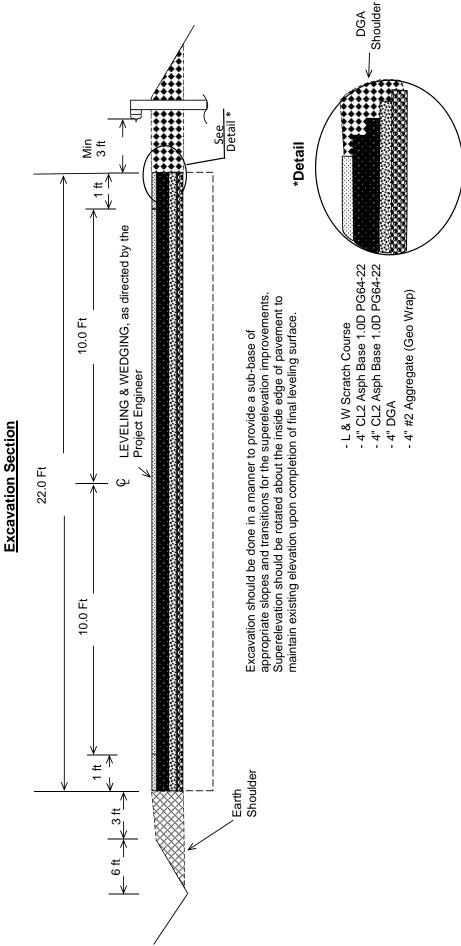
ESTILL COUNTY

Asphalt Wedging



ESTILL COUNTY

STA. 6+00 to 7+61



GUARDRAIL DELIVERY VERIFICATION SHEET

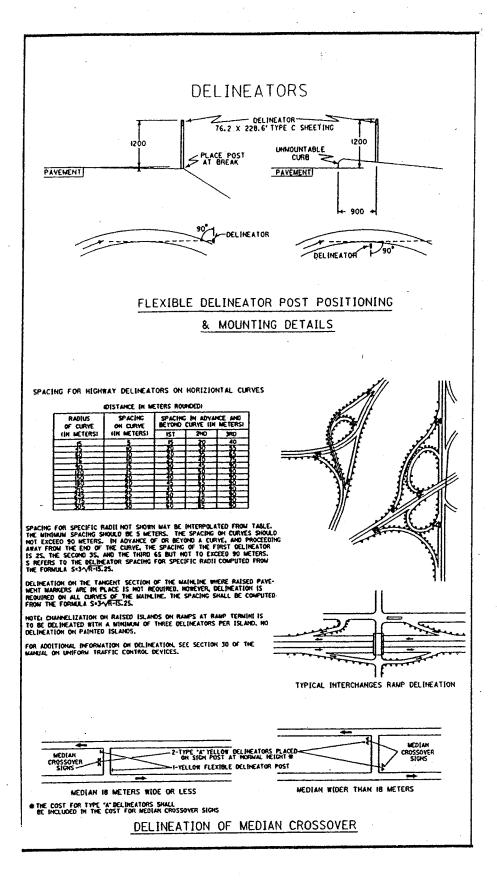
CONTRACT	ID			

		QUAN	IIIIES
DESCRIPTION	UNIT	FIELD VERIFIED	DELIVERED
GUARDRAIL STEEL W BEAM	LF		
GUARDRAIL STEEL THRIE BEAM	LF		
GUARDRAIL THRIE BEAM-W BEAM CONNECTOR	EA		
GUARDRAIL TERMINAL SECTION No. 1	EA		
GUARDRAIL TERMINAL SECTION No. 2	EA		
GUARDRAIL TERMINAL SECTION No. 3	EA		
GUARDRAIL THRIE BEAM TERMINAL SECTION	EA		
CRASH CUSHION TYPE VI	EA		
CRASH CUSHION TYPE VII	EA		
CRASH CUSHION TYPE IX/IX-A	EA		
GUARDRAIL END TREATMENT TYPE 1	EA		
GUARDRAIL END TREATMENT TYPE 2A	EA		
GUARDRAIL END TREATMENT TYPE 3	EA		
GUARDRAIL END TREATMENT TYPE 4A	EA		
GUARDRAIL END TREATMENT TYPE 7	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A/A-1	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE E/E-1	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE C	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE D	EA		
GUARDRAIL CONNECTOR TO CONC MED PIER	EA		
GUARDRAIL CONNECTOR TO CONC SHLDR PIER	EA		
GUARDRAIL POSTS-STEEL	EA		
GUARDRAIL OFFSET BLOCK TYPE 4	EA		
GUARDRAIL OFFSET BLOCK STEEL	EA		
GUARDRAIL OFFSET BLOCK THRIE BEAM	EA		
GUARDRAIL BACK-UP PLATE W BEAM	EA		
GUARDRAIL BACK-UP PLATE THRIE BEAM	EA		
GUARDRAIL NUTS, BOLTS, & WASHERS	BAG		
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NOTES:

- 1. Dispose of concrete foundations and timber posts off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department.
- 2. Salvage and deliver removed guardrail system components, other than concrete foundations and timber posts, according to Section 719.03.07.
- 3. Prior to removing the materials from the project site, obtain the Contractor's and Engineer's representativ's signatures.
- Upon delivery, obtain the Bailey Bridge Lot's representative's signature and submit this completed form to the Engineer.
 The Department will not measure removed guardrail components for payment without completed delivery verification sheet(s).

	PRINTED NAME	SIGNATURE	DATE
RESIDENT ENGINEER'S REPRESENTATIVE			
CONTRACTOR'S REPRESENTATIVE			
BAILEY BRIDGE LOT'S REPRESENTATIVE			



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.*

CLIDGECTION	101.02 All maiding
SUBSECTION: REVISION:	101.02 Abbreviations. Insert the following abbreviation and text into the section:
112 (1510)	most the following desire viation and text into the section.
	KEPSC Kentucky Erosion Prevention and Sediment Control
SUBSECTION:	101.03 Definitions.
REVISION:	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 an individual project.
SUBSECTION: REVISION:	102.03 Contents of the Bid Proposal Form. Replace the first sentence of the first paragraph with the following:
REVISION.	The Bid Proposal form will be available on the Department internet website
	(http://transportation.ky.gov/contract/).
	Delete the constant and a second
	Delete the second paragraph.
	Delete the last paragraph.
SUBSECTION:	102.04 Issuance of Bid Proposal Form.
REVISION:	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.
SUBSECTION: REVISION:	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.
SUBSECTION: REVISION:	102.07.01 General. Replace the first sentence with the following:
KEVISION:	replace the first sentence with the following.
	Submit the Bid Proposal on forms furnished on the Bid Express Bidding Service website (www.bidx.com).
	Replace the first sentence of the third paragraph with the following:
	Bid proposals submitted shall use an eligible Digital ID issued by Bid Express.

SUBSECTION: REVISION:	102.07.02 Computer Bidding. Replace the first paragraph with the following:
	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 (http://transportation.ky.gov/contract/). Download the bid file from the Bid Express Bidding Service Website to prepare a Bid Proposal for submission to the Department. Submit Bid Proposal electronically through Bid Express Bidding Service.
	Delete the second and third paragraph.
SUBSECTION: REVISION:	102.08 Irregular Bid Proposals. Delete the following from the first paragraph: 4) fails to submit a disk created from the Highway Bid Program.
	Replace the second paragraph with the following: The Department will consider Bid Proposals irregular and may reject them for the following reasons:
	 when there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning; or when the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award; or any failure to comply with the provisions of Subsection 102.07; or Bid Proposals in which the Department determines that the prices are unbalanced; or when the sum of the total amount of the Bid Proposal under consideration exceeds the bidder's Current Capacity Rating.
SUBSECTION: REVISION:	102.09 Bid Proposal Guaranty. Insert the following after the first sentence:
	Bid Proposals must have a bid proposal guaranty in the amount indicated in the bid proposal form accompany the submittal. A guaranty in the form of a paper bid bond, cashier's check, or certified check in an amount no less than the amount indicated on the submitted electronic bid is required when the electronic bid bond was not utilized with the Bid Express Bidding Service. Paper bid bonds must be delivered to the Division of Construction Procurement prior to the time of the letting.
SUBSECTION: REVISION:	102.10 Delivery of Bid Proposals. Replace paragraph with the following:
	Submit all Bid Proposals prior to the time specified in the Notice to Contractors. All bids shall be submitted electronically using Bid Express Bidding Services. Electronically submitted bids must be done in accordance with the requirements of the Bid Express Bidding Service.
SUBSECTION: REVISION:	102.11 Withdrawal or Revision of Bid Proposals. Replace the paragraph with the following:
	Bid Proposals can be withdrawn in accordance the requirements of the Bid Express Bidding Service prior to the time of the Letting.
	

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SUBSECTION:	102.13 Public Opening of Bid Proposals.
REVISION:	Replace Heading with the following: 102.13 Public Announcement of Bid Proposals.
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	Replace the paragraph with the following:
	The Department will publicly announce all Bid Proposals at the time indicated in the Notice to
	Contractors.
SUBSECTION:	103.02 Award of Contract.
REVISION:	Replace the first sentence of the third paragraph with the following:
	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.
SUBSECTION:	105.02 Plans and Working Drawings.
REVISION:	Insert the following after the fourth paragraph:
	Submit electrical shop drawings, design data, and descriptive literature for materials in electronic
	Submit electrical shop drawings, design data, and descriptive literature for materials in electronic format to the Division of Traffic Operations for approval. Drawings and literature shall be
	submitted for lighting and signal components. Notify the Engineer when submitting information to
	the Division of Traffic Operations. Do not begin work until shop drawings are approved.
	Submit shop drawings for traffic counting equipment and materials in electronic format to the
	Engineer or the Division of Planning. Notify the Engineer when submitting information directly to
	the Division of Planning. Do not begin work until shop drawings are reviewed and approved.
SUBSECTION:	105.03 Record Plans.
REVISION:	Replace the section with the following:
	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.

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

(Effective with the July15, 2011 Letting)

SUBSECTION: REVISION:

105.12 Final Inspection and Acceptance of Work.

Insert the following paragraphs after the first paragraph:

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.

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.

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.

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.

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.

Replace the following in the second sentence of the second paragraph:

Replace Section 213 with Section 212.

Delete the fifth paragraph from the section.

SUBSECTION: REVISION:

105.13 Claim Resolution Process.

Replace the last sentence of the 3. Bullet with the following:

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.

Delete the last paragraph from the section.

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SUBSECTION: REVISION:

106.04 Buy America Requirement.

Replace the section with the following:

106.04 Buy America Requirement. Follow the "Buy America" provisions as required by Title 23 Code of Federal Regulations § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

SUBSECTION: REVISION:

106.10 Field Welder Certification Requirements.

Insert the following sentence before the first sentence of the first paragraph:

All field welding must be performed by a certified welder unless otherwise noted.

SUBSECTION: REVISION:

108.02 Progress Schedule.

Insert the following prior to the first paragraph:

Specification 108.02 applies to all Cabinet projects except the following project types:

- Right of Way Mowing and/or Litter Removal
- Waterborne Paint Striping
- Projects that contain Special Provision 82
- Projects that contain the Special Note for CPM Scheduling

Insert the following paragraph after paragraph two:

Working without the submittal of a Written Narrative is violation of this specification and additionally voids the Contractor's right to delay claims.

Insert the following paragraph after paragraph six:

The submittal of bar chart or Critical Path Method schedule does not relieve the Contractor's requirement to submit a Written Narrative schedule.

	Insert the following at the beginning of the first paragraph of A) Written Narrative.:
	Submit the Written Narrative Schedule using form TC 63-50 available at the Division of Construction's website (http://www.transportation.ky.gov/construction/ResCenter/ResCenter.htm).
	Replace Part A) Written Narrative 1. And 2. with the following:
	 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. 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.
SUBSECTION: REVISION:	109.07.01 Liquid Asphalt. Add the following to the Adjustable Contract Items: Stone Matrix Asphalt for Base Stone Matrix Asphalt for Surface
SUBSECTION: REVISION:	110.01 Mobilization. Replace paragraph three with the following:
	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.
SUBSECTION: REVISION:	110.02 Demobilization. Replace the third paragraph with the following:
	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.
SUBSECTION: REVISION:	110.04 Payment. Insert the following paragraph following the demobilization payment schedule (4 th paragraph):
	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.

SUBSECTION: REVISION:	112.03.01 General Traffic Control. Replace paragraph three with the following:
	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.
SUBSECTION:	112.03.11 Temporary Pavement Markings.
PART: REVISION:	B) Placement and Removal of Temporary Striping. Replace the 2 nd sentence of the first paragraph with the following:
THE VISION	
	On interstates and parkways, and other roadways approved by the State Highway Engineer, install pavement striping that is 6 inches in width.
SUBSECTION:	112.03.12 Project Traffic Coordinator (PTC).
REVISION:	Add the following at the end of the subsection:
	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.
SUBSECTION: REVISION:	112.03.15 Non-Compliance of Maintain and Control of Traffic. Add the following section:
	112.03.15 Non-Compliance of Maintain and Control of Traffic. 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.
	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.
	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:
	A) Long-term stationary work that occupies a location more than 3 days.
	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.
	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.
	7 Days after Notification \$2,000 daily penalty or double the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.

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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.

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.

C) Short-term stationary is work that occupies a location for more than 1 hour within a single 24-hour period.

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.

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.

SUBSECTION:

206.03.02 Embankment

REVISION:

Replace the last paragraph with the following:

When rock roadbed is specified, construct the upper 2 feet of the embankment according to Subsection 204.03.09 A).

SUBSECTION: REVISION:

213.03.03 Inspection and Maintenance.

Replace the last sentence of the second paragraph with the following:

Initiate corrective action within 24 hours of any noted deficiency and complete the work within 7 calendar days of receipt of the report. The Contractor shall make a concentrated effort to complete any corrective action required prior to the next predicted rainfall event.

Insert the following paragraph after the second paragraph:

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 7calendar days of receipt of the report. The Contractor shall make a concentrated effort to complete any corrective action required prior to the next predicted rainfall event.

SUBSECTION:	012 02 05 T
PART:	213.03.05 Temporary Control Measures.
REVISION:	E) Temporary Seeding and Protection. Replace the first paragraph with the following:
REVISION:	Replace the first paragraph with the following:
	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 (Setaria italica), 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.
SUBSECTION:	213.03.05 Temporary Control Measures.
PART:	F) Temporary Mulch.
REVISION:	Replace the last sentence with the following:
	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.
SUBSECTION:	303.05 Payment.
REVISION:	Replace the second paragraph of the section with the following:
	The Department will make payment for Drainage Blanket-Type II (ATDB) according to the Lot
	Pay Adjustment Schedule for Specialty Mixtures in Section 402.
SUBSECTION:	401 02 04 Crasial Requirements for Drawn Drawn Plants
PART:	401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control.
REVISION:	Replace the first sentence with the following:
REVISION.	Replace the first sentence with the following.
	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.
SUBSECTION:	401.02.04 Special Requirements for Dryer Drum Plants.
REVISION:	Add the following:
	Part G) Water Injection System. 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: 1) Injection equipment computer controls are automatically coupled to the plants controls (manual operation is not permitted);
	2) Injection equipment has variable controls that introduce water ratios based on production rates of mixtures;
	3) Injects water into the flow of asphalt binder prior to contacting the aggregate;
	4) Provides alarms on the water injection system that operate when the flow of water is
	interrupted or deviates from the prescribed water rate.
SUBSECTION:	401.03.01 Preparation of Mixtures.
REVISION:	Replace the last sentence of the second paragraph with the following:
	Do not you combalt hinden while it is fooming in a storage tool
	Do not use asphalt binder while it is foaming in a storage tank.
<u> </u>	

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SUBSECTION: REVISION:

401.03.01 Preparation of Mixtures.

Replace the third paragraph and Mixing and Laying Temperature table with the following:

Maintain the temperature of the component materials and asphalt mixture within the ranges listed in the following 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	PG 64-22 HMA	250	330		
(Measured in Truck)	PG 76-22 HMA	310	350		
	PG 64-22 WMA	230	275		
	PG 76-22 WMA	250	300		
Asphalt Mixtures at Project	PG 64-22 HMA	230	330		
(Measured in Truck	PG 76-22 HMA	300	350		
When Discharging)	PG 64-22 WMA	210	275		
	PG 76-22 WMA	240	300		

SUBSECTION: REVISION:

402.01 Description.

Replace the paragraph with the following:

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.

SUBSECTION REVISION:

402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. Add the following subsection:

Add the following subsection.

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.

SUBSECTION: REVISION:

402.05.02 Asphalt Mixtures and Mixtures With RAP.

Replace Subsection Title as below:

402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.

SUBSECTION: REVISION:

402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Replace the paragraph with the following:

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 sublot and average the sublot 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.

SUBSECTION: PART:				
REVISION:				
	C) HMA, WMA and RAP Mixtures Placed on Shoulders or Placed as Asphalt Pavement Wedge.			
	Placed monolithically with the Mainline – Width of 4 feet or less. The Department will pay as mainline mixture.			
	2) Placed monolithically with the Mainline – Width of greater than 4 feet. The Department will pay as mainline mixture but use 1.00 for the Lane and Joint Density Pay Value for			
	shoulder or Asphalt Pavement Wedge quantities. 3) Placed Separately. The Department will use 1.00 for the Lane and Joint Density Pay			
	Value.			
SUBSECTION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.			
PART: REVISION:	D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Replace the title with the following:			
	D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.			
	Delete the following:			
	D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. The Department will pay as mainline mixture but use a 1.00 pay value for all properties.			
SUBSECTION: PART:	402.05.02 Asphalt Mixtures for Temporary Pavement. E) Asphalt Mixtures for Temporary Pavement.			
REVISION:	Replace E) Asphalt Mixtures for Temporary Pavement with the following:			
	D) Asphalt Mixtures for Temporary Pavement.			
SUBSECTION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures			
PART: TABLES:				
REVISION:	Replace the VMA table with the following:			
	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.			
CLIDGECTION	402.07.02 A. L. L. M. A. L. L. L. M. A. W. A. DAD			
SUBSECTION: PART:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures			
TABLES: REVISION:	VMA Replace the VMA table with the following:			
KEVISION:	Replace the VMA table with the following.			
	VMA			
	Pay Value Deviation			
	From Minimum			
	$ \begin{array}{c c} 1.00 & \geq \min. \text{ VMA} \\ \hline 0.95 & 0.1\text{-}0.5 \text{ below min.} \\ \end{array} $			
	0.95 0.1-0.3 below min. 0.90 0.6-1.0 below min.			
	(1) > 1.0 below min.			

SUBSECTION: PART: TABLE: REVISION:	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:							
	VMA							
			Pay Value		viation	-		
			1 ay value		Minimum			
			1.00	≥mi	n. VMA	1		
			0.95		0.5 bel w			
			0.9		min. below min.			
			(2)	> 1.0 t	elow min.			
SUBSECTION: PART: NUMBER: REVISION:	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: 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:							
		Class	ECAL 2- (:111:			er of Gyr		
		Class 2	ESAL's (milli < 3.0	ons)	N _{initial}	N _{design}	N _{max} 75	
		3	3.0 to < 30.	0	7	75	115	
CLIDGECTION	402 02 00 L	4	≥ 30.0		8	100	160	
SUBSECTION: PART: REVISION:	403.03.09 Leveling and Wedging, and Scratch Course. A) Leveling and Wedging. Replace the first sentence of the first paragraph with the following: Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.							
SUBSECTION:			ing, and Scratch Co	ourse.				
PART: REVISION:	B) Scratch Cou Replace the sec		f the first paragrapl	h with th	e followir	ng:		
112 (1510 1 ()	_	gradation requ	irements (control p				for base,	binder, or
SUBSECTION:	407.01 DESCR			h o f c 11 -				
REVISION:	Replace the first sentence of the paragraph with the following: Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.							
SUBSECTION:	409.01 DESCR	RIPTION.						
REVISION:			ne paragraph with the	he follow	ing:			
	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.							
SUBSECTION:	410.01 DESCR		the never areas					
REVISION:	Delete the seco	onu sentence of	me paragraph.					

SUBSECTION:	410.03.01 Corrective Work.					
REVISION:	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.					
SUBSECTION:	410.03.02 Ride Quality.					
PART: NUMBER:	B) Requirements. 1) Category A.					
REVISION:	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.					
SUBSECTION:	410.03.02 Ride Quality.					
PART: NUMBER:	B) Requirements. 2) Category B.					
REVISION:	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.					
SUBSECTION:	410.05 PAYMENT.					
REVISION:	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.					
SUBSECTION:	413.05.02 CL3 SMA BASE 1.00D PG76-22.					
REVISION:	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.					
SUBSECTION:	413.05.02 CL3 SMA BASE 1.00D PG 76-22.					
TABLE: REVISION:	JOINT DENSITY TABLE Replace the joint density table with the following:					
REVISION.	replace the joint density table with the following.					
	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					
	0.95 92.0-92.9 or 98.6-97.0 0.90 91.0-91.9 or 97.1-97.5					
	(1) < 91.0 or > 97.5					
SUBSECTION:	413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22.					
REVISION:	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					
	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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SUBSECTION: TABLE: REVISION:	413.05.03 CL3 S JOINT DENSITY Replace the joint	Y TABLE	A PG76-22 and CL3 SMA h the following:	SURF 0.38A PG76-22	
	Г		DENSITY		1
		Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	=
		1.05	95.0-96.5	92.0-96.0	1
		1.00	93.0-94.9	90.0-91.9	1
		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	1
		0.75		< 88.0 or > 97.0	1
		(1)	< 91.0 or > 97.5		
SUBSECTION: REVISION:		g sentence to the	end of the first paragraph: ents for the ride quality sh		e project as a
SUBSECTION: REVISION:	505.03.04 Detec Replace the first Install detectable Standard Drawin	sentence with the warning pavers a	following: at all sidewalk ramps and o	on all commercial entra	nces according to the
SUBSECTION:	505.04.04 Detect	able Warnings.			
REVISION:	Replace the parag		llowing:		
	projects will requapplicable to the	ire the removal or project. The cost detectable warning	quantity in square feet. A of existing sidewalks to me tassociated with the removes bid item or incidental te noted.	et the requirements of the val of the existing sidev	the standard drawings walk will be
SUBSECTION: REVISION:	505.05 PAYMEN Add the followin		table:		
	<u>Code</u> 23158ES505	Pay Item Detectable W	Pay Unit Square Foot		
SUBSECTION: REVISION:	509.01 DESCRIE Replace the secon		n the following:		

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.)

SUBSECTION: REVISION:	601.03.02 Concrete Producer Responsibilities. Replace the first sentence with the following:
	Obtain the concrete from producers that are in compliance with KM 64-323 and on the Department's List of Approved Materials.
	Add the following to the first paragraph:
	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.
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	B) Certified Personnel.
REVISION:	Replace the second sentence with the following:
	Ensure that the concrete technicians are certified as ACI Level I (Level I) and KRMCA Level II (Level II).
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	C) Quality Control. Replace the second centence with the following:
REVISION:	Replace the second sentence with the following:
	Ensure that the Level II concrete technician is present when work is in progress and is responsible for
	inspecting trucks, batch weight calculations, monitoring batching, making mixture adjustments,
	reviewing the slump, air content, unit weight, temperature, and aggregate tests, all to provide conforming
	concrete to the project.
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART:	D) Producer Testing.
REVISION:	Replace with the following:
	When producing for state work, have a Qualified Concrete Aggregate Technician or KYTC Qualified Aggregate Technician perform, at a minimum, weekly gradations and minus 200 wash tests and daily moisture contents of coarse and fine aggregate (Fine aggregates will not require a minus 200 wash test). Using the daily moisture contents, adjust the approved mix design accordingly prior to production. Ensure that the Level II concrete technician is present when work is in progress and is responsible for inspecting trucks, batch weight calculations, monitoring batching, making mixture adjustments, reviewing the slump, air content, unit weight, temperature, and aggregate tests, all to provide conforming concrete to the project.
SUBSECTION:	601.03.02 Concrete Producer Responsibilities.
PART: REVISION:	E) Trip Tickets. Replace the second sentence with the following:
	Include on the trip ticket the Sample ID for the approved mix design and a statement certifying that the data on the ticket is correct and that the mixture conforms to the mix design.
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
NUMBER:	2) Mineral Admixtures. Peoples the second sentence with the following:
REVISION:	Replace the second sentence with the following:
	Reduction of the total cement content by a combination of mineral admixtures will be allowed, up to a maximum of 40 percent.

SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
NUMBER:	2) Mineral Admixtures.
LETTER:	a) Fly Ash.
REVISION:	Delete the last sentence of the third paragraph.
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
NUMBER:	2) Mineral Admixtures.
LETTER:	b) Ground Granulated Blast Furnace Slag (GGBF Slag).
REVISION:	Delete the second sentence of the third paragraph.
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	E) Measuring.
REVISION:	Add the following sentence:
	Conform to the individual ingredient material batching tolerances in Appendix A.
SUBSECTION:	601.03.09 Placing Concrete.
PART:	A) General.
REVISION:	Replace the last sentence of the fourth paragraph with the following:
	Do not use aluminum or aluminum alloy troughs, pipes, or chutes that have surface damage or for
	lengths greater than 20 feet.
	Replace the second sentence of the fifth paragraph with the following:
	When pumping, equip the delivery pipe with a nozzle, having a minimum of 2 right angles, at the
	discharge end. Alternate nozzles or restriction devices may be allowed with prior approval by the
	Engineer.
GTIP GP GPT ON	(0, 0, 0, 0, 1)
SUBSECTION:	605.02.05 Forms. Delete the last sentence.
REVISION:	Delete the last sentence.
SUBSECTION:	605.03.04 Tack Welding.
REVISION:	Replace with the following:
	The Department does not allow tack welding.
SUBSECTION:	606.02.11 Coarse Aggregate.
REVISION:	Replace with the following:
	Conform to Section 805, size No. 8 or 9-M.
SUBSECTION:	609.03.04 Expansion and Fixed Joints.
PART:	D) Preformed Neoprene Joint Seals.
REVISION:	Replace the last sentence of paragraph seven with the following:
	Field splices will not be allowed during partial width construction. It is Contractor's responsibility to
GTIP GT ST	determine and install the length of seal required for the joint to barrier wall as per the standard drawing.
SUBSECTION:	609.03.09 Finish with Burlap Drag.
REVISION:	Delete the entire section.
SUBSECTION:	609.04.06 Joint Sealing.
REVISION:	Replace Subsection 601.04 with the following:
	Subsection 606.04.08.

600.05 P
609.05 Payment. Replace the Pay Unit for Joint Sealing with the following:
Topiace are Lay Chit for John Bearing with the following.
See Subsection 606.05.
701.03.06 Initial Backfill.
Replace the first sentence of the last paragraph with the following:
When the Contract specifies, perform quality control testing to verify compaction according to KM 64-512.
701.03.08 Testing of Pipe.
Replace and rename the subsection with the following:
701.03.08 Inspection of Pipe. 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. 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. 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. 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 Enginee
701.04.07 Testing.
Replace and rename the subsection with the following:
701.04.07 Pipeline Video Inspection. 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.

SUBSECTION: REVISION:	701.05 PAYMENT. Add the following pay item to	the list of pay items:	
112 (12101 (<u>Code</u> <u>Pa</u>	y Item peline Video Inspection	<u>Pay Unit</u> Linear Foot
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERM Replace this table with the follow		TING
		PIPE DEFLECT	TION
	Amount of Deflection	on (%)	Payment
	0.0 to 5.0	,	100% of the Unit Bid Price
	5.1 to 9.9		50% of the Unit Bid Price (1)
	10 or greater]	Remove and Replace
	(1) Provide Structural Analgallowed to remain in place at the		sed on the structural analysis, pipe may be
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERM Delete this table.	/INED BY MANDREL TE	STING
SUBSECTION: REVISION:	713.02.01 Paint.		
REVISION:	Replace with the following:		
	Conform to Section 842 and Se	ection 846.	
SUBSECTION:	713.03 CONSTRUCTION.		
REVISION:	Replace the first sentence of the	e second paragraph with the	e following:
	On interstates and parkways, as striping that is 6 inches in width		the State Highway Engineer, install pavement
SUBSECTION: REVISION:	713.03.03 Paint Application. Replace the second paragraph v	with the following table:	
	Material	Paint Application Ra	
	4 inch waterborne paint	Min. of 16.5 gallons/	
	6 inch waterborne paint	Min. of 24.8 gallons/mi	
SUBSECTION:	6 inch durable waterborne pai 713.03.04 Marking Removal.	int Min. of 36 ganons/mi	le Min. of 6 pounds/gallon
REVISION:	Replace the last sentence of the	e paragraph with the followi	ing:
	Vacuum all marking material a	nd removal debris concurre	ntly with the marking removal operation.
SUBSECTION:	713.05 PAYMENT.		
REVISION:	Insert the following codes and	pay items below the Paveme	ent Striping – Permanent Paint:
	Code Pay Item		Pay Unit
		erborne Marking – 6 IN W	Linear Foot
	24190ER Durable Water	erborne Marking – 6 IN Y	Linear Foot
	24191ER Durable Water	erborne Marking – 12 IN W	Linear Foot
	i e		

SUBSECTION: REVISION:	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.
SUBSECTION: REVISION:	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.
SUBSECTION: REVISION:	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.
SUBSECTION:	716.02.01 Roadway Lighting Materials.
REVISION:	Replace the last two sentences of the paragraph with the following:
	Submit for material approval an electronic file of descriptive literature, drawings, and any requested design data to the Division of Traffic Operations. Do not begin work until shop drawings are approved. Notify the Engineer when submitting any information to the Division of Traffic Operations. Do not make substitutions for approved materials without written permission as described above.
SECTION: REVISION:	717 – THERMOPLASTIC INTERSECTION MARKINGS. Replace the section name with the following:
KEVISION.	
	INTERSECTION MARKINGS.
SUBSECTION: REVISION:	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.
SUBSECTION: REVISION:	717.02 MATERIALS AND EQUIPMENT. Insert the following subsection:
KEVISION.	
	717.02.06 Type I Tape. Conform to Section 836.
SUBSECTION: REVISION:	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.

PART: REVISION: 2) Type I Tape. During the proving period, ensure that the pavement marking material shows no signs of failure due to bilstering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, drippings, chippings, spalling, poor adhesion to the pavement, loss of retroreflectivity, vehicular damage, and normal wear. Type I Tape is namufactured 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 lape based on a nightline visual observation. SUBSECTION: REVISION: 717.03.06 Marking Removal. REVISION: Code Code Code Code Deve Marking – R/R X Bucks 16 IN Linear Foot 20782NSY14 23251ES717, 23264ES717 Pave Mark Ty I Tape X-Walk, Size Linear Foot 23252ES717, 23264ES717 Pave Mark Ty I Tape Stop Bar, Size Linear Foot 23252ES717 23253ES717 Pave Mark Ty I Tape Cross Hatch 23251ES717 2326ES717 Pave Mark Ty I Tape Cross Hatch 23251ES717 2326ES717 Pave Mark Ty I Tape Obled Lane Extension 23255ES717 Pave Mark Ty I Tape Obled Lane Extension 23255ES717 Pave Mark Ty I Tape Obled Lane Extension 23255ES717 Pave Mark Ty I Tape Obled Lane Extension 23255ES717 Pave Mark Ty I Tape Obled Lane Extension 23256ES717 Pave Mark Ty I Tape Obled Lane Extension 23256ES717 Pave Mark Ty I Tape Obled Lane Extension 23256ES717 Pave Mark Ty I Tape Obled Lane Extension 23256ES717 Pave Mark Ty I Tape Obled Lane Extension 23256ES717 Pave Mark Ty I Tape Obled Lane Extension 23266ES717 Pave Mark Ty I Tape Obled Lane Extension 23256ES717 Pave Mark Ty I Tape Obled Lane Extension 23266ES717 Pave Mark Ty I Tape Obled Lane Extension 23266ES717 Pave Mark Ty I Tape Obled Lane Extension 23266ES717 Pave Mark Ty I Tape Obled Lane Extension 23266ES717 Pave Mark Ty I Tape Obled Lane Extension 23266	SUBSECTION:	717.03.05 Proving Period.		
REVISION: 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, Chippings, Sulping, 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 A1). Tetroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation. SUBSECTION: REVISION: REVISION: REVISION: Code O6563 Pav Marking Removal. Pave Marking FRR X Bucks 16 IN Linear Foot Pave Marking FRR X Bucks 16 IN Linear Foot Pave Marking Themo – Bike Each 23251ES717, 23265ES717 Pave Mark TY I Tape X-Walk, Size Linear Foot 23255ES717, 23265ES717 Pave Mark TY I Tape Stop Bar, Size 23255ES717 Pave Mark TY I Tape Dotted Lane Extension 23255ES717 Pave Mark TY I Tape Dotted Lane Extension Linear Foot 23255ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each 23257ES717 Pave Mark TY I Tape - ONLY Each				
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23255ES717 Pave Mark TY I Tape Arrow, Type Each 23268ES717-23270ES717 2326ES717 Pave Mark TY I Tape- ONLY Each 23256ES717 Pave Mark TY I Tape- SCHOOL Each 23266ES717 Pave Mark TY I Tape R/R X Bucks-16 IN Linear Foot 23267ES717 Pave Mark TY 1 Tape Bike Each 23267ES717 Pave Mark TY 1 Tape-Bike Each SUBSECTION: REVISION: 725.02.02 Type VI Class C & CT. Replace bullet 2) with the following: 2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to AASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM -beam connectors after fabrication according to ASTM A 123. SUBSECTION: REVISION: 725.02.04 Type VII Class C. Replace bullet 2) with the following: 2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM fender panels conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM-beam connectors after fabrication according to ASTM A 123. SUBSECTION: REVISION: 801.01 REQUIREMENTS. Delete the fourth sentence of the first paragraph and add the following to the second paragraph. When supplying cement with a SO ₃ content above the value in table I of ASTM C 150, include		23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot
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 SUBSECTION: REVISION: 23 The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM bystem as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM system as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. SUBSECTION: REVISION: REVISION: 801.01 REQUIREMENTS. Delete the fourth sentence of the first paragraph and add the following to the second paragraph. When supplying cement with a SO ₃ content above the value in table I of ASTM C 150, include		23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot
23256ES717 Pave Mark TY I Tape- ONLY Each 23257ES717 Pave Mark TY I Tape- SCHOOL Each 23266ES717 Pave Mark TY I Tape R/R X Bucks-16 IN Linear Foot 23267ES717 Pave Mark TY 1 Tape-Bike Each SUBSECTION: REVISION: 725.02.02 Type VI Class C & CT. Replace bullet 2) with the following: 2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM -beam connectors after fabrication according to ASTM A 123. SUBSECTION: REVISION: 725.02.04 Type VII Class C. Replace bullet 2) with the following: 2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM-beam connectors after fabrication according to ASTM A 123. SUBSECTION: REVISION: When supplying cement with a SO ₃ content above the value in table I of ASTM C 150, include		23255ES717	Pave Mark TY I Tape Arrow, Type	Each
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		When overlying a second of the	CO content above the value in table I of ACTIA C 15	O impliedo
supportive AS TM C 1036 14-day expansion test data for the supplied SO ₃ content on the certification.				
		Supportive AS 1W C 1036 14-08	ay expansion test data for the supplied 503 content on	uie ceruireauon.
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SUBSECTION: REVISION:	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.
SUBSECTION: REVISION:	805.04 CONCRETE. Delete footnote (1) The permissible lightweight particle content of gravel coarse aggregate for reinforced
REVISION.	concrete box culvert sections, concrete pipe, pipe arches, or for use only in concrete that will be permanently protected from freezing by 2 feet or more of cover is 10.0 percent.
SUBSECTION:	805.04 CONCRETE.
REVISION:	Replace the "AASHTO T 160" reference in first sentence of the third paragraph with "KM 64-629"
SUBSECTION:	805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.
TABLE:	AGGREGATE SIZE USE
PART:	Cement Concrete Structures and Incidental Construction
REVISION:	Replace "9-M for Waterproofing Overlays" with "8 or 9-M for Waterproofing Overlays"

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

(Effective with the July15, 2011 Letting)

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

					S	IZES (SIZES OF COARSE AGGREGATES	RSE AC	GGREG	ATES							
	Sieve		Al	NOUNTS	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT	AN EACH	I LABORAT	ORY SII	EVE (SQU,	ARE OPEN	INGS) PEF	CENTAG	E BY WEI	GHT			
Aggregate Size	Nominal ⁽³⁾ 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		0-5							
3	2 inch				100	90-100	35-70	0-15		0-5							
357	2 inch				100	95-100		35-70		10-30		0-5					
4	1 ½ inch					100	901-00	20-55	0-15		0-5						
467	1 ½ inch					100	95-100		35-70		10-30	0-5					
5	1 inch						100	90-100	20-55	0-10	0-5						
57	1 inch						100	95-100		25-60		0-10	0-5				
610	1 inch						100	85-100		40-75		15-40					
67	3/4 inch							100	90-100		20-55	0-10	0-5				
68	3/4 inch							100	90-100		30-65	5-25	0-10	0-5			
710	3/4 inch							100	80-100		30-75	0-30					
78	1/2 inch								100	90-100	40-75	5-25	0-10	0-5			
8	3/8 inch									100	85-100	10-30	0-10	0-5			
9-M	3/8 inch									100	75-100	0-25	0-5				
$10^{(2)}$	No. 4										100	85-100				10-30	
$11^{(2)}$	No. 4										100	40-90	10-40			0-5	
DENSE GRADED AGGREGATE (1)	3/4 inch							100	70-100		50-80	30-65			10-40		4-13
CRUSHED STONE BASE (1)	1 ½ inch				100		90-100		60-95		30-70	15-55			5-20		0-8
(I) C						111	1										

© 2

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.

Gradation performed by wet sieve KM 64-620 or AASHIO 1-11/1-27.

Sizes shown for convenience and are not to be considered as coarse aggregates.

Nominal Maximum Size is the largest sieve on the gradation table for an aggregate size on which any material may be retained.

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition (Effective with the July15, 2011 Letting)

SUBSECTION: REVISION:				
	Replace the "ASTM D 3042" method with the "KM 64-625" method for Insoluble Residue.			
SUBSECTION: REVISION:	810.04.01 Coating Requirements. Replace the "Subsection 806.07" references with "Subsection 806.06"			
SUBSECTION: PART: REVISION:	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.			
SUBSECTION: REVISION:				
SUBSECTION: REVISION:				
SUBSECTION: REVISION:	•			
SUBSECTION: TABLE: REVISION:	PAINT COMPOSITION			
SECTION: REVISION:				
	846.01 DESCRIPTION. 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.			
	846.02 Approval. 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			

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

(Effective with the July15, 2011 Letting)

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.

PAINT COMPOSITION					
Property and Test Method	Yellow	White			
Daytime Color (CIELAB)	L* 81.76	L* 93.51			
Spectrophotometer using	a* 19.79	a* -1.01			
illuminant D65 at 45°	b* 89.89	b* 0.70			
illumination and 0° viewing with	Maximum allowa le	Maximum allowable variation			
a 2° observer	variation 4.0∆E*	4.0∆E*			
Nighttime Color (CIELAB)	L* 86.90	L* 93.45			
Spectrophotometer using	a* 24.80	a* -0.79			
illuminant A at 45° illumination	b* 95.45	b* 0.43			
and 0° viewing with a 2° observer	Maximum allowable variation	Maximum allowable variation			
	4.0ΔE*	4.0ΔE*			
Heavy Metals Content	Comply with 40 CFR 261	Comply with 40 CFR 261			
Titanium Dioxide	NA	10% by weight of pigment			
ASTM D 4764		min.			
VOC	1.25 lb/gal max.	1.25 l /gal ma .			
ASTM D 2369 and D 4017					
Contrast Ratio	0.97	0.99			
(at 15 mils wft)					

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 ₂	VOC	Heavy Metals Content
Reduction Rate	60%	10%	10%	10%	60%	60%

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition (Effective with the July15, 2011 Letting)

APPENDIX A:	TABLUATION OF CONSTRUCTION TOLERANCES.
PART:	601.03.03
REVISION:	Replace with the following:
	Concrete accuracy of individual ingredient material for each batch. $\pm 2.0\%$ for aggregates $\pm 1.0\%$ for water $\pm 1.0\%$ for cement in batches of 4 cubic yards or greater $\pm 1.0\%$ for total cementitious materials in batches of 4 cubic yards or greater 0.0% to $+ 4.0\%$ for cement in batches less than 4 cubic yards 0.0% to $+ 4.0\%$ for total cementitious materials in batches less than 4 cubic yards $\pm 3.0\%$ for admixtures
APPENDIX A: PART: REVISION:	TABLUATION OF CONSTRUCTION TOLERANCES. 601.03.03 C) 2) Delete

1I

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.
- 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.
 - 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.)
 - 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.
- 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.

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

*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.
 - When power is lost, the sign automatically becomes blank or displays a preprogrammed default message.

2.4 Power.

- 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:
 - At least 24 spare bulbs available on the project for quick replacement of burned out bulbs.
 - 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:

Code	Pay Item	Pay Unit
02671	Portable Changeable Message Sign	Each

January 5, 2010

STANDARD DRAWINGS THAT APPLY

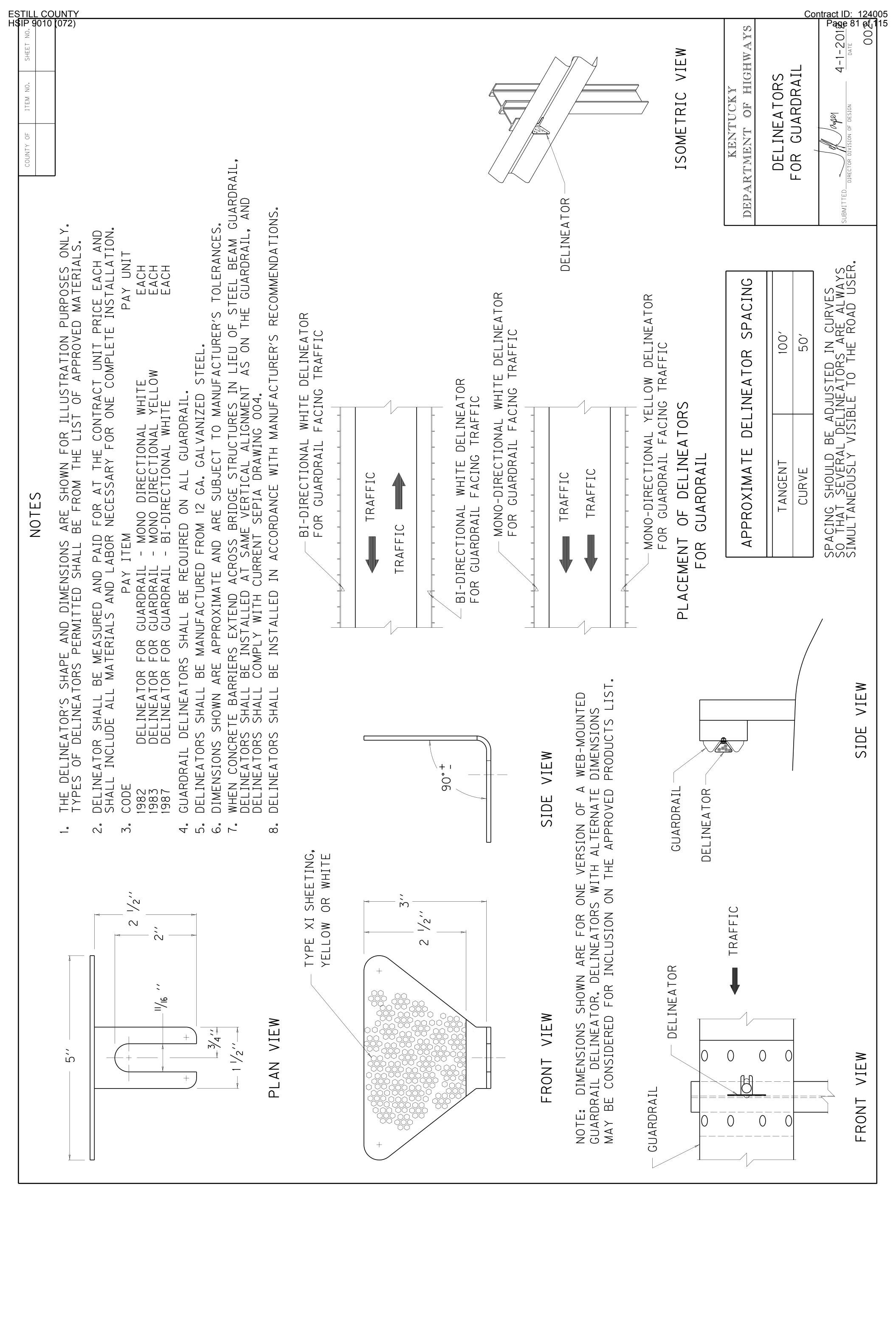
ROADWAY ~ BARRIERS ~

TYPICAL BARRIER INSTALLATIONS	
TYPICAL GUARDRAIL INSTALLATIONS	
TYPICAL GUARDRAIL INSTALLATIONS	RBI-002-06
GUARDRAIL HARDWARE	DDD 004 44
STEEL BEAM GUARDRAIL (W-BEAM)	RBR-001-11
GUARDRAIL COMPONENTS	
GUARDRAIL TERMINAL SECTIONS	
GUARDRAIL POSTS	
GUARDRAIL POSTS	
GUARDRAIL END TREATMENT TYPE 4A	RBR-035-08
~ DRAINAGE ~	
BOX INLETS AND OUTLETS	
DROP BOXES	
DROP BOX INLET TYPE 1	RDR-001-11
DROI BOX INCLI TITE I	RDD-001-11
PAVED DITCHES, FLUME INLETS AND CHANNEL LININGS	
CHANNEL LINING CLASS II AND III	RDD-040-04
TVDICAL DDAINACE INSTALLATIONS	
TYPICAL DRAINAGE INSTALLATIONS CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS	DDI 001 00
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS	
PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER PIPE	
PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER PIPE PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER REINFORCED CONC. PIPE	
PIPE BEDDING, TRENCH CONDITION	
PIPE BEDDING, TRENCH CONDITION	
COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PLATE PIPE	
COATINGS, LININGS AND FAVINGS FOR NON-STRUCTURAL FLATE FIFE	KDI-033-01
~ GENERAL ~	
CURVE WIDENING AND SUPERELEVATION	
CURVE WIDENING AND SUPERELEVATION TRANSITIONS	PCS 001 06
CURVE WIDENING AND SUFERELEVATION TRANSITIONS	KGS-001-00
MISCELLANEOUS STANDARDS	
MISCELLANEOUS STANDARDS PART 1	PCV 001 05
ONE POINT PROCTER FAMILY OF CURVES	
ONE FOINT FROCTER PAINIET OF CORVES	KGA-200
~ PAVEMENT ~	
MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.	
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT	RPM_110_05
CONCRETE ENTRANCE PAVEMENT AND SIDEWALK	
CONCRETE ENTRANCE PAVEMENT AND SIDEWALK	
CONCRETE ENTINGETA VENIENTAND SIDEWALK	101 101-152-00

~ TEMPORARY ~

TRAFFIC CONTROL

TRAITIC CONTROL	
LANE CLOSURE TWO-LANE HIGHWAY CASE I	
LANE CLOSURE TWO-LANE HIGHWAY CASE II	TTC-105-01
LANE CLOSURE USING TRAFFIC SIGNALS	TTC-110-01
SHOULDER CLOSURE	TTC-135-01
<u>DEVICES</u>	
POST SPLICING DETAIL	TTD-110-01
STRIPING OPERATIONS	
MOBILE OPERATION FOR PAINT STRIPING CASE I	TTS-100-01
MOBILE OPERATION FOR PAINT STRIPING CASE II	TTS-105-01
MOBILE OPERATION FOR PAINT STRIPING CASE III	
MOBILE OPERATION FOR PAINT STRIPING CASE IV	TTS-115-01



COUNTY OF TITEM NO. SHEET NO. SHEET NO. SHEET NO.	PE WITH HELICAL L WELDED SEAM (HELICAL CORR.) PE WITH LONGITUDINAL DED SEAM (ANNULAR CORR.) A ALLOY PIPE WITH HELICAL CORR.) ALLOY PIPE ONCRETE PIPE	NOTES CONTINUED NOTES CONTINUED SEE DETAIL SHEET "PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER REINFORCED CONC, PIPE" AND DETAIL SHEET "PIPE BEDDING TRENCH CONDITION REINFORCED CONC, PIPE" FOR RCP COVER HEIGHT AND BEDDING REQUIREMENTS.		5 TO 9.	STORM SEWER PIPE TYPES CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS S. COVER HEIGHTS OUT OF 19 19 19 19 19 19 19 19 19 19 19 19 19
PIPE TYPE 2- 5- 10- 15- 20- 25- 30- 35- 40- 45- 50- 60- (IN) 45- 50- 55- 60- 65- 60- 65-	27 SRA 16 GA. 12 GA. 13 GA. 15 GA. 15 GA. 16 GA. 16 GA. 16 GA. 17 GA. 18 GA. 19	2% x ½ CSPHS(1) 14 GA. 12 GA. 10 GA.	14 GA. 12 GA. 10 GA. 10 GA. 12 GA. 10 GA. 12 GA. 10 GA. 14 GA. 15 GA. 16 GA. 15 GA. 16 GA. 16 GA. 17 GA. 18 GA. 19 GA. 10 GA. 1	2- 5- 10- 15- 20- 25- 30- 35- 40- 45- 50- 55- 60- 5	3 SEE CURRENT STANDARD DRAWING RDI-OOI FOR EXPLANATION OF COVER HEIGHTS LESS THAN 2 FEET. 4. CSP, CAP, SRS AND SRA ARE SHOWN IN GAGE. 5. MAXIMUM COVER HEIGHT MEASURED FROM TOP OF PIPE TO SUB GRADE ELEVATION SHALL GOVERN GAGE OF PIPE TO BE USED FOR ENTIRE LENGTH OF PIPE INSTALLATION. 6. MINIMUM COVER HEIGHT FOR ENTRANCE PIPE SHALL BE 0.5 FEET. 7. ALL CIRCULAR STRUCTURAL PLATE SHALL BE 5% VERTICALLY ELONGATED. 8. ENTRANCE PIPE GREATER THAN 30% DIA. SHALL BE CULVERT PIPE. 9. SEE CURRENT STANDARD DRAWING RDI-O35 FOR COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PIPE.

ESTILL COUNTY Contract ID: 124005 HSIP₁₉₀ 84 of 115 SEWER PIPE TYPES DEPARTMENT OF HIGHWAYS 115-120 SHEET NO. 15-04-25-CSPHS: CORRUGATED STEEL PIPE WITH HELICAL LOCK SEAM OR HELICAL WELDED SEAM (HELICAL CORR.) COVER HEIGHTS 48" PIPE - 54" PIPE -01 ITEM NO. -01 15 CSPLS: CORRUGATED STEEL PIPE WITH LONGITUDINAL RIVETED OR SPOT WELDED SEAM (ANNULAR CORR.) CAPHS: CORRUGATED ALUMINUM ALLOY PIPE WITH HELICAL LOCK SEAM (HELICAL CORR.) CULVERT & KENTUCKY TEBM ON SHOW OF BESIGN 105--50 COUNTY OF 00 105 <u></u>62 RCP: CIRCULAR REINFORCED CONCRETE PIPE STORM ంర APPROVED_ HDPE: HIGH DENSITY POLYETHYLENE PIPE 95-100 95-100 LEGEND 95 98 ω SRA: SPIRAL RIB ALUMINUM PVC: POLYVINYL CHLORIDE SHEET 3 OF SRS: SPIRAL RIB STEEL 85-90 985 10 GA. SEE DETAIL SHEET "PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER REINFORCED CONC. PIPE" AND DETAIL SHEET "PIPE BEDDING TRENCH CONDITION REINFORCED CONC. PIPE" FOR RCP COVER HEIGHT AND BEDDING REQUIREMENTS. 80-85 80-85 CIRCULAR PIPE COVER HEIGHTS IN FEET ⁷⁵ ⁷⁵-88 ĞĀ. 10 GA. ω Š 55 55 0 GAGES FOR CORRUGATED STEEL PIPE ITEMS SHOWN ARE BASED ON ALUMINUM-COATED TYPE 2 STEEL AS PER AASHTO M-274. ALUMINUM COATED TYPE 2 STEEL IS ONLY PERMITTED IN Ph RANGES OF 5 TO 9. WHEN CORRUGATED STEEL PIPE IS ZINC COATED (GALVANIZED) THE GAGE SHALL BE ONE GAGE HEAVIER THAN SHOWN IN THE TABLES. 65-70 65-70 SEE CURRENT STANDARD DRAWING RDI-OOI FOR EXPLANATION OF COVER HEIGHTS LESS THAN 2 FEET. 60-65 60-65 8 GA. ω 55-60 55-60 8 GA. Ğ. MAXIMUM COVER HEIGHT MEASURED FROM TOP OF PIPE TO SUBGRADE ELEVATION SHALL GOVERN GAGE OF PIPE TO BE USED FOR ENTIRE LENGTH OF PIPE INSTALLATION. ALL CIRCULAR STRUCTURAL PLATE SHALL BE 5% VERTICALLY ELONGATED. 9 50-55 50-55 45-50 45-50 54" DIA, PIPE IS MINIMUM SIZE FOR COVER HEIGHTS GREATER THAN 65 FEET. 12 GA. 12 GA. 10 GA 12 GA. 40-45 45 G**A.** 10 GA. ĞĀ. ĞĀ. ĞĀ. 0 ĞĀ. SEE CURRENT STANDARD DRAWING RDI-035 FOR COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PIPE. 2 2 ⊴ 35-40 35-40 ĞĀ. 0 Ğ ĞĀ. 2 2 ≥ 30-35 30-GA. 0 2 25-30 25-30 ĞĀ. 2 20-25 20-25 CSP, CAP, SRS AND SRA ARE SHOWN IN GAGE. Ğ. Ğ. NOTES 14 GA. WALL) 14 GA. 14 GA. 15-20 15-2 4 12 GA. 14 GA. 12 GA. ĞΑ (PROFILE 14 GA. ⁻0 € GA. GA. ⁻ 5 14 GA. 4 ĞÅ. 7 2 4 - 2 5 5 RIBBED 5 2 2 2 2%3"×1/2" CSPHS(1) 2%3"×1/2" CSPLS(1) 2%3"×1/2" CAPHS SRS (1) (6 2%3"×½" CSPHS(1 2%3"×½" CSPLS(1 3"×I" CSPHS (1 23".x1/2" CAPHS 3".x1" CAPHS TYPE 3"x1" CSPLS 5"x1" CSPHS SRS SRA HOPE RCP RCP SRA PVC PIPE DIA. PIPE ဖွဲ့ ြ ဖွဲ Ŝ დ 4 ი

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PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

Contract ID: 124005

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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:

- 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 takecorrective 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 thetime 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

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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 ofprogress, 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 a 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

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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 that 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.
- At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract 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 provideall 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 that \$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 knowinglyrendered 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.

* * * * *

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.

* * * * *

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.

* * * *

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 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 administrating 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.

General Decision Number: KY120128 01/06/2012 KY128

Superseded General Decision Number: KY20100215

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

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

 $\begin{array}{ccc} \text{Modification Number} & \text{Publication Date} \\ & 0 & 01/06/2012 \end{array}$

SUKY2010-164 07/12/2010

	Rates	Fringes
BRICKLAYER	\$ 22.90	8.50
CARPENTER		
Carpenter	\$ 21.40	8.50
Piledriverman	\$ 21.05	8.50
CEMENT MASON/CONCRETE FINISHER	\$ 21.25	8.50
ELECTRICIAN	\$ 29.36	10.55
When required to work from bosu		dges where
subject to direct fall, escept	_	
trucks up to 75 feet: Add 25% tand 50% over 75 feet.	to base rate for	50 to 75 feet,
IRONWORKER	\$ 24.99	18.22
LABORER		
(01) General Laborer,		
Flagman, Steam Jenny	\$ 19.45	8.50
(02) Batch Truck Demper, Deck Hand or Scow Man,		
Hand Blade Operator	.\$ 19.70	8.50
(03) Power Driven Tool		
Operator: Wagon Drill,		
Chain Saw, Sand Blaster,		
Concrete Chipper, Pavement Breaker, Vibrator, Power		
Wheelbarrow, Power Buggy,		
Sewer Pipe Layer, Bottom		
- -		

Men, Dry Cement Handler,		
Concrete Rubber, Mason		
Tender\$	19.80	8.50
(04) Asphalt Lute and		
Rakerman, Side Rail Setter\$	19.85	8.50
(05) Gunnite Nozzxleman,		
Gunnite Operator\$	19.95	8.50
(06) Tunnel Laborer (Free		
Air)\$	20.00	8.50
(07) Tunnel Mucker (Free		
Air)\$	20.05	8.50
(08) Tunnel Miner, Blaster		
and Driller (free Air)\$	20.40	8.50
(09) Caisson Worker\$	20.95	8.50
(10) Powderman\$	21.05	8.50
(11) Drill Operator of		
Percussion Type Drills		
powered and propelled by		
an independent air supply\$	22.25	8.50
PAINTER		
All Excluding Bridges\$		9.57
Bridges\$	23.92	10.07
	00.50	П 00
PLUMBER\$	22.52	7.80
POWER EQUIPMENT OPERATOR:		
GROUP 1\$	24 10	8.50
GROUP 2\$		8.50
GROUP 3\$		8.50
GROUP 4\$		8.50
POWER EQUIPMENT OPERATOR CLASSIF		0.50
FOWER EQUIPMENT OPERATOR CLASSIF.	rcwitono.	

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

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (under 212 cu ft), Welding Machine, Form Grader, Tractor (50 hp and over), Bulll Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy

Equipment

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

SHEET METAL WORKER\$	20.40	7.80
TRUCK DRIVER		
(01) Truck Tender and		
Warehouseman\$	19.70	8.50
(02) Driver, Winch Truck		
and A-Frame when used in		
Transporting Materials\$	19.80	8.50
(03) Driver (Semi-trailer		
or Pole Trailer), Driver		
(Dump Truck, Tandem Axle),		
Driver of Distributor\$	19.90	8.50
(04) Driver on Mixer		
Trucks (all types)\$		8.50
(05) Truck Mechanic\$	20.00	8.50
(06) Driver (3 tons and		
under), Tire Changer,	00.00	0 50
Truck Mechanic Tender\$	20.03	8.50
(07) Driver on Pavement	00.05	0 50
Breakers\$	20.05	8.50
(08) Driver (over 3 tons),		
Driver (Truck Mounted Rotary Drill)\$	20. 24	8.50
(09) Driver, Euclid and	20.24	0.30
other Heavy Earth Moving		
Equipment\$	20 81	8.50
(10) Greaser on greasing	20.01	0.50
facilities\$		8.50

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

END OF GENERAL DECISION

ESTILL COUNTY HSIP 9910 (072)

KENTUCKY LABOR CABINET PREVAILING WAGE DETERMINATION CURRENT REVISION HIGHWAY CONSTRUCTION LOCALITY NO. II

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Project No. Highway

Date of Determination: August 4, 2011

This schedule of the prevailing rate of wages for Locality No. II including the counties of ADAIR, BARREN, BELL, BREATHITT, CASEY, CLAY, CLINTON, CUMBERLAND, ESTILL, FLOYD, GARRARD, GREEN, HARLAN, HART, JACKSON, JOHNSON, KNOTT, KNOX, LAUREL, LAWRENCE, LEE, LESLIE, LETCHER, LINCOLN, MCCREARY, MAGOFFIN, MARTIN, MENIFEE, METCALFE, MONROE, MORGAN, OWSLEY, PERRY, PIKE, POWELL, PULASKI, ROCKCASTLE, RUSSELL, TAYLOR, WAYNE, WHITLEY, and WOLFE has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-11-II-HWY.

The following schedule of rates is to be used for highway construction projects advertised or awarded by the <u>Kentucky Transportation Cabinet</u>. This includes any contracts for the relocation of any utilities or other incidental construction projects advertised or awarded by public authorities as a result of the highway construction project.

Apprentices or trainees shall be permitted to work in accordance with Administrative Regulations adopted by the Commissioner of the Department of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

Michael Donta, Deputy Commissioner Department of Workplace Standards

Page 1 of 5

CR-11-II-HWY August 4, 2011

CLASSIFICATIONS	RATE AND FRINGE BENEFITS
BOILERMAKERS:	BASE RATE \$24.65 FRINGE BENEFIT 12.94
BRICKLAYERS:	
Bricklayers:	BASE RATE \$22.90 FRINGE BENEFITS 8.50
Stone Mason:	BASE RATE \$21.50 FRINGE BENEFITS 8.50
CARPENTERS:	
Carpenters:	BASE RATE \$22.40 FRINGE BENEFITS 8.75
Piledrivers:	BASE RATE \$22.05 FRINGE BENEFITS 8.75
CEMENT MASONS:	BASE RATE \$21.25 FRINGE BENEFITS 8.50
ELECTRICIANS:	*BASE RATE \$29.36 FRINGE BENEFITS 10.55
*When workmen are required to work from bosum chairs, trusses, st radio and T.V. towers, structural steel (open, unprotected, unfloored hazardous locations where workmen are subject to a direct fall, exceptrucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet.	raw steel), and bridges or similar pt where using JLG's and bucket
LINEMAN:	*BASE RATE \$30.09
	FRINGE BENEFITS 10.94
EQUIPMENT OPERATOR:	*BASE RATE \$26.90
	FRINGE BENEFITS 10.31
GROUNDSMAN:	*BASE RATE \$17.79 FRINGE BENEFITS 8.51
IRONWORKERS:	BASE RATE \$ 25.77 FRINGE BENEFITS 18.54

CLASSIFICATIONS	RATE AND FRINGE BENEFITS		
LABORERS: General laborer, flagman, steam jenny:	BASE RATE \$20.84 FRINGE BENEFITS 8.75		
Batch truck dumper, deck hand or scow man, hand blade operator:	BASE RATE \$20.84 FRINGE BENEFITS 8.75		
Power driven tool operator of the following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow, power buggy, sewer pipe layer, bottom men, dry cement handler, concrete rubber, mason tender:	BASE RATE \$21.09 FRINGE BENEFITS 8.75		
Asphalt lute and rakerman, side rail setter:	BASE RATE \$21.14 FRINGE BENEFITS 8.75		
Gunnite nozzle man, gunnite opeator:	BASE RATE \$21.14 FRINGE BENEFITS 8.75		
Tunnel laborer (free air):	BASE RATE \$21.14 FRINGE BENEFITS 8.75		
Tunnel mucker (free air):	BASE RATE \$21.74 FRINGE BENEFITS 8.75		
Tunnel miner, blaster and driller (free air):	BASE RATE \$21.74 FRINGE BENEFITS 8.75		
Caisson worker:	BASE RATE \$21.74 FRINGE BENEFITS 8.75		
Powderman:	BASE RATE \$21.44 FRINGE BENEFITS 8.75		
Drill operator of percussion type drills which are both powered and propelled by an independent air supply:	BASE RATE \$22.64 FRINGE BENEFITS 8.75		

OPERATING ENGINEERS:

Group A:

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheepfoot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller gurries, self-propelled compactor, self-contained hydraulic percussion drill:

BASE RATE \$23.80 FRINGE BENEFITS 8.75

Group B:

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, mechanic helper, whirly oiler, tractair and road widening trencher, articulating trucks:

BASE RATE \$21.55 FRINGE BENEFITS 8.75

Group B2:

Greaser on grease facilities servicing heavy equipment:

BASE RATE

\$21.90

FRINGE BENEFITS 8.75

Group C:

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min.capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver:

	BASE RATE FRINGE BENEFITS	\$21.31 8.75
PAINTERS: All Excluding Bridges:	BASE RATE FRINGE BENEFITS	\$19.92 9.57
Bridges:	BASE RATE FRINGE BENEFITS	\$23.92 10.07

CLASSIFICATIONS	RATE AND FRINGE	<u>BENEFITS</u>
PLUMBERS:	BASE RATE FRINGE BENEFITS	7.80
SHEET METAL:	BASE RATE FRINGE BENEFITS	\$20.40 7.80
TRUCK DRIVERS:		
Truck helper and warehouseman:	BASE RATE FRINGE BENEFITS	\$21.10 8.75
Driver, winch truck and A-Frame when used in transporting materials:	BASE RATE FRINGE BENEFITS	\$21.46 8.75
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:	BASE RATE FRINGE BENEFITS	\$21.45 8.75
Driver on mixer trucks (all types):	BASE RATE FRINGE BENEFITS	\$21.45 8.75
Truck mechanic:	BASE RATE FRINGE BENEFITS	\$21.38 8.75
Driver (3 tons and under), tire changer and truck mechanic helper:	BASE RATE FRINGE BENEFITS	\$21.15 8.75
Driver on pavement breakers:	BASE RATE FRINGE BENEFITS	\$21.46 8.75
Driver (over 3 tons), driver (truck mounted rotary drill):	BASE RATE FRINGE BENEFITS	\$21.45 8.75
Driver, Euclid and other heavy earth moving equipment and Low Boy:	BASE RATE FRINGE BENEFITS	\$21.46 8.75
Greaser on greasing facilities:	BASE RATE FRINGE BENEFITS	\$21.15 8.75
~~========		

ERRATUM

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated August 4, 2011.

Locality: Highway Construction Locality No. II, including the following counties: Adair, Barren, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, McCreary, Magoffin, Martin, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe.

Determination Number: CR-II-II-HWY

<u>D</u>	El	LE	<u>T</u>	<u>E</u> :

Ironworkers	BASE RATE FRINGE BENEFIT	\$25.77 18.54
INSERT:		
Ironworker (Structural)	BASE RATE FRINGE BENEFIT	\$22.50 8.75
Ironworker (Reinforcing)	BASE RATE FRINGE BENEFIT	\$22.30 8.75

Michael L. Dixon, Commissioner

Department of Workplace Standards

Makauf L. Dijon

Kentucky Labor Cabinet Frankfort, KY 40601

This 8th day of November, 2011.

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

These rates are listed pursuant to the Kentucky Determination No. CR-11-II- HWY dated August 4, 2011 and erratum dated November 8, 2011.

NOTE: Both Kentucky Determination No. CR-11-II-HWY and Federal Decision No. KY128 dated January 6, 2012 apply to this project. Both sets of wage rates are included. If there is a difference in the two wages for the same classification, the Contractor is required to pay the higher of the two listed wages.

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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:

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
7.0%	6.9%
7.0%	6.9%

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

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

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

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

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

PART IV

INSURANCE

INSURANCE

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

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

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

PART V

BID ITEMS

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KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS FRANKFORT, KY 40622

CONTRACT ID: 124005

COUNTY: ESTILL PROPOSAL: HSIP 9010 (072)

PAGE: 1 LETTING: 03/23/12

CALL NO: 102

LINE NO	 ITEM 	DESCRIPTION	APPROXIMATE (QUANTITY	:	UNIT PRICE	AMOUNT
	SECTION 0001	ROADWAY				
0010	00001 	DGA BASE	500.000 	TON		
0020	00078 	CRUSHED AGGREGATE SIZE NO 2	184.000 	TON		
0030	 00190 	LEVELING & WEDGING PG64-22	140.000 	TON		
0040	00212 	CL2 ASPH BASE 1.00D PG64-22	1,090.000	TON		
0050	01982 	DELINEATOR FOR GUARDRAIL-WHITE	12.000	EACH		
0060	02014 	BARRICADE-TYPE III	2.000	EACH		
0070	02101 	CEM CONC ENT PAVEMENT-8 IN	52.500	SQYD		
0080	02200 	ROADWAY EXCAVATION	413.000	CUYD		
0090	02351 	GUARDRAIL-STEEL W BEAM-S FACE	713.000	LF		
0100	02381 	REMOVE GUARDRAIL	525.000	LF		
0110	02391	GUARDRAIL END TREATMENT TYPE 4A	2.000	EACH		
0120	02562 	SIGNS	270.000	SQFT		
0130	02599 	FABRIC-GEOTEXTILE TYPE IV	1,624.000	SQYD		
0140	02650 	MAINTAIN & CONTROL TRAFFIC KY 499	(1.00)	LS		
0150	02671 	PORTABLE CHANGEABLE MESSAGE SIGN	2.000	EACH		
0160		KY 499	(1.00)	LS		
0170		ASPHALT PAVE MILLING & TEXTURING		TON		
0180	02726 	STAKING KY 499	(1.00)	LS		
0190	04933 	TEMP SIGNAL 2 PHASE	1.000	EACH		
0200	06406 	SBM ALUM SHEET SIGNS .080 IN	189.000 	SQFT		

Contract ID: 124005 Page 115 of 115

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS FRANKFORT, KY 40622

CONTRACT ID: 124005

COUNTY: ESTILL

PROPOSAL: HSIP 9010 (072)

PAGE: 2 LETTING: 03/23/12

CALL NO: 102

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0210	06410 	STEEL POST TYPE 1	330.000 LF		
0220	06510 	PAVE STRIPING-TEMP PAINT-4 IN	4,400.000 LF		
0230	06514 	PAVE STRIPING-PERM PAINT-4 IN	4,400.000 LF		
0240		SAWCUT PAVEMENT	344.000 LF		
	SECTION 0002				
0250	00441	ENTRANCE PIPE-18 IN	645.000 LF		
0260	00470 	CULVERT PIPE-48 IN	20.000 LF		
0270	01310	REMOVE PIPE	645.000 LF		
0280	01490 	DROP BOX INLET TYPE 1	2.000 EACH		
0290	02237	DITCHING	2,250.000 LF		
0300	02484	CHANNEL LINING CLASS III	600.750 TON		
	SECTION 0003	DEMOBILIZATION			
0310	02569 	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			