



CALL NO. 103

CONTRACT ID. 111017

BULLITT COUNTY

FED/STATE PROJECT NUMBER IM 0655(105)

DESCRIPTION TENNESSEE STATE LINE-LEXINGTON ROAD (I-65)

WORK TYPE ASPHALT PAVEMENT & ROADWAY REHABILITATIO

PRIMARY COMPLETION DATE 8/1/2011

LETTING DATE: April 29, 2011

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME April 29, 2011. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

DBE CERTIFICATION REQUIRED - 1.90%

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

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PART I
SCOPE OF WORK

CONTRACT ID - 111017

ADMINISTRATIVE DISTRICT - 05

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - BULLITT

PCN - DE01500651117

IM 0655(105

TENNESSEE STATE LINE-LEXINGTON ROAD (I-65) REHABILITATION ON ALL 4 RAMPS AT THE I-65-KY
480 INTERCHANGE. ASPHALT PAVEMENT & ROADWAY REHABILITATIO. SYP NO. 05-02807.00.

GEOGRAPHIC COORDINATES LATITUDE 37^57'00" LONGITUDE 85^40'00"

COMPLETION DATE(S):

COMPLETION DATE - August 01, 2011

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/contract)

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.

07/01/2010

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.08 Irregular Proposals 102.14 Disqualification of Bidders
102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

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

facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

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

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/construction/forms/DBEcheck.xls>

Photocopied payments and completed form to be submitted to:

Office of Civil Rights and Small Business Development

6th Floor West

200 Mero Street

Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

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

06/29/2009

Contract ID Number

Project Number:

Designated DBE Goal %

DBE Company Name

Address

City, State, Zip

Federal Tax ID

Type of DBE Work: (all applicable)

Supplier _____ Subcontractor _____ Manufacturer _____

Engineering

Other

Itemized worked to be performed by DBE Company:

[illegible]

****Note:** 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

Total This DBE

Total Bid

% Credited toward Goal, this DBE

Prime Contractor's Signature: _____

Title: _____

Date: _____

DBE Participant Signature:

Title:

Date:

***This form must be completed for each DBE participant**

KYTC
DBE Payments

updated 2/28/08

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

attach copy of check here

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

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

ASPHALT MIXTURE

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

DGA BASE

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

DGA BASE FOR SHOULDERS

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

INCIDENTAL SURFACING

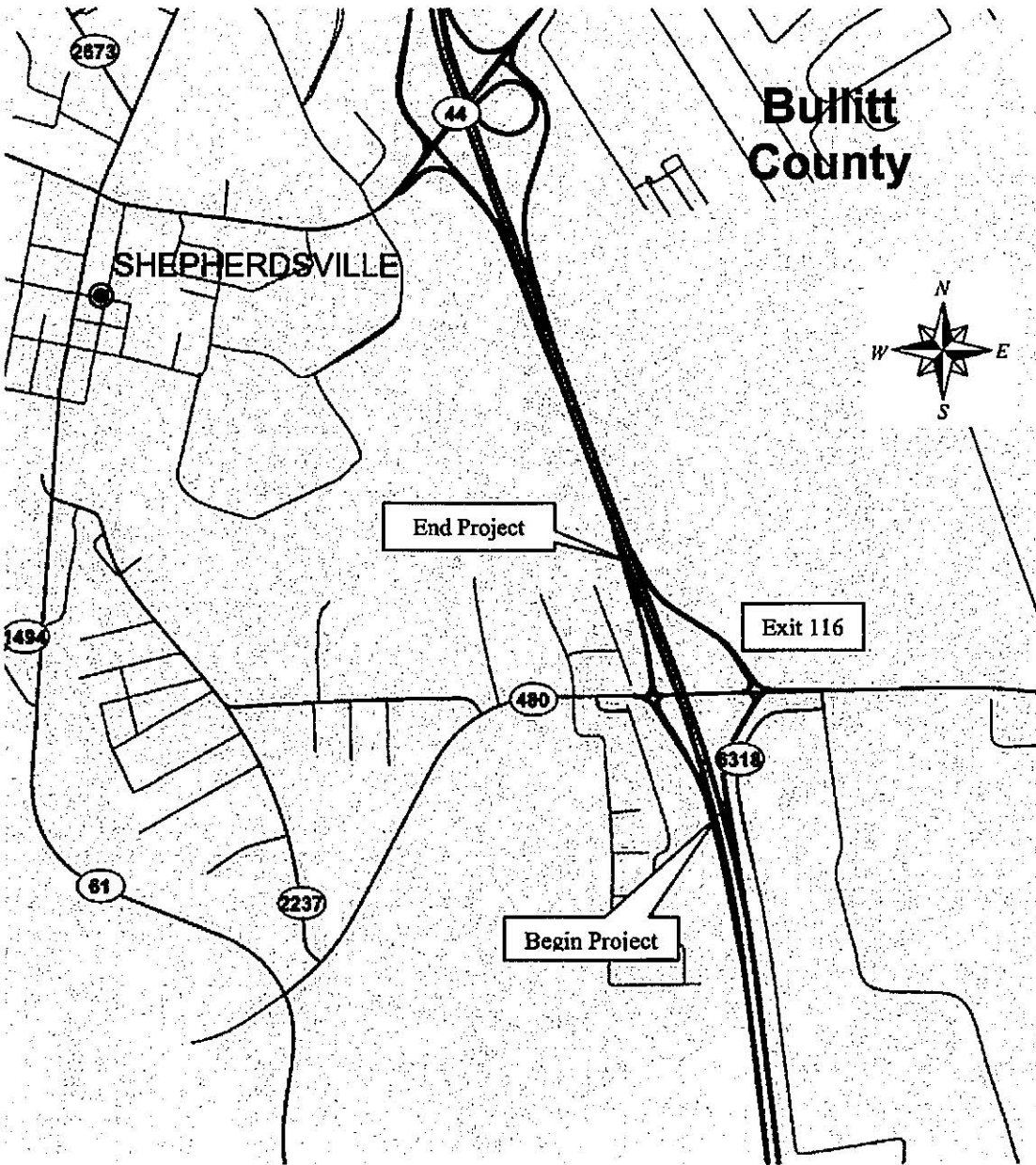
The quantities established in the proposal include estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, and road and street approaches. These items are to be paved to the limits as shown on Standard Drawing RPM 110 or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

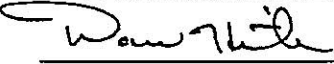

ASPHALT PAVEMENT RIDE QUALITY

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

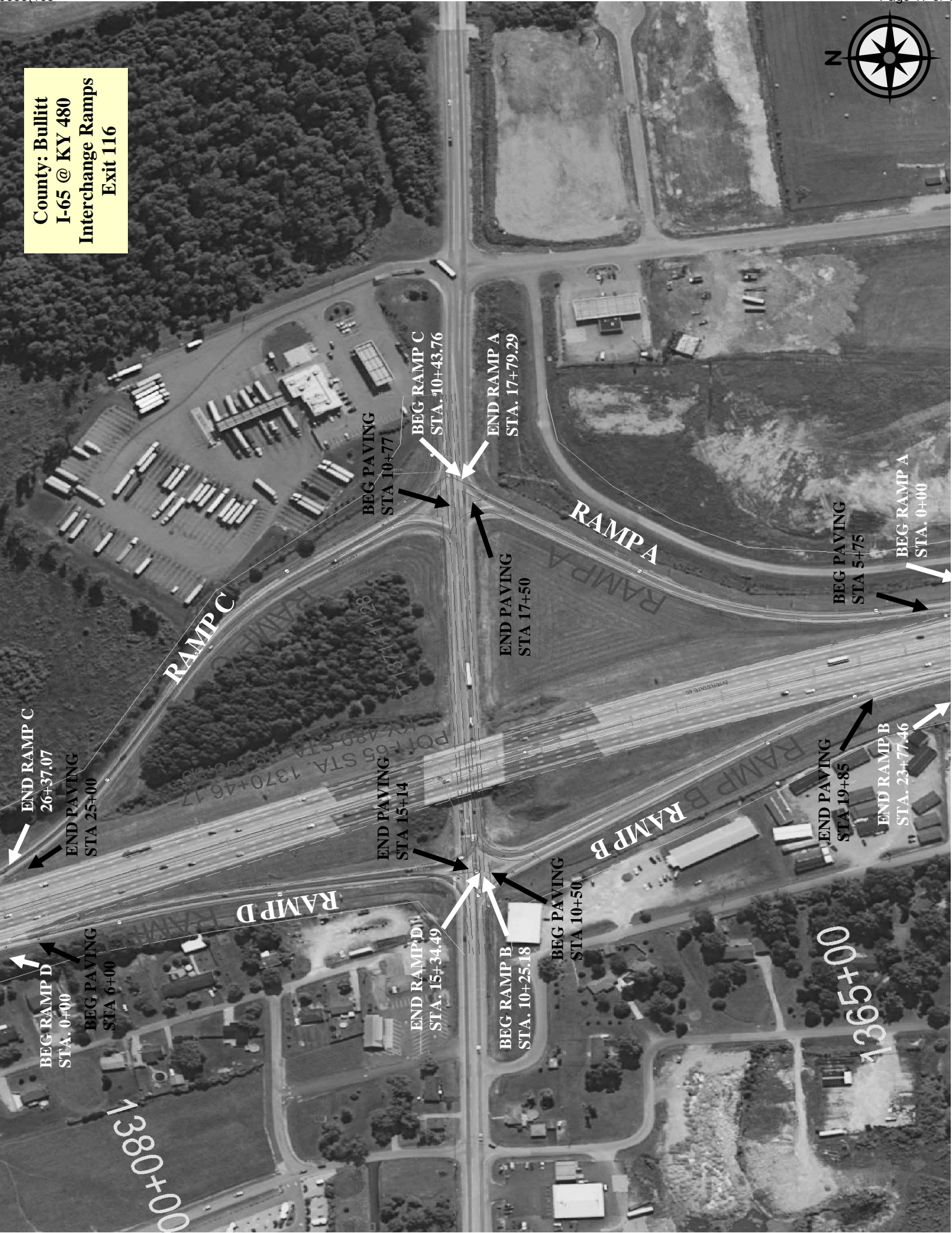
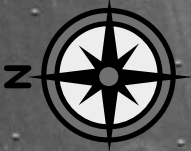
OPTION A

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



Item No.:	05-2807.00	
Project Number:	FD 52 015 0065 115-116	
Construction Number:	IM 0655 (105)	
Letting Date:	04/29/2011	
Recommended By:		Date: 3-14-11
	Project Manager	
Plan Approved By:		Date: 3/17/11
	State Highway Engineer	
FHWA Approved By:		Date:

County: Bullitt
I-65 @ KY 480
Interchange Ramps
Exit 116



General Summary

	Item Number	Item	Quantity	Units
Paving Summary				
*1	2677	ASPHALT PAVE MILLING & TEXTURING	1,152	TON
*2	2091	REMOVE PAVEMENT	12,354	SQ YD
*3	1	DGA BASE	690	TON
*4	2230	EMBANKMENT IN PLACE	54	CU YD
*5	194	LEVELING & WEDGING PG76-22	1,116	TON
6	219	CL4 ASPH BASE 1.00D PG76-22	6,513	TON
7	342	CL4 ASPH SURF 0.38A PG76-22	1,155	TON
8	2585	EDGE KEY	737	LF
9	2115	SAW-CLEAN-RESEAL TVERSE JOINT	100	LF
10	100	ASPHALT SEAL AGGREGATE	40	TON
11	291	EMULSIFIED ASPHALT RS-2	5	TON
Guardrail Summary				
12	2351	G/R STEEL W BEAM-S FACE	400	LF
13	2381	REMOVE GUARDRAIL	400	LF
14	2367	GUARDRAIL END TREATMENT TYPE 1	1	EACH
Drainage				
15*	2483	CHANNEL LINING CLASS II	60	TON
16*	2484	CHANNEL LINING CLASS III	60	TON
17*	2237	DITCHING	8,500	LF
18	5985	SEEDING AND PROTECTION	9,000	SY
19	23143ED	KPDES PERMIT AND TEMPORARY EROSION CONTROL	1	LS
Perm Striping, Signs, and Markers				
20	6592	PAVEMENT MARKER TYPE V-B W/R	94	EACH
21	6593	PAVEMENT MARKER TYPE V-B Y/R	93	EACH
22	6574	PAVEMENT MARKING-THERMO CURV ARROW	4	EACH
23	6568	PAVEMENT MARKING-THERMO STOP BAR 24 IN	150	LF
24	6542	PAVE STRIPING-THERMO-6 IN W	6,300	LF
25	6543	PAVE STRIPING-THERMO-6 IN Y	3,510	LF
26	6546	PAVE STRIPING-THERMO-12 IN W	1,920	LF
27	6569	PAVE MARKING-THERMO CROSS-HATCH	5,600	SQ FT
28	6417	FLEXIBLE DELINEATOR POST - W	90	EACH
29	6418	FLEXIBLE DELINEATOR POST - Y	90	EACH
Temp Traffic Control				
30	2562	SIGNS	500	SQ FT
31	2650	MAINTAIN & CONTROL TRAFFIC	1	LS
32	2671	PORTABLE CHANGEABLE MESSAGE SIGN	2	EACH
33	2014	BARRICADE - TYPE III	8	EACH
34	20411ED	LAW ENFORCEMENT OFFICER	200	HRS
Staking, Mob, & Demob				
35	2726	STAKING	1	LS
36	2676	MOBILIZATION FOR MILL & TEXT	1	LS
37	2569	DEMOBILIZATION	1	LS

* See note at bottom of sheet.

1

Bid item "ASPHALT PAVEMENT MILLING AND TEXTURING" to be used in all areas where not all of the asphalt pavement is being removed.

2

"REMOVE PAVEMENT" will be used where all of the asphalt pavement is being removed and part of the DGA may also be removed. Payment will be per SQ YD regardless of depth or material removed.

3

200 ton of additional "DGA" included to be used in the widening of Ramp D or in other areas at the discretion of the Engineer. This additional material may or may not be used on this project.

4

25 CU YD of additional "EMBANKMENT IN PLACE" included to be used in the widening of Ramp D or in other areas at the discretion of the Engineer. This additional material may or may not be used on this project.

5

200 ton of additional "LEVELING & WEDGING PG 76-22" included to ensure a smooth transition from KY 480 onto each ramp and to repair inconsistencies in the pavement. This quantity is not meant to be used as a scratch course and shall be used at the discretion of the Engineer. This additional material may or may not be used on this project.

15,16

A Quantity of "CHANNEL LINING-CLASS II" and CHANNEL LINING-CLASS III" has been included to be applied to eroded areas around drainage outlets and for some of the areas to be ditched. The limits of channel lining shall be as directed and/or approved by the Engineer. Geotextile Fabric Type I will not be measured for payment and will be considered incidental to channel lining.

17

"DITCHING" to be done all ramps on both sides to ensure positive drainage. This item includes cleaning of all inlets and outlets in the project area.

PAVING SUMMARY
BULLITT COUNTY
I-65 / KY 480 RAMPS

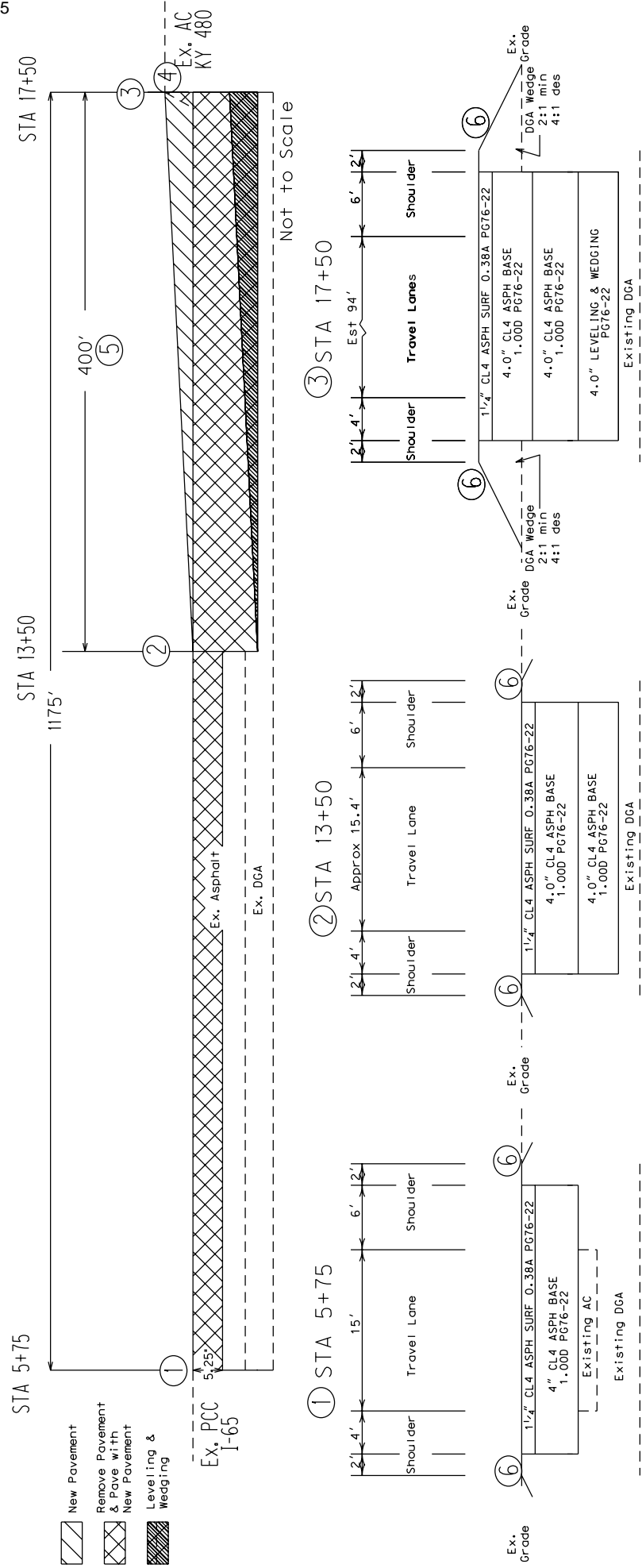
Ramp	Begin Station	End Station	Left Shoulder (Feet)	Right Shoulder (Feet)	Mainline Average Width Existing (Feet)	Mainline Average Width Design (Feet)	Paving Surface Area (SQ YD)	ASPHALT PAVE MILLING & TEXTURING		REMOVE PAVEMENT		DGA	EMBANKMENT-IN-PLACE	LEVELING & WEDGING PG 76-22		CL4 ASPH BASE 1.00D PG 76-22		CL4 ASPH SURF 0.38A PG76-22			
								Inches	Ton	Est. Depth (Inches)	SQ YD			Ton	CU YD	Inches (avg)	Ton	Inches	Ton	Inches	Ton
								2677		2091		1	2230	194		219		342			
Ramp A	05+75	13+25	4	6	15.000	15.000	2083.3	5.25	602	0.00	0	0	0	0	0.00	0	4.00	458	1.25	143	
Ramp A	13+25	13+50	4	6	15.375	15.375	70.5	5.25	20	0.00	0	0	0	0	0.00	0	4.00	16	1.25	5	
Ramp A	13+50	16+25	4	6	19.8750	19.8750	912.8	0.00	0	9.25	913	32	0	0	1.375	69	8.00	402	1.25	63	
Ramp A	16+25	17+50	4	6	51.608	51.608	855.7	0.00	0	9.25	856	14	0	0	3.375	159	8.00	376	1.25	59	
Ramp B	10+50	12+00	4	6	60.857	60.857	1181.0	0.00	0	9.25	1181	17	0	0	3.25	211	8.00	520	1.25	81	
Ramp B	12+00	14+50	4	6	31.500	31.500	1152.8	0.00	0	9.25	1153	29	0	0	0.75	48	8.00	507	1.25	79	
Ramp B	14+50	18+00	4	6	24.000	24.000	1322.2	5.25	382	0.00	0	0	0	0	0.00	0	4.00	291	1.25	91	
Ramp B	18+00	19+85	4	6	15.000	15.000	513.9	5.25	148	0.00	0	0	0	0	0.00	0	4.00	113	1.25	35	
Ramp C	10+77	12+15	4	6	51.600	51.600	944.5	0.00	0	9.25	945	16	0	0	3.31	172	8.00	416	1.25	65	
Ramp C	12+15	14+77	4	6	33.000	33.000	1251.8	0.00	0	9.25	1252	30	0	0	0.69	48	8.00	551	1.25	86	
Ramp C	14+77	18+15	4	6	21.000	21.000	1164.2	0.00	0	9.25	1164	0	0	0	0.00	0	8.00	512	1.25	80	
Ramp C	18+15	25+00	4	6	15.000	15.000	1902.8	0.00	0	9.25	1903	0	0	0	0.00	0	8.00	837	1.25	131	
Ramp D	06+00	08+00	4	6	15.000	15.000	555.6	0.00	0	9.25	556	46	0	0	0.00	0	8.00	244	1.25	38	
Ramp D	08+00	11+00	4	6	15.000	19.500	983.3	0.00	0	9.25	833	87	12	0	0.00	0	8.00	433	1.25	68	
Ramp D	11+00	14+00	4	6	19.500	26.000	1200.0	0.00	0	9.25	983	172	12	0	1.43	77	8.00	528	1.25	83	
Ramp D	14+00	15+14	4	6	38.610	45.450	702.4	0.00	0	9.25	616	47	5	0	3.43	133	8.00	309	1.25	48	
Project Totals								1152		-	12354	490	29	-	916	-	6513	-	1155		

All quantities carried over and included in the General Summary.

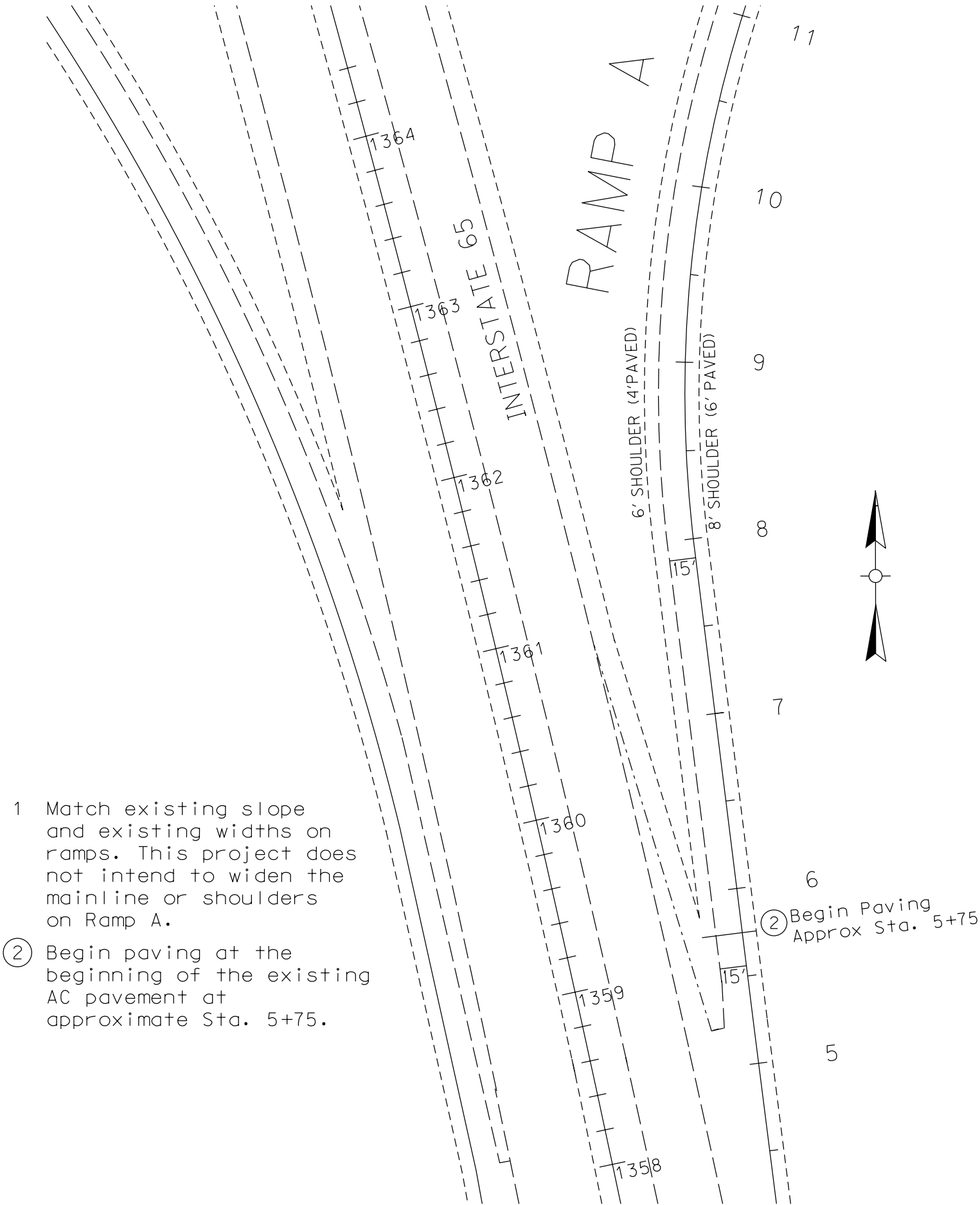
GUARDRAIL SUMMARY
BULLITT COUNTY
I-65 / KY 480 RAMPS

Item			SF	Remove	TY 1	Remarks
Units			L.F.		Each	
Item Code Number			2351	2381	2367	
Ramp C	RT	21+25	25+00	325.0	375.0	1
Project Totals				325.0	375.0	1.0

RAMP A TYPICAL SECTIONS AND PAVING DETAILS (ASPH)

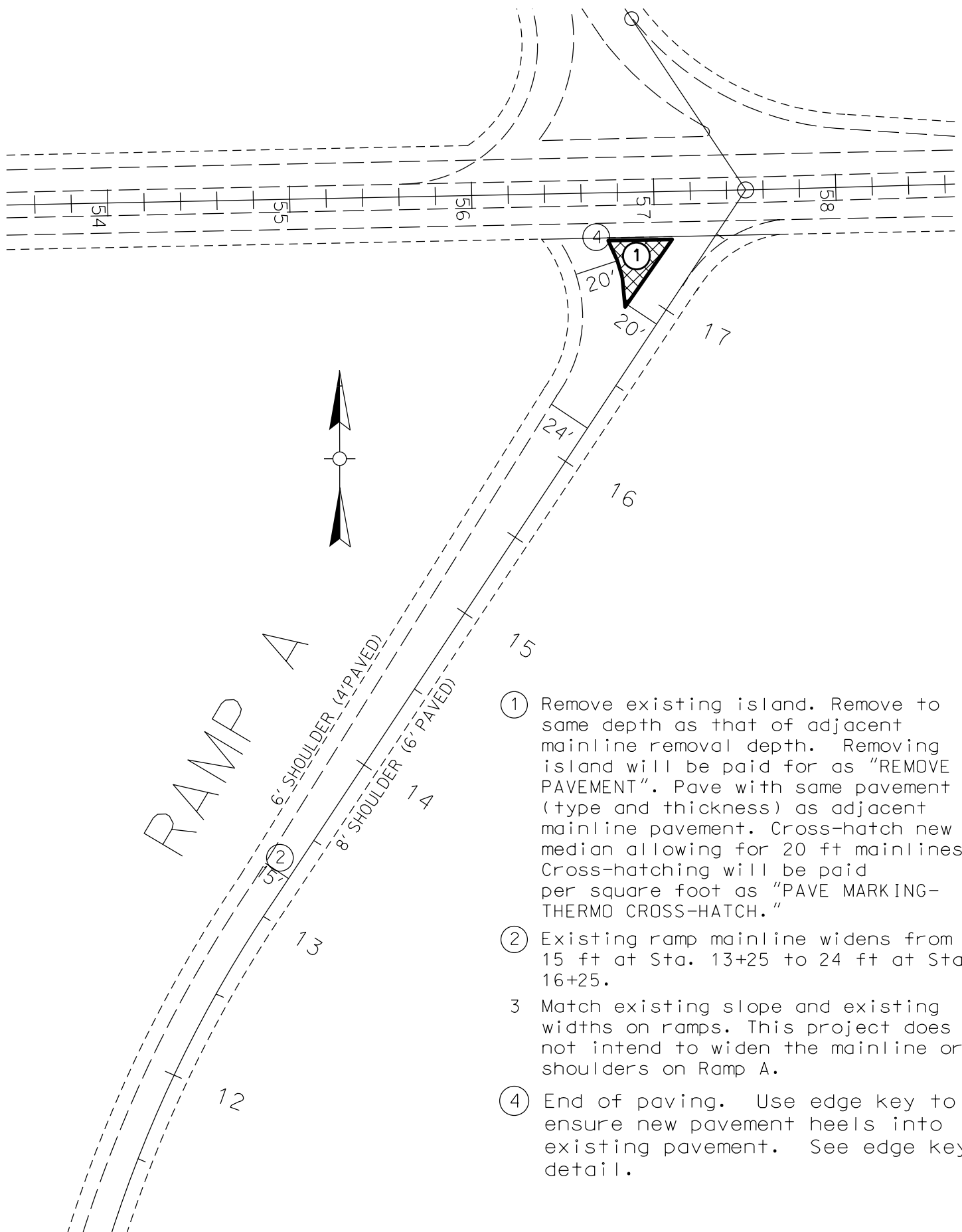


- ① Mill 5.25 in. asphalt pavement (paid as "ASPHALT PAVE, MILLING & TEXTURING"). Pave 5.25 in. AC (1.25 in. CL4 ASPH SURF 0.38A PG76-22, 4.0 in. CL4 ASPH BASE 1.00D PG76-22). Actual removal depth shall be that which is necessary to allow paving of 5.25 in. of AC and match up to existing PCC grade. Seal joint between PCC and AC with Hot-Poured Elastic Joint Sealant conforming to section 807.03.01 of the Standard Specifications. This joint sealing will be paid as "SAW-CLEAN-RESEAL TVERSE JOINT".
- ② Remove existing asphalt pavement and enough DGA to pave 9.25 in. AC (1.25 in. CL4 ASPH SURF 0.38A PG76-22, 8.0 in. CL4 ASPH BASE 1.00D PG76-22). Begin 1 in. to 100 ft. Level & Wedge taper for last 400 ft to KY 480 (approximate Sta. 11+14 to Sta. 15+14) by adding "LEVELING AND WEDGING PG76-22" pavement below the first base course. Removal of asphalt and DGA will be paid as "REMOVE PAVEMENT".
- ③ Remove existing asphalt pavement and enough DGA to allow paving of 13.25 in. AC (1.25 in. CL4 ASPH SURF 0.38A PG76-22, 8.0 in. CL4 ASPH BASE 1.00D PG76-22, 4.0 in. LEVELING AND WEDGING PG76-22). Removal of asphalt and DGA paid as "REMOVE PAVEMENT".
- ④ There is a deep existing asphalt wedge from KY 480 onto this ramp. This project intends to eliminate 4.0 in. of the grade difference by adding additional asphalt to ensure a smooth transition onto KY 480 while still ensuring proper drainage. The actual thickness of the Leveling & Wedging is to be determined by the Engineer.
- ⑤ Remove all existing asphalt and approximately 2 in. of DGA (total removal depth to be 9.0 in.). Taper "LEVELING & WEDGING PG 76-22" below the bottom base course from 0 in. to 4.0 in. for 400 ft. at the base of the ramp.
- ⑥ Asphalt seal required from the edge of paved shoulder to a point 2 feet down the ditch or fill slope. Two applications at a rate of:
2.4 LBS/ SQ YD - EMULSIFIED ASPHALT RS-2
20 LBS/ SY YD - ASPHALT SEAL AGGREGATE

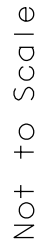


Not to Scale

RAMP A PROFILE & DETAILS

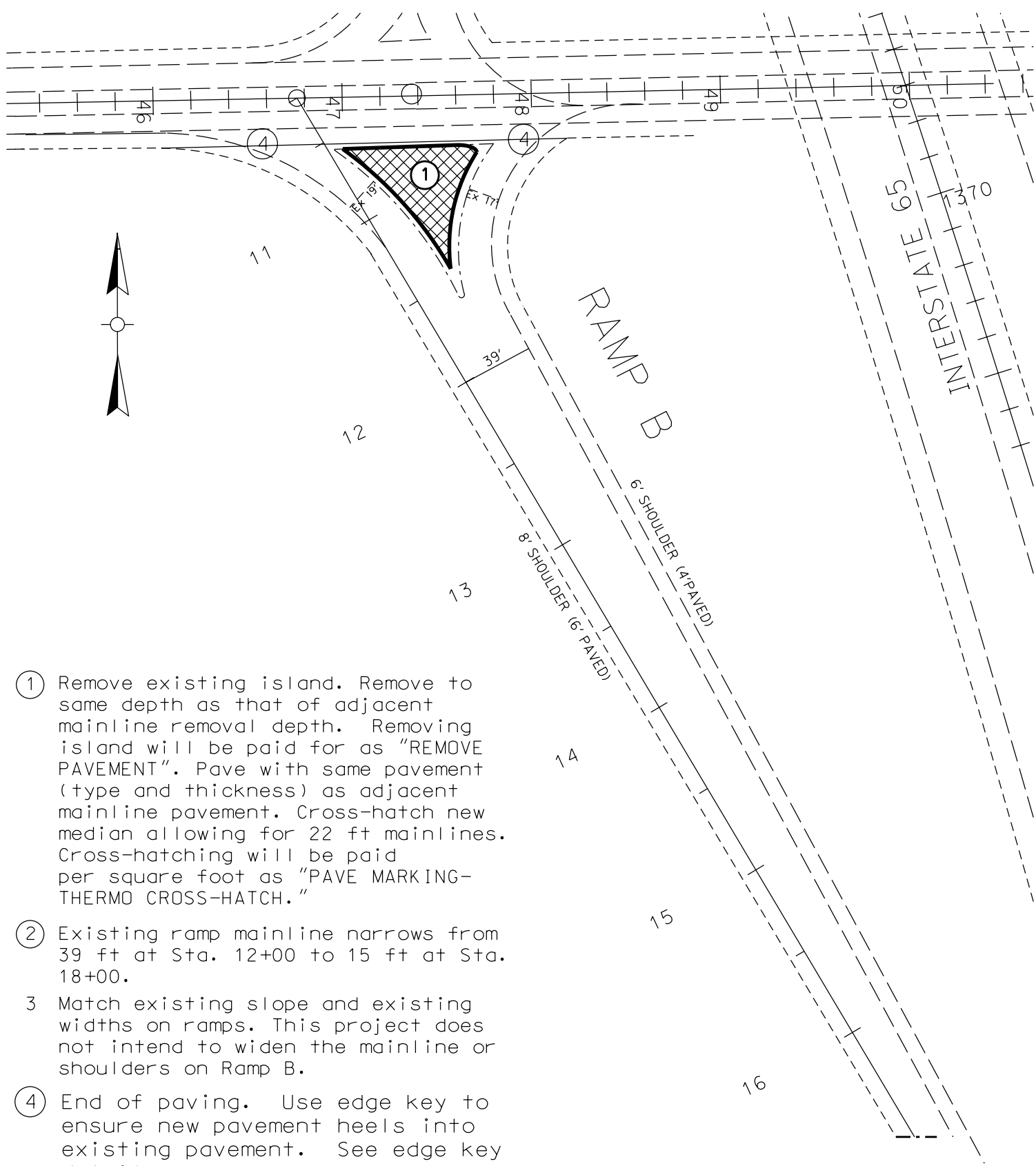


- ① Remove existing island. Remove to same depth as that of adjacent mainline removal depth. Removing island will be paid for as "REMOVE PAVEMENT". Pave with same pavement (type and thickness) as adjacent mainline pavement. Cross-hatch new median allowing for 20 ft mainlines. Cross-hatching will be paid per square foot as "PAVE MARKING-THERMO CROSS-HATCH."
- ② Existing ramp mainline widens from 15 ft at Sta. 13+25 to 24 ft at Sta. 16+25.
- 3 Match existing slope and existing widths on ramps. This project does not intend to widen the mainline or shoulders on Ramp A.
- ④ End of paving. Use edge key to ensure new pavement heels into existing pavement. See edge key detail.

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- 2.4 LBS/ SQ YD - EMULSIFIED ASPHALT RS-2
20 LBS/ SY YD - ASPHALT SEAL AGGREGATE

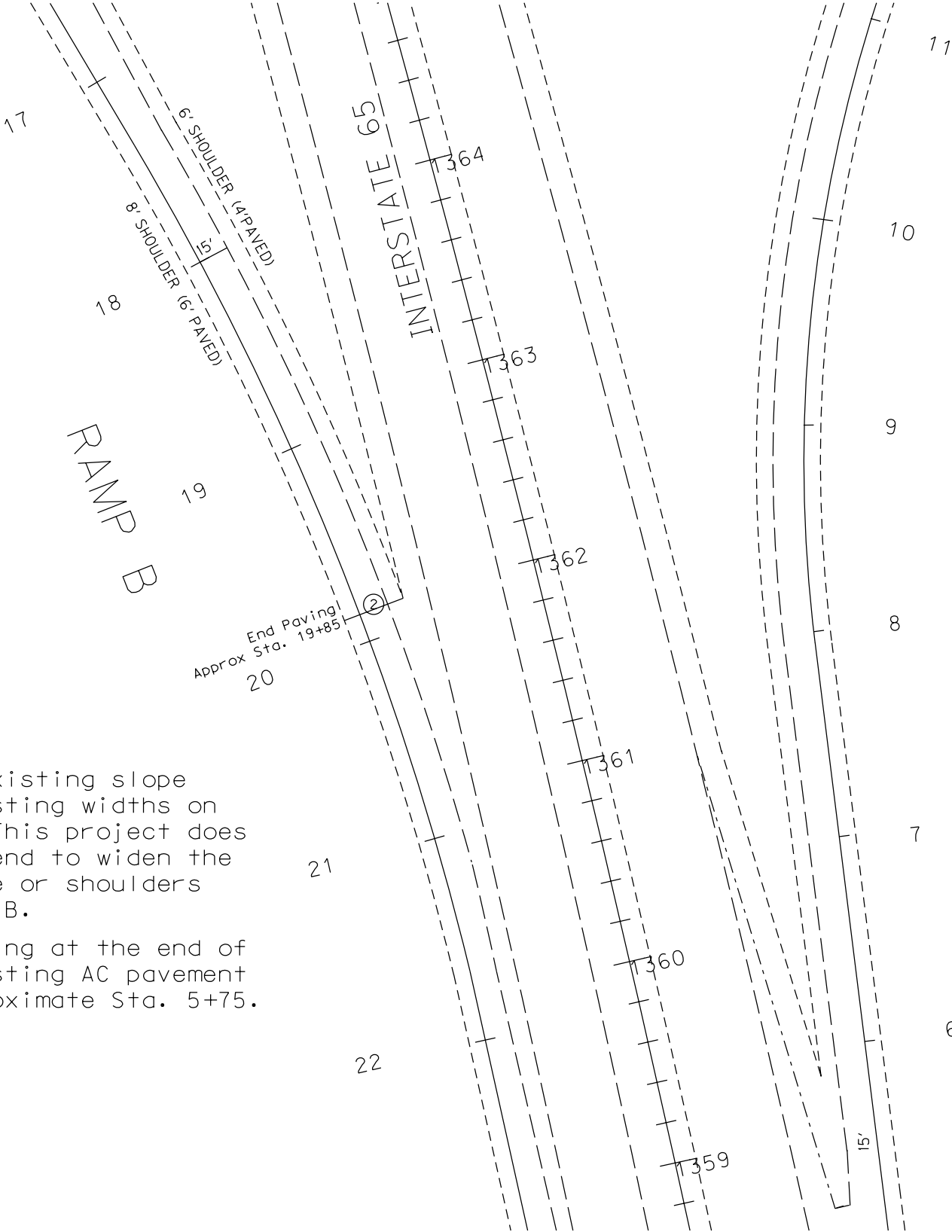
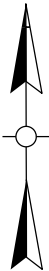
RAMP B PROFILE & DETAILS



- ① Remove existing island. Remove to same depth as that of adjacent mainline removal depth. Removing island will be paid for as "REMOVE PAVEMENT". Pave with same pavement (type and thickness) as adjacent mainline pavement. Cross-hatch new median allowing for 22 ft mainlines. Cross-hatching will be paid per square foot as "PAVE MARKING-THERMO CROSS-HATCH."
- ② Existing ramp mainline narrows from 39 ft at Sta. 12+00 to 15 ft at Sta. 18+00.
- 3 Match existing slope and existing widths on ramps. This project does not intend to widen the mainline or shoulders on Ramp B.
- ④ End of paving. Use edge key to ensure new pavement heels into existing pavement. See edge key detail.

Not to Scale

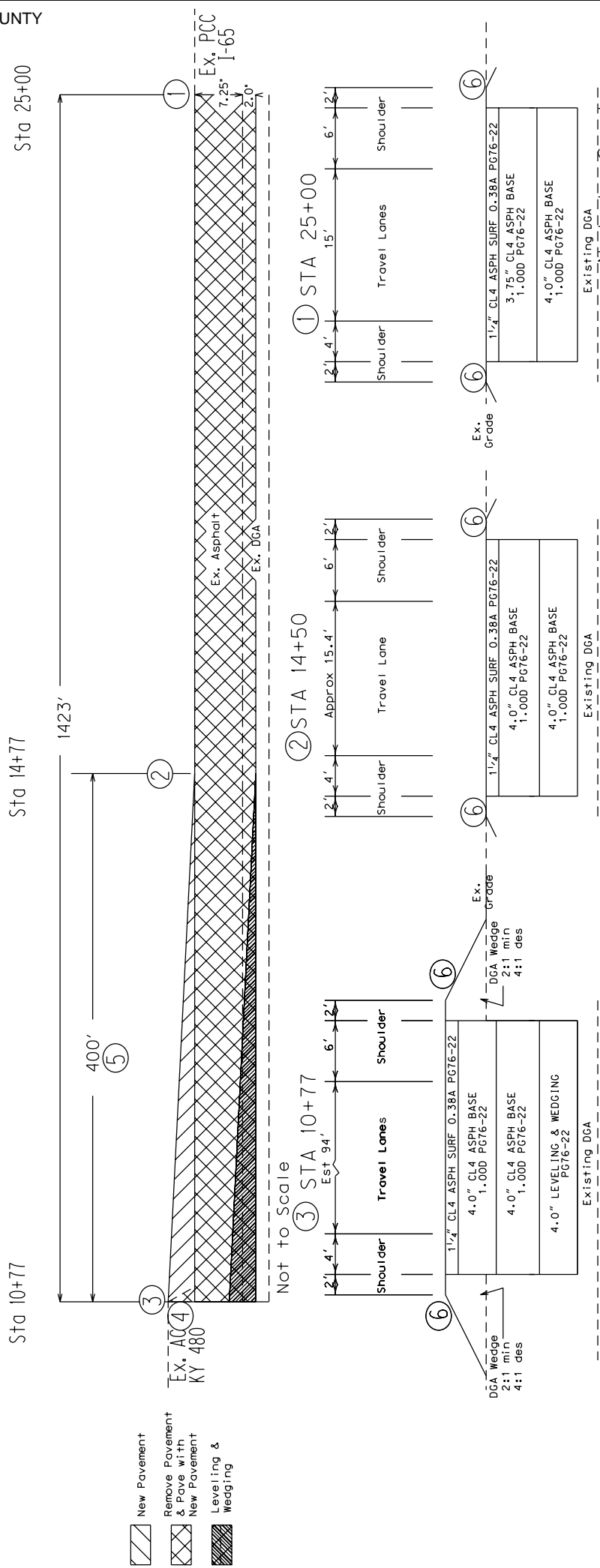
RAMP B PROFILE & DETAILS



- 1 Match existing slope and existing widths on ramps. This project does not intend to widen the mainline or shoulders on Ramp B.
- ② End paving at the end of the existing AC pavement at approximate Sta. 5+75.

Not to Scale

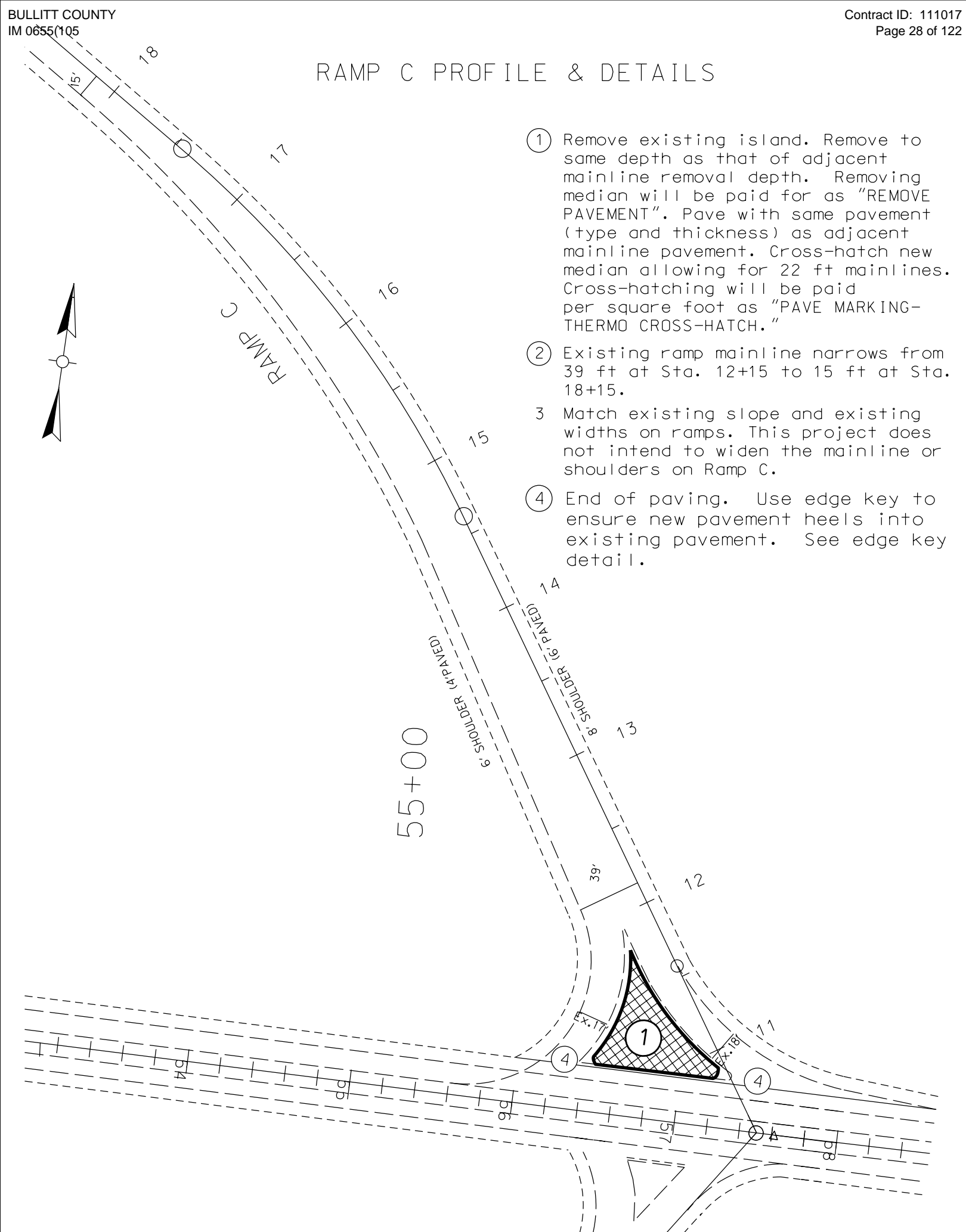
RAMP C TYPICAL SECTIONS AND PAVING DETAILS



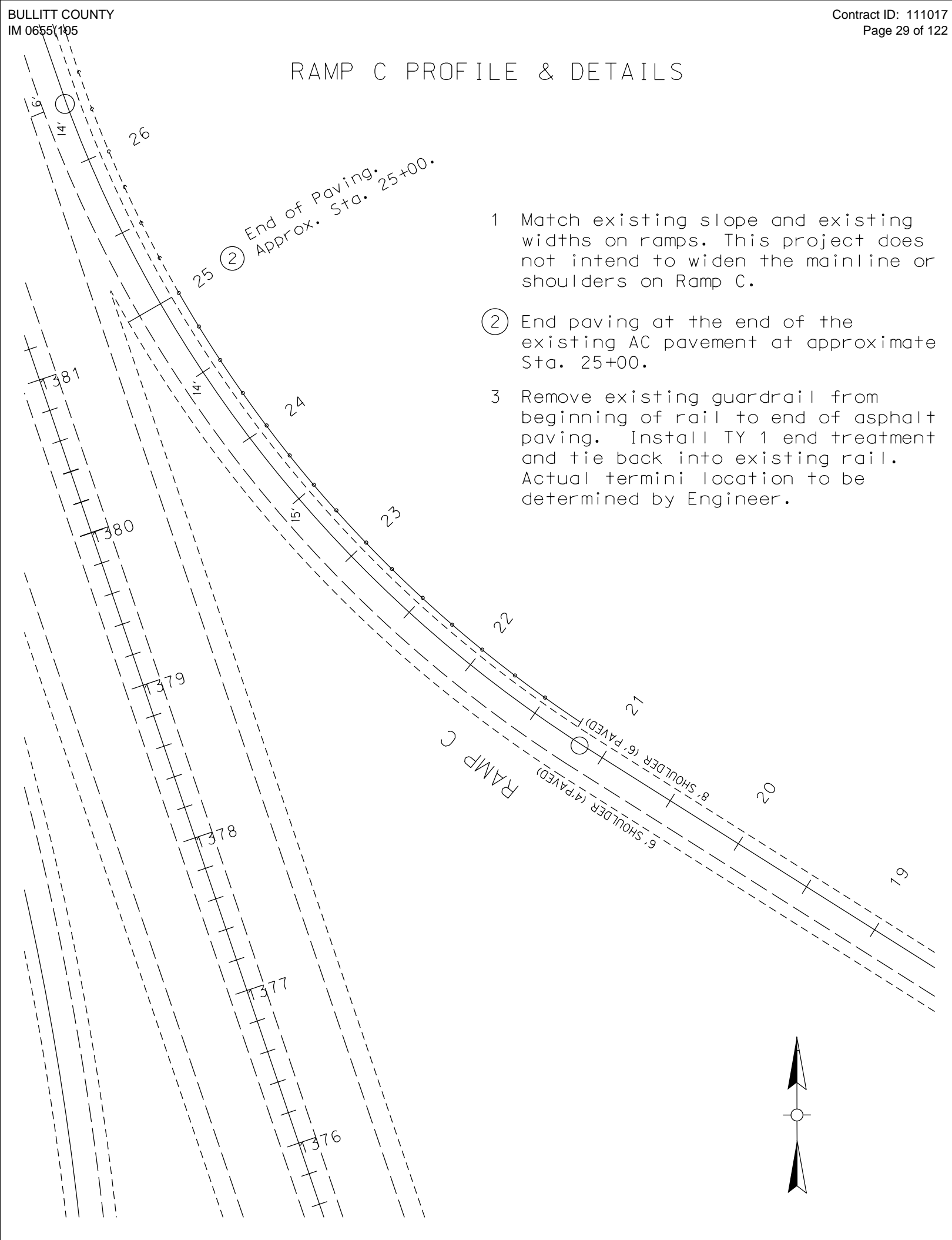
- ① Remove all of the existing asphalt pavement and enough DGA to pave 9.25 in. of AC and match existing grade. Pave 9.25 in. AC (1.25 in. CL4 ASPH SURF 0.38A PG76-22, 4.0 in. CL 4 ASPH BASE 1.00D PG76-22). Seal joint between PCC and AC with Hot-Poured Elastic Joint Sealant conforming to section 807.03.01 of the Standard Specifications. This joint sealing will be paid as "SAW-CLEAN-RESEAL TVERSE JOINT". Removal of asphalt and DGA paid as "REMOVE PAVEMENT".
- ② Remove existing asphalt pavement and enough DGA to pave 9.25 in. AC (1.25 in. CL4 ASPH SURF 0.38A PG76-22, 8.0 in. CL 4 ASPH BASE 1.00D PG76-22). Begin 1 in. to 100 ft. Level & Wedge taper for last 400 ft to KY 480 (approximate Sta. 11+14 to Sta. 15+14) by adding "LEVELING AND WEDGING PG76-22" pavement below the first base course. Removal of asphalt and DGA will be paid as "REMOVE PAVEMENT".
- ③ Remove existing asphalt pavement and enough DGA to allow paving of 13.25 in. AC (1.25 in. CL4 ASPH SURF 0.38A PG76-22, 8.0 in. CL 4 ASPH BASE 1.00D PG76-22, 4.0 in. LEVELING AND WEDGING PG76-22). Removal of asphalt and DGA paid as "REMOVE PAVEMENT".
- ④ There is a deep existing asphalt wedge from KY 480 onto this ramp. This project intends to eliminate 4.0 in. of the grade difference by adding additional asphalt to ensure a smooth transition onto KY 480 while still ensuring proper drainage. The actual thickness of the Leveling & Wedging is to be determined by the Engineer.
- ⑤ Remove all existing asphalt and approximately 2 in. of DGA (total removal depth to be 9.0 in.). Taper "LEVELING & WEDGING PG 76-22" below the bottom base course from 0 in. to 4.0 in. for 400 ft. with 4.0 in. at the base of the ramp.
- ⑥ Asphalt seal required from the edge of paved shoulder to a point 2 feet down the ditch or fill slope.

Two applications at a rate of:
2.4 LBS/ SQ YD - EMULSIFIED ASPHALT RS-2
20 LBS/ SY YD - ASPHALT SEAL AGGREGATE

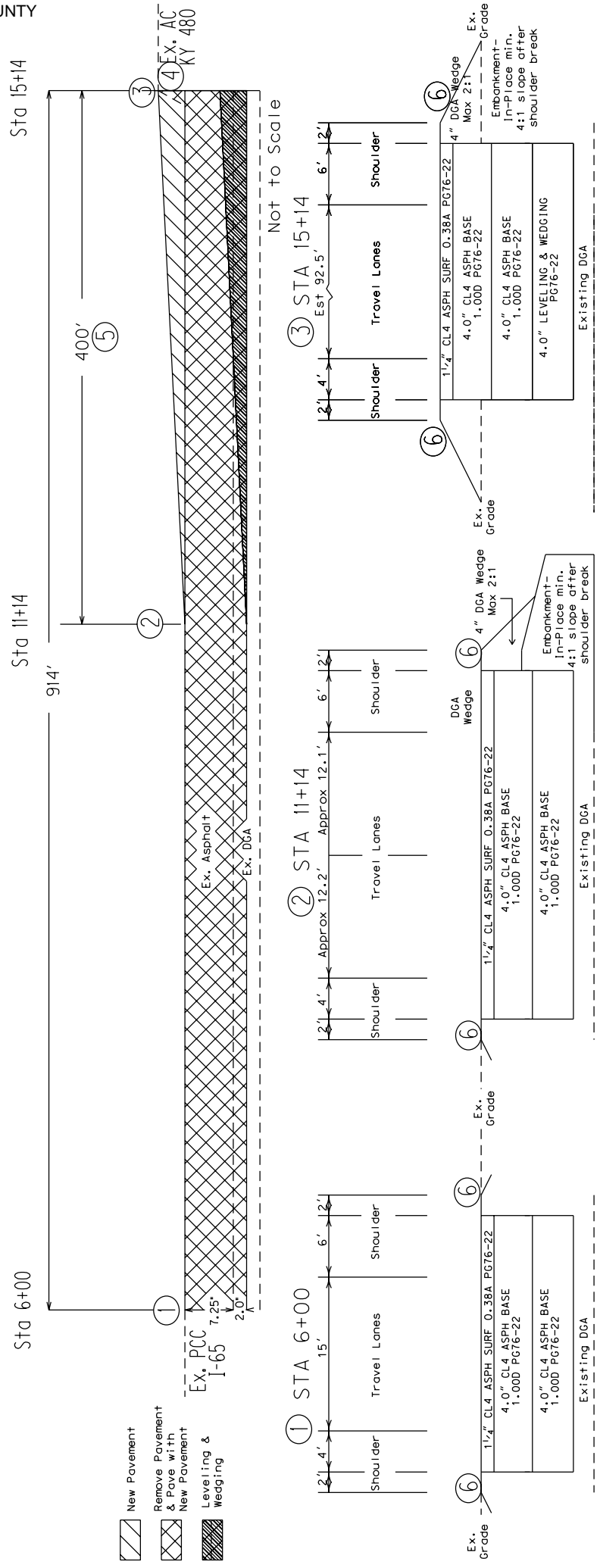
RAMP C PROFILE & DETAILS



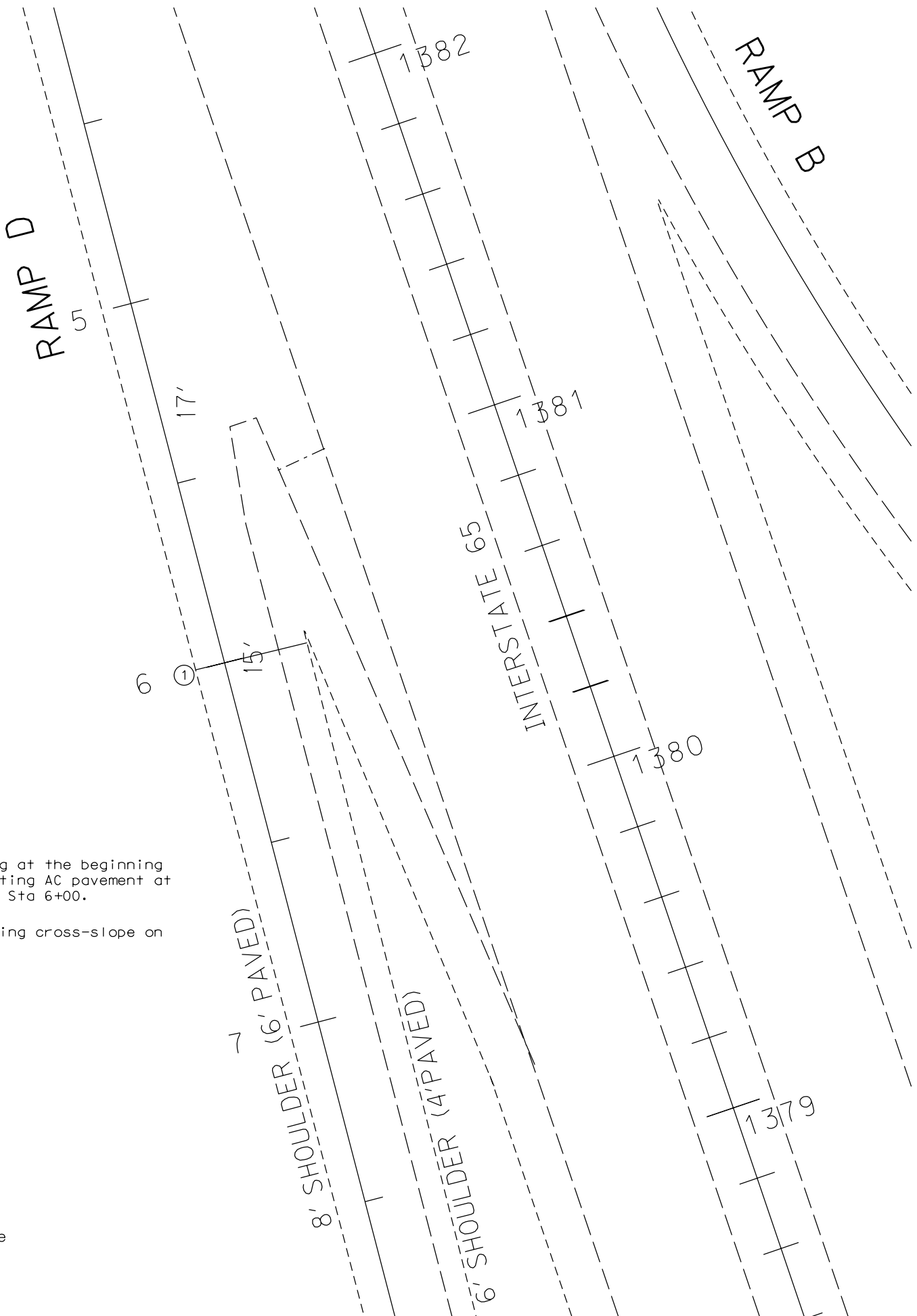
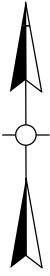
RAMP C PROFILE & DETAILS



RAMP D TYPICAL SECTIONS AND PAVING DETAILS



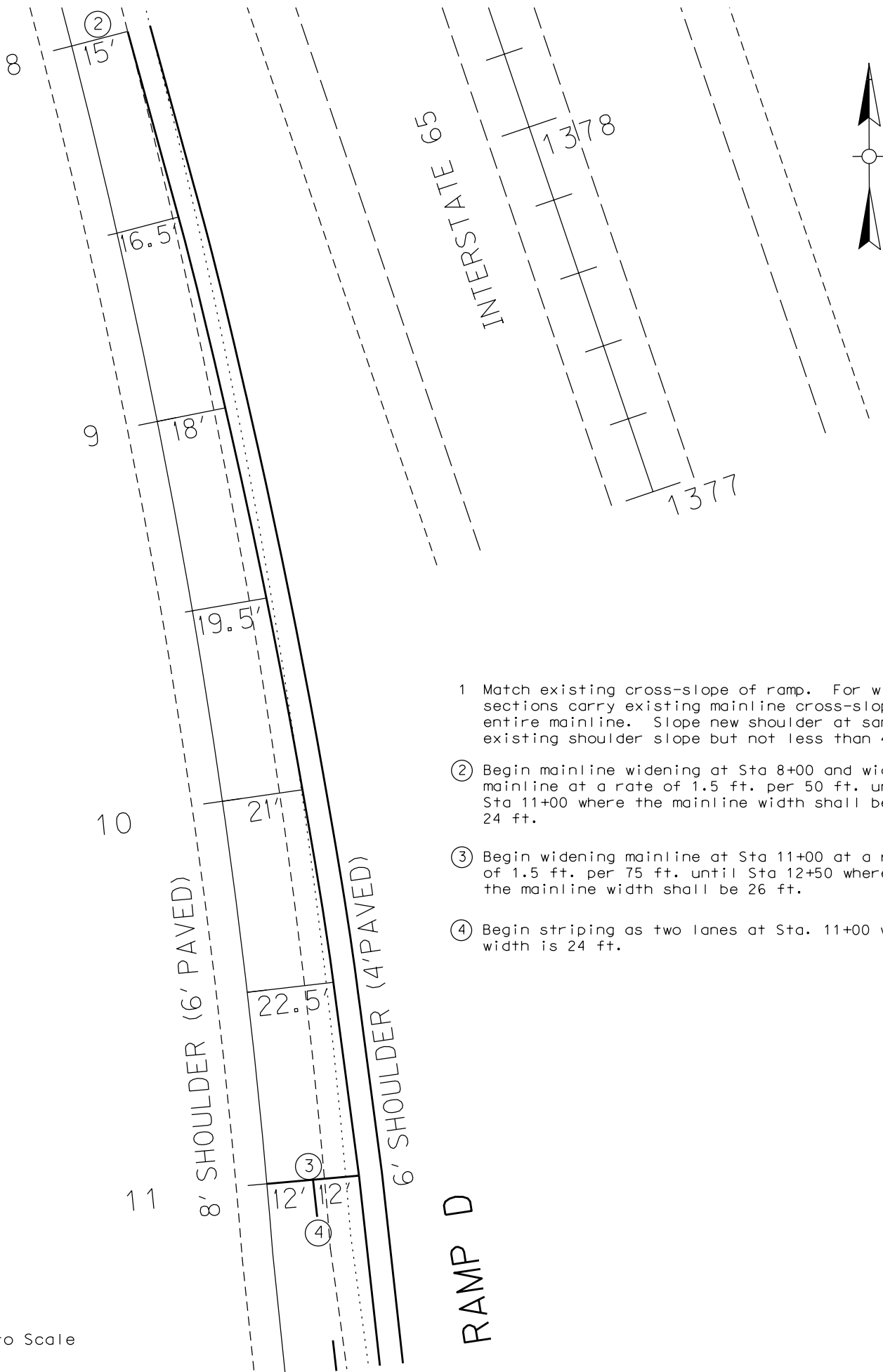
- ① Remove existing 7.25 in. asphalt pavement and 2.0 in. of DGA. Paid as "REMOVE PAVEMENT". Pave 9.25 in. AC (1.25 in. CL4 ASPH SURF 0.38A PG76-22, 8.0 in. CL 4 ASPH BASE 1.000 PG76-22). Actual removal depth shall be that which is necessary to allow paving of 9.25 in. of AC and match up to existing PCC grade. Seal joint between PCC and AC with Hot-Poured Elastic Joint Sealant conforming to section 807.03.01 of the Standard Specifications. This joint sealing will be paid as "SAW-CLEAN-RESEAL TVERSE JOINT".
- ② Remove existing asphalt pavement and enough DGA to pave 9.25 in. AC (1.25 in. CL4 ASPH SURF 0.38A PG76-22, 8.0 in. CL 4 ASPH BASE 1.000 PG76-22). Begin 1 in. to 100 ft. Level & Wedge taper for last 400 ft to KY 480 (approximate Sta. 11+14 to Sta. 15+14) by adding "LEVELING AND WEDGING PG76-22" pavement below the first base course.
- ③ Remove existing asphalt pavement and pave 13.0 in. AC (1.25 in. CL4 ASPH SURF 0.38A PG76-22, 7.75 in. CL 4 ASPH BASE 1.000 PG76-22, 4.0 in. LEVELING AND WEDGING PG76-22).
- ④ There is a deep existing asphalt wedge from KY 480 onto this ramp. This project intends to eliminate 4.0 in. of the grade difference by adding additional asphalt to ensure a smooth transition onto KY 480 while still ensuring proper drainage. The actual thickness of the Leveling & Wedging is to be determined by the Engineer.
- ⑤ Remove all existing asphalt and approximately 2 in. of DGA (total removal depth to be 9.0 in.). Taper "LEVELING & WEDGING PG 76-22" below the bottom base course from 0 in. to 4.0 in. for 400 ft. with 4.0 in. at the base of the ramp.
- ⑥ Asphalt seal required from the edge of paved shoulder to a point 2 feet down the ditch or fill slope. Two applications at a rate of:
2.4 LBS/ SQ YD - EMULSIFIED ASPHALT RS-2
20 LBS/ SY YD - ASPHALT SEAL AGGREGATE



- ① Begin paving at the beginning of the existing AC pavement at approximate Sta 6+00.
- 2 Match existing cross-slope on ramp.

Not to Scale

RAMP D PROFILE & DETAILS



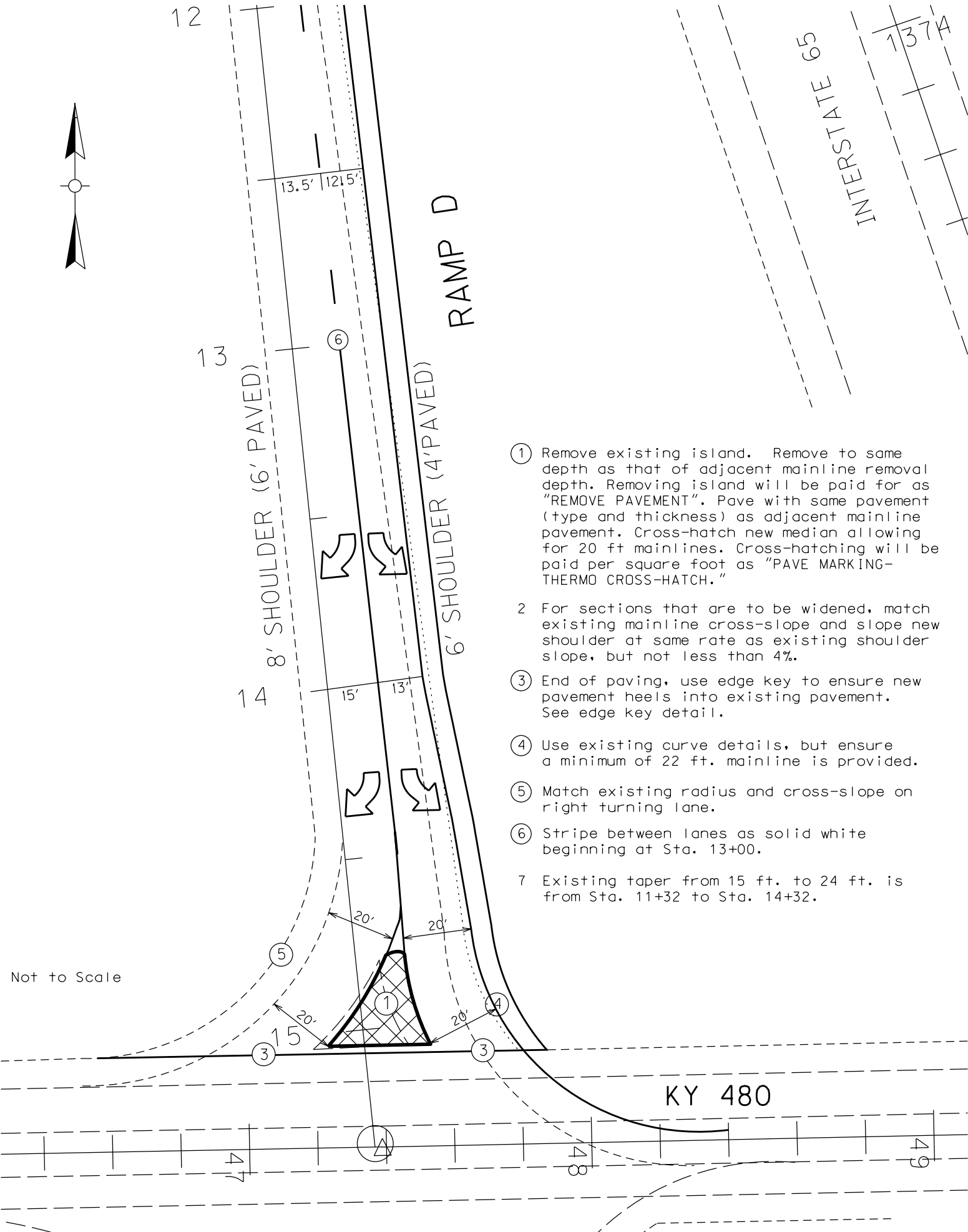
- 1 Match existing cross-slope of ramp. For widened sections carry existing mainline cross-slope across entire mainline. Slope new shoulder at same as existing shoulder slope but not less than 4%.
- 2 Begin mainline widening at Sta 8+00 and widen mainline at a rate of 1.5 ft. per 50 ft. until Sta 11+00 where the mainline width shall be 24 ft.
- 3 Begin widening mainline at Sta 11+00 at a rate of 1.5 ft. per 75 ft. until Sta 12+50 where the mainline width shall be 26 ft.
- 4 Begin striping as two lanes at Sta. 11+00 where width is 24 ft.



Not to Scale

RAMP D

RAMP D PROFILE & DETAILS



- ① Remove existing island. Remove to same depth as that of adjacent mainline removal depth. Removing island will be paid for as "REMOVE PAVEMENT". Pave with same pavement (type and thickness) as adjacent mainline pavement. Cross-hatch new median allowing for 20 ft mainlines. Cross-hatching will be paid per square foot as "PAVE MARKING-THERMO CROSS-HATCH."
- 2 For sections that are to be widened, match existing mainline cross-slope and slope new shoulder at same rate as existing shoulder slope, but not less than 4%.
- ③ End of paving, use edge key to ensure new pavement heels into existing pavement. See edge key detail.
- ④ Use existing curve details, but ensure a minimum of 22 ft. mainline is provided.
- ⑤ Match existing radius and cross-slope on right turning lane.
- ⑥ Stripe between lanes as solid white beginning at Sta. 13+00.
- 7 Existing taper from 15 ft. to 24 ft. is from Sta. 11+32 to Sta. 14+32.

Not to Scale

KY 480

**ASPHALT REHABILITATION NOTES
BULLITT COUNTY
I-65 & KY 480 INTERCHANGE**

THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY
--

I. GENERAL

Perform all work in accordance with the Department's 2008 Standard Specifications, applicable Special Provisions, and Standard and Sepia Drawings except as specified in these notes or elsewhere in this proposal. Article references are to the Standard Specifications.

II. MATERIALS

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

III. CONSTRUCTION METHODS

A. PAVEMENT STRIPING. See Traffic Control Plan.

B. SITE PREPARATION. Be responsible for all site preparation. This item shall include, but is not limited to, clearing and grubbing, excavation and backfilling, embankments, removal of obstructions or any other items, and disposal of materials. All site preparation shall be only as approved or directed by the Engineer. Except for the bid items listed, site preparation will not be measured for payment but shall be incidental to the other items of work.

C. MILLING AND PAVING. After milling, where milling is called for in the proposal, correct settlement over pipes and culverts and remove de-bonded or flaking courses.

Use a material transfer vehicle to place the asphalt pavement. Do not place rumble strips on ramps.

D. FINAL DRESSING, CLEANUP, AND SEEDING. After all work is completed, remove all waste and debris from construction job sites. Dispose of waste at sites off the right of way obtained by the contractor at no additional cost to the department. Disposal of waste may be allowed on site at the discretion of the Engineer. Perform Final Dressing Class A on all disturbed areas. Sow all disturbed earthen areas with Seed Mixture No. I.

E. ON SITE INSPECTION. Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting a bid and shall be thoroughly familiarized with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.

F. PROPERTY DAMAGE. The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's work. Restore all disturbed features in like kind materials and design to the existing or proposed grades, as applicable, at no additional cost to the Department.

G. CAUTION. Information shown on the drawings and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The department does not give any guarantee as to the accuracy of the data and will not consider any claim for additional compensation if the conditions encountered are not in accordance with the information shown.

H. UTILITY CLEARANCE. 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. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations at no additional cost to the Department.

I. MAINTAIN AND CONTROL TRAFFIC. See Traffic Control Plan.

IV. METHOD OF MEASUREMENT

Except as specified in these notes, or elsewhere in the drawings or this proposal, the method of measurement will be in accordance with the Standard Specifications.

A. MAINTAIN AND CONTROL TRAFFIC. See Traffic Control Plan.

B. SITE PREPARATION. Other than the bid items listed, the Department will NOT MEASURE Site Preparation for payment but shall be incidental to other items of work.

**NOTES APPLICABLE TO PROJECT
BULLITT COUNTY
I-65 & KY 480 RAMPS**

THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY
--

1. Existing Plans

Existing Plans are available on the KYTC website at www.kytc.state.ky.us/Highways. Division of Highway Design. KYTC Project archives (1909-Present).

2. Typical Sections

The dimensions shown on the typical sections for pavement and shoulder widths and thickness are nominal or typical dimensions. The actual dimensions to be constructed may be varied to fit existing conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened unless specified elsewhere in the proposal.

3. Guardrail

Guardrail, End Treatments, and Terminal Sections to be replaced are listed by stations. These stations are approximate. The exact placement will be approved by the Engineer.

The Contractor shall deliver existing salvaged guardrail system materials to the Central Sign Shop and Recycle center at 1224 Wilkinson Blvd. in Frankfort, KY. Contact Section Supervisor at (502)564-8187 to schedule the delivery of material. Deliver the material between the hours of 8:00 am and 3:00 pm, Monday through Friday. Remove any existing guardrail with a shoulder closure or when the lane is closed. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area. There is a guardrail delivery verification sheet which must be completed and signed by the Contractor, Engineer, and a representative of the Central Sign Shop and Recycle Center.

4. Permits and Erosion Control

There are no erosion control plans for this project. The contractor is advised, however that an erosion control BMP plan must be developed for this project conjointly with the Engineer and BMP measures must be installed, maintained, and monitored in accordance with all applicable regulations. See "Special Note for K.P.D.E.S Permit and Temporary Erosion Control" in proposal.

Notes Applicable to Project
I 65 / KY 480 Interchange
Page 2 of 3

5. Property Damage

The Contractor shall be responsible for all damage to public and/or private property resulting from this work. Restore all disturbed features in like kind materials and design to the existing or proposed grades, as applicable, at no additional cost to the department.

6. Coordination of Work

The Contractor is advised that there may be work on KY 480 during the same time as this project. If conflicts arise between the projects, the Engineer will determine the project priority.

The Contractor is advised that there may be a mowing contract through this project. The Contractor will allow the mowing contractor to complete the mowing through this area.

7. Existing Signs

Remove existing signs only when necessary, protect and store them in a safe location. If a sign is damaged during removal, storage, or re-installation, the Contractor will be responsible to replace it at no cost to the Department. Re-install all signs at their original location by approved methods. This work will be incidental to "MAINTAIN AND CONTROL TRAFFIC."

8. Pavement Markers and Delineators

Delineators shall meet the requirements of Section 830 and 838 of the Standard Specifications. Delineators shall be placed in accordance with Section 3F of the M.U.T.C.D. Any delineator posts that are damaged during construction are to be replaced at the contractor's expense.

Existing pavement markers installed in the asphalt pavement shall be removed. This work shall be incidental to the asphalt paving.

9. Ditching

There is a quantity of "DITCHING" set up on the project. The Engineer will determine the areas that will need to be ditched. The Contractor is to ensure that there is positive drainage throughout the project. The cleaning of existing pipe culvert inlets and outlets 36 inches or less in diameter are incidental to the bid item for "DITCHING" in accordance with the Standard Specifications.

A quantity of "CHANNEL LINING CLASS II" and "CHANNEL LINING CLASS III" has been included to be applied to eroded areas around drainage outlets and for some of the areas that are to be ditched. The actual limits of ditching and/or channel lining shall be as directed and/or approved by the Engineer. Geotextile Fabric Type I will not be measured for payment and will be considered incidental to channel lining.

Notes Applicable to Project
I 65 / KY 480 Interchange
Page 3 of 3

10. Pavement Removal

The bid item "REMOVE PAVEMENT" will be applicable for the removal of the mainline and shoulder pavement regardless of the pavement type (asphalt, concrete, DGA, etc.). "REMOVE PAVEMENT" will only apply when the entire asphalt pavement is being removed. If only part of the asphalt pavement is to be removed, "ASPHALT PAVE MILLING & TEXTURING" shall apply.

Millings removed by the bid item "ASPHALT PAVE MILLING & TEXTURING" shall be delivered to the Bullitt County Maintenance Barn. Payment for hauling of millings will be incidental to "ASPHALT PAVE MILLING & TEXTURING".

11. Pavement Rideability

Pavement rideability requirements, in accordance with section 410 of the Standard Specifications, shall apply on this project.

12. Portable Changeable Message Signs

"PORTABLE CHANGEABLE MESSAGE SIGNS" furnished by the Contractor shall be retained by the Contractor upon completion of the project. See Special Note 1I of the Standard Specifications.

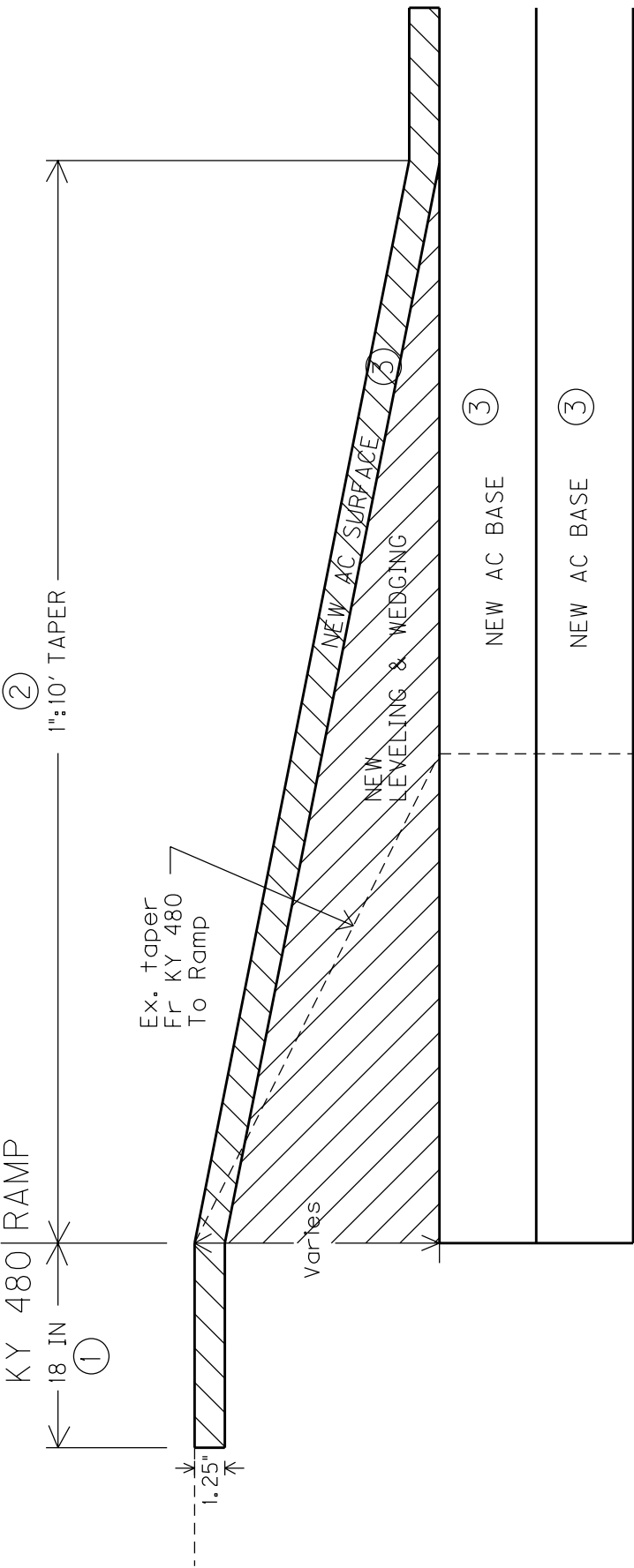
13. Material Transfer Vehicle

See special note 9Y of the Standard Specifications.

15. Law Enforcement Officers (LEO's)

Police support shall be a unit consisting of an off-duty policeman from any police force agency having lawful jurisdiction and a police car equipped with flashing blue lights. The officer(s) will be placed at the discretion of the Engineer. Police support will be measured and paid on a per hour basis for each officer and police vehicle.

EDGE KEY AND TAPER DETAILS
FOR ALL RAMPS AT KY 480



- ① "EDGE KEY" pay limits of 18 in. Work under this bid item shall include cutting out the existing bituminous surface to a minimum depth and width as shown, so the new surface may heel into the existing surface. The contract unit price bid per linear foot for "EDGE KEY" shall include all necessary materials, labor, equipment, etc. to perform the work and dispose of the bituminous material removed.
- ② Tie KY 480 into ramp using a 1 in. to 10 ft. taper. "LEVELING & WEDGING PG 76-22" to be used to ensure smooth transition from KY 480 onto ramp.
- ③ See specific ramp Typical Sections and Paving Details sheet for pavement types and thicknesses.

**TRAFFIC CONTROL PLAN
PAVEMENT REHABILITATION
I-65 / KY 480 INTERCHANGE BULLITT COUNTY
ITEM NO. 5-2807.00**

**THIS PROJECT IS A FULLY
CONTROLLED ACCESS HIGHWAY INTERCHANGE**

TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the 2008 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". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings. Do NOT use cones for lane closures or shoulder closures.

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. Traffic Control Devices shall conform to current MUTCD.

Night work is required on this project. Obtain approval from the Engineer for the method of lighting prior to its use.

PROJECT PHASING & CONSTRUCTION PROCEDURES

No ramp closures will be allowed during the following days:

Before June 2, 2011

After August 9, 2011

July 2-4, 2011 Independence Day Weekend

5:00 a.m. Tuesday - 8:00 p.m. Friday

RAMP CLOSURES

The following ramps will need to be closed to complete the proposed rehabilitation on the respective ramp:

I-65 NB Exit Ramp to KY 480 (Ramp A)

I-65 SB Entrance Ramp from KY 480 (Ramp B)

I-65 NB Entrance Ramp from KY 480 (Ramp C)

I-65 SB Exit Ramp to KY 480 (Ramp D)

Each ramp may be closed only once from 8 pm Friday to 5 am Tuesday. Only one ramp can be closed at a time.

Liquidated Damages, at the rate specified per hour in the “Special Note for Fixed Completion Date and Liquidated Damages”, will be assessed for each hour beyond the specified time a ramp closure is permitted. Detour signing plan exhibits are attached for each ramp closure. The sign locations shown on the exhibits are approximate. The location and type of sign used shall be as directed or approved by the Engineer prior to any ramp closure. All messages to be used on Portable Changeable Message Signs shall be approved by the Engineer prior to any ramp or lane closure. Contrary to section 112, ramp/lane closures will **NOT** be measured for payment, but are considered incidental to Maintain and Control Traffic.

Ramp access is to be maintained except when the ramp is closed. All asphalt work shall be done during the ramp closure.

Partial width work can be done on the ramps with traffic. Maintain at least a clear lane width of 11 feet; however, make provisions for the passage of wide loads up to 16' in width.

All ramp closures shall be in accordance with the standard drawings or the Manual of Uniform Traffic Control Devices (M.U.T.C.D.). Any ramp closure must be approved by the Engineer prior to the closure. The Contractor must notify the Engineer as least fourteen (14) days prior to any proposed closure.

SIGNS

Contrary to section 112, Individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

PORTABLE CHANGEABLE MESSAGE SIGNS

The locations designated may vary as the work progresses. The messages required to be provided will be designated by the Engineer. The Portable Changeable Message Signs will be in operation at all times. In the event of damage or mechanical/electrical failure, the Contractor will repair or replace the Portable Changeable Message Sign immediately. Portable Changeable Message Signs will be paid for once, no matter how many times they are moved or relocated. The Department **WILL NOT** take possession of the signs upon completion of the work.

PAVEMENT MARKINGS

Place temporary and permanent striping in accordance with Section 112, except that:

1. Edge lines will be required for temporary striping
2. Existing, temporary, or permanent striping will be in place before a ramp is opened to traffic.

3. It is not anticipated that any temporary striping should be needed. Any temporary striping used by the Contractor in order to open a ramp before Thermo can be painted will be considered incidental to "MAINTAIN AND CONTROL TRAFFIC".
4. Permanent striping will be THERMO-6"

PAVEMENT EDGE DROP-OFFS

Less than 2" – A pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation shall not have an elevation difference greater than 2". Place warning signs (MUTCD W8-11 or W8-9A) in advance of and at 500' intervals throughout the drop-off area. Dual posting on both sides of the traveled way shall be required. Wedge all transverse transitions between resurfaced and unresurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Greater than 2"- Protect with a lane closure. Place plastic drums, vertical panels, or barricades every 50 feet. Cones may not be used in place of plastic drums, panels, and barricades at any time. Construct a wedge with compacted cuttings from milling, trenching, or asphalt mixtures with a 3:1 or flatter slope, when work is not active in the drop-off area. Place Type III Barricades during the time the lane closure is in place.

TRAFFIC COORDINATOR

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must be certified by the American Traffic Safety Services Association (ATSSA). The Traffic Coordinator will inspect the project maintenance of traffic once every two hours during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

During any period when a lane closure is in place, the Traffic Coordinator will arrange for personnel to be present on the project at all times to inspect the traffic control, maintain the signing and devices, and relocate Portable Changeable Message Signs as queue lengths change. The personnel will have access on the project to a radio or telephone to be used in case of emergencies or accidents.

COORDINATION OF WORK

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

DETOUR SIGNS KEY

PORTABLE CHANGEABLE MESSAGE SIGNS

- 1A

RAMP TO
KY 480
CLOSED
USE
EXIT 117
- 1B

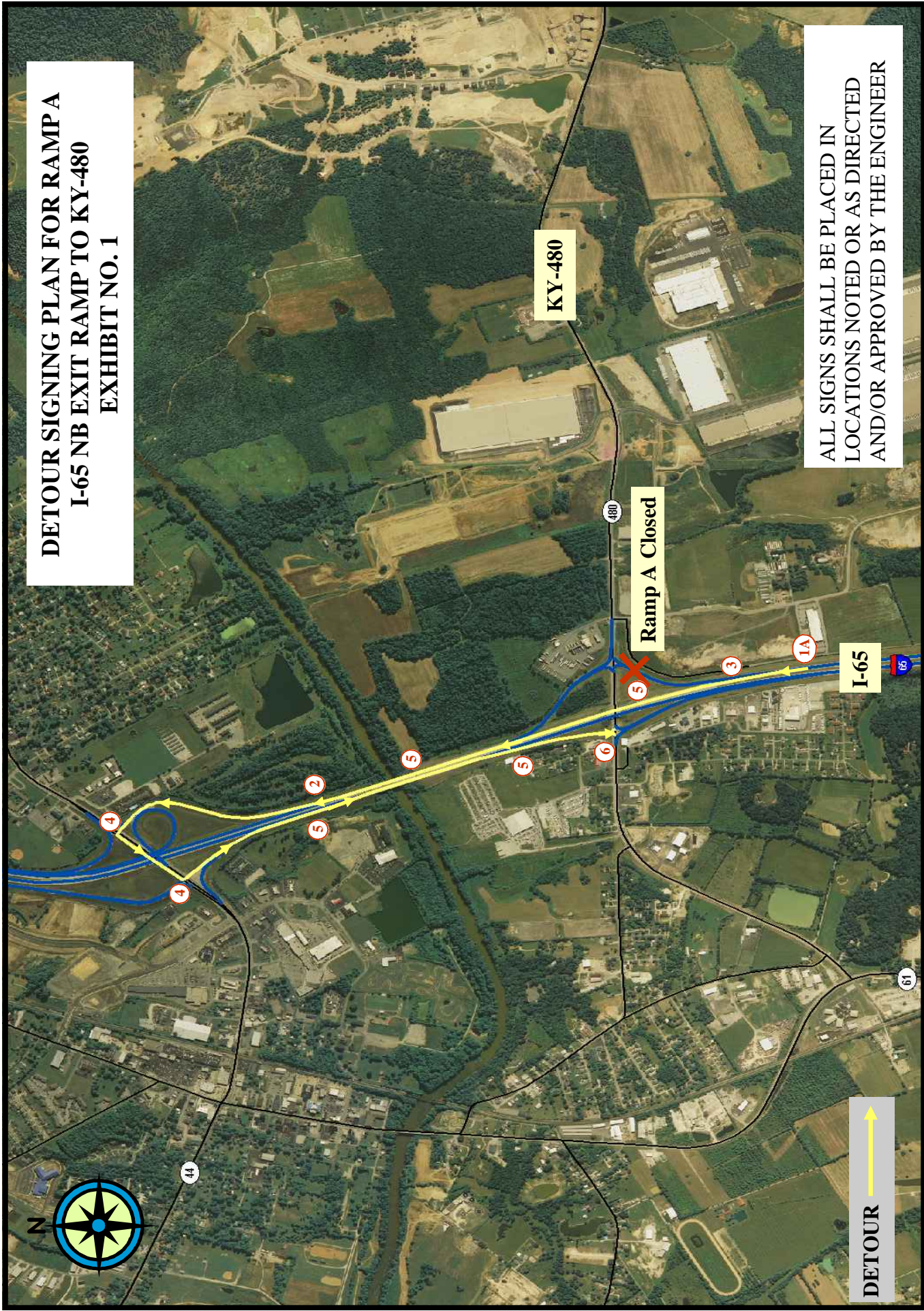
RAMP TO
SB I-65
CLOSED
FOLLOW
DETOUR
- 1C

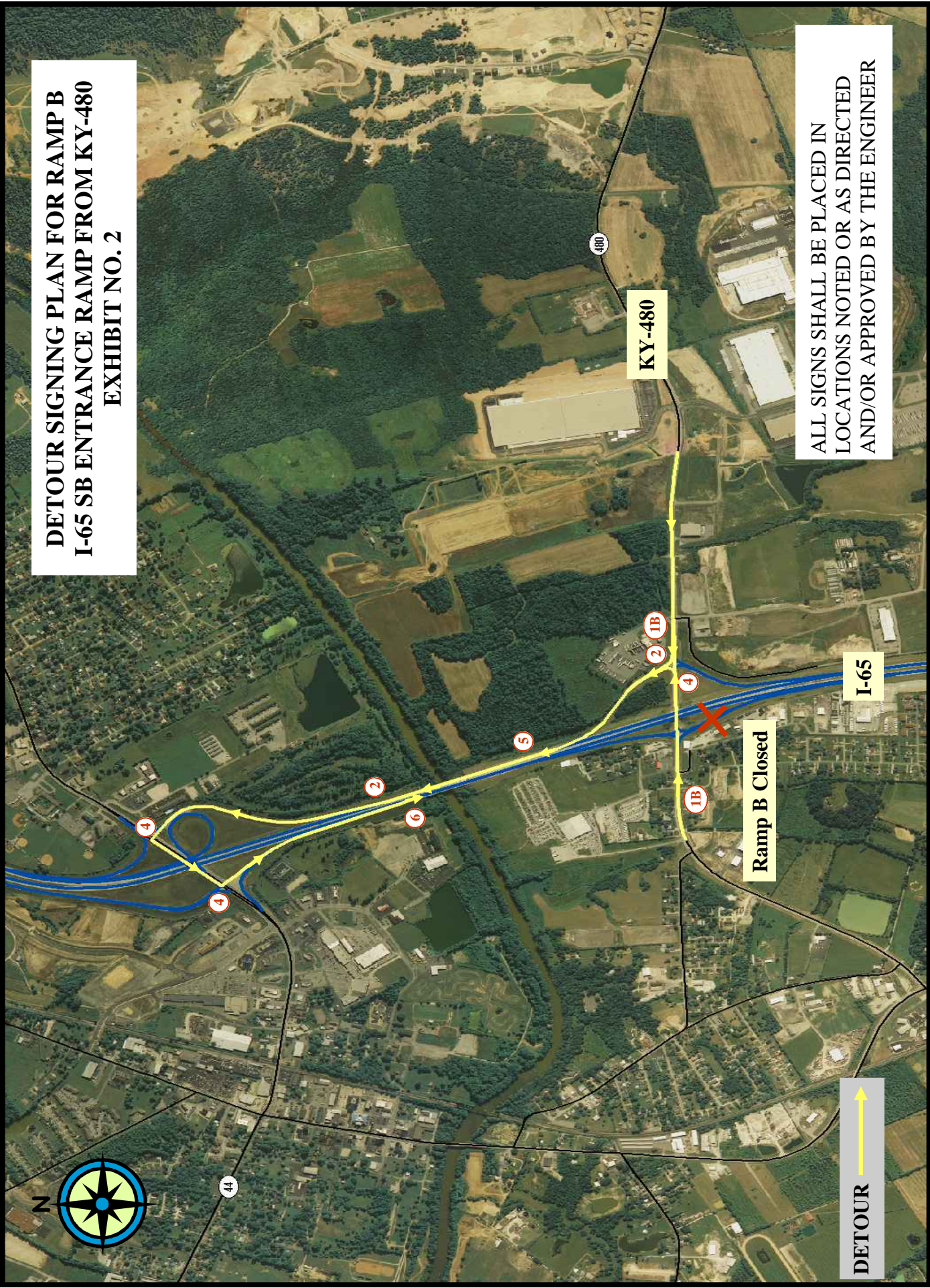
RAMP TO
NB I-65
CLOSED
FOLLOW
DETOUR

- 1D

RAMP TO
KY 480
CLOSED
FOLLOW
DETOUR

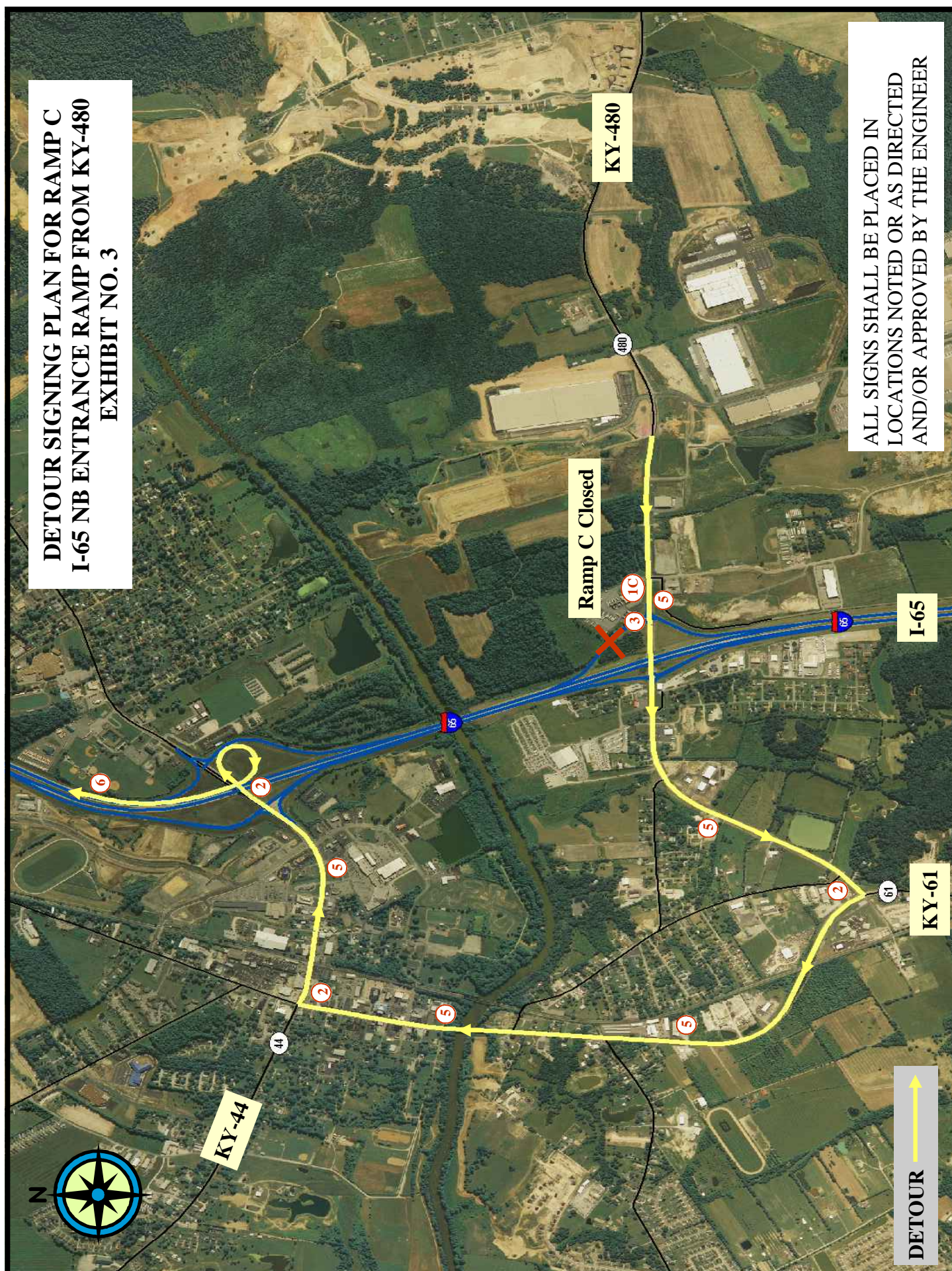


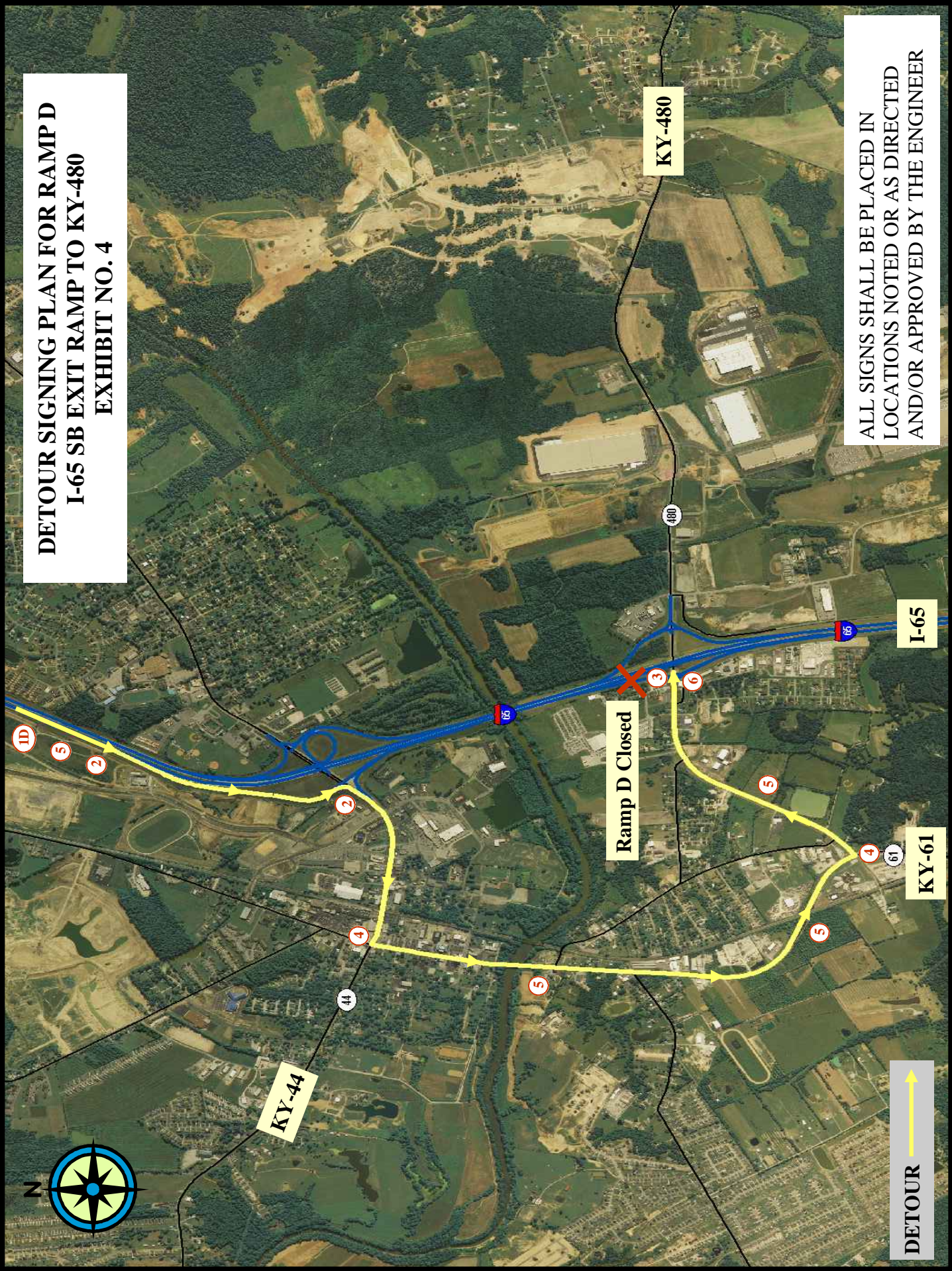




**DETOUR SIGNING PLAN FOR RAMP B
I-65 SB ENTRANCE RAMP FROM KY-480
EXHIBIT NO. 2**

**ALL SIGNS SHALL BE PLACED IN
LOCATIONS NOTED OR AS DIRECTED
AND/OR APPROVED BY THE ENGINEER**





Special Note For Fixed Completion Date and Liquidated Damages Bullitt County

Contrary to Section 108.09, Liquidated Damages of \$5,000 per calendar day will be assessed for each day work remains uncompleted beyond the Specified Completion Date. This project has a Fixed Completion Date of August 1, 2011.

In addition to the Liquidated Damages specified above, Liquidated Damages in the following amounts will be charged when a ramp closure remains in place during the prohibited period outlined in the Traffic Control Plan, excluding delays caused by inclement weather:

Ramps:	\$2,000 for the first hour
	\$4,000 any additional hour

These hourly disincentives will still be in effect after the Fixed Completion Date of August 1, 2011 and will be charged in addition to the \$5,000 per calendar day if warranted. If work is delayed by inclement weather, the minimum work required to allow removal of the lane closure, as directed by the Engineer, shall be resumed immediately as soon as weather permits or the Department will begin to assess Liquidated Damages as specified herein.

Contrary to Section 108.09 of the Standard Specifications, **the disincentive fee will be charged during those periods when seasonal limitations of the Contract prohibit the Contractor from working on a controlling item or operation. This includes the months from December through March.**

All liquidated damages will be applied cumulatively.

All other applicable portions of Section 108 apply.

Special Note For: K.P.D.E.S Permit and Temporary Erosion Control Bullitt County I-65 / KY 480 Interchange

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

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009 or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of KYTC 2008 Department of Highways, Standard Specifications for Road and Bridge Construction.

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

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

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

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

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

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

Payment: Payment will be by lump sum under the bid item "K.P.D.E.S. Permit & Temporary Erosion Control".

**SPECIAL NOTES FOR UTILITY CONSTRUCTION
IMPACT ON CONSTRUCTION**

**BULLITT COUNTY
FD52 015 0065 115-116
PAVEMENT REHABILITATION AT I-65 EXIT 116
ITEM NO. 5-2807.00**

There are no Utility Companies in the general project area.

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities. If conflicts do arise, it is the responsibility of the contractor to verify the location of the existing utilities and to arrive at appropriate resolutions with the Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The Kentucky Transportation Cabinet makes no guarantees regarding: the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. 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.

BEFORE YOU DIG

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

Bullitt County
FD52 015 0065 116-117
Item Number 5-2807.00

Utility Owners and Contact Person

For
Bullitt County

1. LG&E KU (Electric)
820 West Broadway
Louisville, KY 40202
LG&E Emergency Number (502) 589-1444
KU Emergency Number 1-800-331-7370

Greg Geiser
work: (502) 627-3708
Greg.Geiser@lge-ku.com
2. LG&E (Gas)
820 West Broadway
Louisville, KY 40202
Emergency Number (502) 589-5511

Greg Geiser
work: (502) 627-3708
Greg.Geiser@lge-ku.com
3. Louisville Water Company
550 South Third Street
Louisville, KY 40202

Daniel Tegene, PE
(502) 569-3649
dtegene@lwcky.com
4. Windstream Kentucky, Inc.
229 Lees Valley Road
Shepherdsville, KY 40165
502-957-7127
OR
111 S. Main St.
Elizabethtown, KY 42071

Roger Redford
cell – (270) 723-7549
roger.redford@windstream.com

Barry Roberts
(270) 723-7358
5. Salt River Rural Electric Coop. Corp.
111 W. Brashear Ave.
Bardstown, KY 40004
Telephone in Bullitt County

Gary Pile
gpile@srelectric.com
(502) 543-3083
Don Crigler
dcrigler@srelectric.com
6. East Kentucky Power Coop
P O Box 707
Winchester, KY 40391

Jason Witt
jason.witt@ekpc.coop
Cell: (859) 749-9110
Office (859) 745-9596
Or Barry Warner
Barry.warner@ekpc.coop
(859) 745-9304
7. City of Shepherdsville Sewer
634 Conestoga Parkway
P O Box 400
Shepherdsville, KY 40165

Engineer: Angi Johnston QK4
ph: (502) 585-2222 (QK4)
ajohnston@qk4.com
fax: (502) 543-2923 (City Shep)
ph: (502) 955-7803 (City Shep)
8. Insight Communications Company
4701 Commerce Crossings Dr.
Louisville, KY 40229

Deno Barbour
(502) 357-4376
barbour.d@insightcom.com

Bullitt County
FD52 015 0065 115-116
Item Number 5-2807.00

- | | | |
|-----|---|---|
| 9. | Lebanon Junction Water Works
City Hall - Main Street
P O Box 69
Lebanon Junction, KY 40150 | Charles Sullivan
Cell (502) 817-0352 (not use 502)
ljww16@yahoo.com
City Hall 502-833-4311 |
| 10. | Mt. Washington Sewer & Water Commission
208 Snapp Street
Mt. Washington, KY 40047 | Kenneth Stovall
kstovall@mtwky.org
(502) 538-4216 or 538-4781 or 955-6784
Derrick Engineering - Consultant |
| 11. | Marathon Pipeline, LLC
1046 Pleasant Valley Rd.
Owensboro, KY 42303 | Jeff Erwin
jaerwin@maple.com or
JAErwin@MarathonOil.com
(270) 926-5579 |
| 12. | Mid - Valley Pipeline Company
4910 Limaburg Road
Burlington, KY 41005
FAX (866) 699-1185 | Richard Calfee
(859) 371-4469x14
Cell: 859-630-8271
RTCALFEE@sunocologistics.com |
| 13. | AT&T Legacy
5390 Overbend Trail
Suwanee, GA 30024 | Scott Logeman
slogeman@ems.att.com
(770) 335-8255 |
| 14. | Taylorsville Sewer & Water, City of
70 Taylorsville Rd. P O Box 279
Taylorsville, KY 40071 | Harold Compton
hcompton@taylorsvillewater.org
(502) 477-3235 |
| 15. | AT&T KY
3719 Bardstown Rd.
Louisville, KY 40218 | Morgan Herndon
(502) 458-7312
morgan.herndon@at&t.com |
| 16. | Bullitt County Schools
1044 Highway 44 East
Shepherdsville, KY 40165 | Jim Jackson
jim.jackson@Bullitt.kyschools.us
(502) 543-2271 ext. 244 |
| 17. | Bullitt Co. Sanitation District
P O Box 818
Hillview, KY 40129
502-957-6140 (office) | Jerry Kennedy
(502) 643-3165 (Cell)
bullittsanitation@windstream.net |
| 18. | Texas Gas Transmission, LLC
3800 Frederica Street
Owensboro, Kentucky 42302 | Tim Turner
(270) 688-6461
Tim.Turner@bwpmlp.com
Cell: (270) 485-1152 |
- Mar 09 2010 referred to
Howard Menser (by Tim) (502)491-0251

Bullitt County
FD52 015 0065 115-116
Item Number 5-2807.00

- | | | |
|------------|--|--|
| 19. | Inside Connect Cable LLC
150 Libers Ln.
Shepherdsville, KY 40165
502-295-6653 | Rusty Smith
rusty@insideconnect.net |
| 20. | Pioneer Village Sewer Plant
4846 Brownsboro Center Arcade
Louisville, KY 40242
02-895-4273 | Joe Sanders
(502) 609-2114 - cell
NO EMAIL
Owner: Jim Walser |
| 21. | Kentucky Data Link (KDL)
Project Manager
3701 Communications Way
Evansville, IN 47715 | Rick Cunico
ph: (618)-648-2420
cell: (812) 760-6602
fax (812) 456-4731
(812) 759-7844(Maintenance)
WCL.maintenance.south@windstream.com |
| 22. | MCI – bought out by Verizon Business
Verizon Business
2400 N Glendale Dr
MDC 3115
Richardson, TX 75082 | Dean Boyers (Investigations Dept)
Dean.Boyers@VerizonBusiness.com
(972) 729-6322 |
| 23. | Nolin Rural Electric Cooperative Corp.
411 Ring Road
Elizabethtown, KY 42701 | Donnie Probst
(270) 765-6153 |
| 24. | Qwest Communications Company, LLC
700 W Mineral Ave, UTD2734
Littleton, Colorado 80120 | George McElvain
George.McElvain@qwest.com
303-992-9931
Cell:720-260-2514
Fax:303-707-3252 |
| 25. | Level 3 Communications
715 S.8 th St.
Louisville, KY 40202
502-777-8622 | Kevin Webster
Kevin.webster@level3.com |
| 26. | Metropolitan Sewer District
700 West Liberty Street
Louisville, KY 40202
Send to both contacts | Steve Emly
(502) 540-6509
emly@msdlouky.org
Brad Selch
(502) 540-6614
selchb@msdlouky.org |

Guardrail Delivery Verification Sheet

Bullitt County I-65 / KY 480 Interchange

Guardrail, End Treatment, <u>Terminal</u> <u>Section or Post Type</u>	<u>Unit</u>	<u>Field Verified</u> <u>Amount</u>	<u>Delivered</u> <u>Amount</u>
Guardrail-Steel W Beam	LF		
Temporary Guardrail	LF		
Guardrail Terminal Section	Each		
Guardrail Terminal Section	Each		
Crash Cushion Type Ix-A	Each		
Guardrail End Treatment Type 1	Each		
Guardrail End Treatment Type 2a	Each		
Guardrail End Treatment Type 3	Each		
Guardrail End Treatment Type 4a	Each		
Guardrail End Treatment Type 7	Each		
Guardrail Connector To Bridge End	Each		
Guardrail Connector To Conc Med Barr	Each		
Guardrail Connect-Shld Bridge Pier	Each		
Timber Guardrail Post	Each		
Steel Guardrail Post	Each		

Removed guardrail, end treatments, terminal sections, and posts shall be delivered to the Central Sign Shop and Recycle Center in Frankfort, KY (502-564-8187) between the hours of 8:00 AM and 3:00 PM Monday through Friday and shall be neatly stacked in accordance with section 719.03.07 of the standard specifications. Contractor, engineer, and Central Sign Shop and Recycle Center representative must all sign off on this sheet before payment may be made.

	Printed Name	Signature	Date
Resident Engineer (or Representative)			
Contractor (or Representative)			
Central Sign Shop and Recycle Center Representative			

REFERENCES

1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2008.
2. FHWA Manual on Uniform Traffic Control Devices – 2009 Edition.
3. Kentucky Department of Highways Standard Drawings, current editions, as applicable:

RBI-001	Typical Guardrail Installations
RBI-002	Typical Guardrail Installations
RBI-004	Installation of Guardrail End Treatment Type 1
RBR-001	Steel Beam Guardrail ("W" Beam)
RBR-005	Guardrail Components
RBR-015	Guardrail Posts
RBR-016	Guardrail Posts
RBR-020	Guardrail End Treatment Type 1
RDD-040	Channel Lining Class II and III
RDX-210	Temporary Silt Fence
RDX-220	Silt Trap Type A
RDX-225	Silt Trap Type B
RDX-230	Silt Trap Type C
RGX-001	Miscellaneous Standards Part I
RGX-200	One Point Proctor Family of Curves
RPX-015	Hot-Poured Elastic Joint Seals for Concrete Pavement
TPM-125	Pavement Marker Arrangement Exit Gore and Off-Ramp
TPM-130	Pavement Marker Arrangement On-Ramp with Tapered Accel Lane
TPM-135	Pavement Marker Arrangement On-Ramp with Parallel Accel Lane
TTC-135	Shoulder Closure
TTD-110	Post Splicing Detail
TTD-125	Pavement Condition Warning Signs

4. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2008, Appendix B - Supplemental Specifications, as applicable:

Special Note 1I	Portable Changeable Message Signs (1/5/2010)
Special Note 9Y	Material Transfer Vehicle (3/12/2008)
Special Note	Guardrail Delivery Verification Sheet (attached)
Special Note	K.P.D.E.S. Permit and Temporary Erosion Control (attached)
Special Note	Special Note for Fixed Completion and Liquidated Damages (attached)
Special Note	Special Note for Utility Construction, Impact on Construction (attached)

Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded☒ Original☐ State Funded☐ Re-Certification

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Major projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under Conditions No. 2 or 3 outlined elsewhere in this form. When Condition No. 2 or 3 apply, KYTC shall resubmit this ROW Certification prior to construction contract Award. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: March 7, 2011Project Name: PAVEMENT REHAB-INT(P)Letting Date: APRIL 2011Project #: FD52-015-0065 115-116County: BULLITTItem #: 05-2807.00Federal #: IM 0655 (105)Description of Project: PAVEMENT REHABILITATION AT I-65 EXIT 116 THE I-65/KY 480 INTERCHANGE IN BULLITT COUNTY ON EACH OF THE FOUR I-65 RAMPS BEGINING AT MP 115 AND ENDING AT MP 116**Projects that require NO new or additional right-of-way acquisitions and/or relocations**

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

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

- ☐ Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. (Check those that apply.)
- ☐ **Condition 1.** All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Fair market value has been paid or deposited with the court.
- ☐ **Condition 2.** Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

Note 1: The KYTC shall re-submit a right-of-way certification form for this project prior to AWARD of all Federal-Aid construction contracts. Award must not to be made until after KYTC has obtained full legal possession and fair market value for all parcels has been paid or deposited with the court and FHWA has concurred in the re-submitted right-of-way certification.

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: Ron Geveden
Printed Name

Ron Geveden 3/10/12
Signature Right-of-Way Supervisor

Approved: DAVID L. ORR
Printed Name

David L. Orr
Signature KYTC, Director of ROW & Utilities

Approved: _____
Printed Name

Signature FHWA, ROW Officer (when applicable)

Right-of-Way Certification Form

Revised 2/22/11

Date: March 7, 2011

Project Name: PAVEMENT REHAB-INT(P)

Project #: 05-2807.00

Item #: _____

Letting Date: _____

County: BULLITT

Federal #: _____

This project has 0 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 0 total number of businesses to be relocated.

_____ Parcels where acquired by a signed fee simple deed and fair market value has been paid

_____ Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court

_____ Parcels have not been acquired at this time (*explain below for each parcel*)

_____ Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)

_____ Relocates have not been relocated from parcels _____, _____, _____, _____, _____, _____, and _____ (*explain below for each parcel*)

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

There are 0 billboards and/or 0 cemeteries involved on this project.

There are 0 water or monitoring wells on parcels _____, _____, _____, _____, and _____. All have been acquired and are the responsibility of the project contractor to close/cap.

Form Effective Date: April 1, 2006

Last Revised: February 22, 2011

APRIL 2011 LETTING

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

BULLITT COUNTY

IM 0655(105)

(NO CAPS INVOLVED IN PROJECT)

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	101.02 Abbreviations. Insert the following abbreviation and text into the section: KEPSC Kentucky Erosion Prevention and Sediment Control
SUBSECTION: REVISION:	101.03 Definitions. Replace the definition for Specifications – <i>Special Provisions</i> with the following: Additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to an individual project.
SUBSECTION: REVISION:	102.03 Contents of the Bid Proposal Form. Replace the first sentence of the first paragraph with the following: The Bid Proposal form will be available on the Department internet website (http://transportation.ky.gov/contract/). Delete the second paragraph. Delete the last paragraph.
SUBSECTION: REVISION:	102.04 Issuance of Bid Proposal Form. Replace Heading with the following: 102.04 Bidder Registration. Replace the first sentence of the first paragraph with the following: The Department reserves the right to disqualify or refuse to place a bidder on the eligible bidder’s list for a project for any of the following reasons: Replace the last sentence of the subsection with the following: The Department will resume placing the bidder on the eligible bidder’s list for projects after the bidder improves his operations to the satisfaction of the State Highway Engineer.
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: 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.

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SUBSECTION: REVISION:	<p>102.07.02 Computer Bidding. Replace the first paragraph with the following:</p> <p>Subsequent to registering for a specific project, use the Department's Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (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.</p> <p>Delete the second and third paragraph.</p>
SUBSECTION: REVISION:	<p>102.08 Irregular Bid Proposals. Delete the following from the first paragraph: 4) fails to submit a disk created from the Highway Bid Program.</p> <p>Replace the second paragraph with the following: The Department will consider Bid Proposals irregular and may reject them for the following reasons:</p> <ol style="list-style-type: none">1) 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; or2) 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; or3) any failure to comply with the provisions of Subsection 102.07; or4) 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:	<p>102.09 Bid Proposal Guaranty. Insert the following after the first sentence:</p> <p>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.</p>
SUBSECTION: REVISION:	<p>102.10 Delivery of Bid Proposals. Replace paragraph with the following:</p> <p>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.</p>
SUBSECTION: REVISION:	<p>102.11 Withdrawal or Revision of Bid Proposals. Replace the paragraph with the following:</p> <p>Bid Proposals can be withdrawn in accordance the requirements of the Bid Express Bidding Service prior to the time of the Letting.</p>

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SUBSECTION: REVISION:	<p>102.13 Public Opening of Bid Proposals. Replace Heading with the following: 102.13 Public Announcement of Bid Proposals.</p> <p>Replace the paragraph with the following: The Department will publicly announce all Bid Proposals at the time indicated in the Notice to Contractors.</p>
SUBSECTION: REVISION:	<p>103.02 Award of Contract. Replace the first sentence of the third paragraph with the following:</p> <p>The Department will normally award the Contract within 10 working days after the date of receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all bidders for a period not to exceed 60 calendar days for final disposition of award.</p>
SUBSECTION: REVISION:	<p>105.02 Plans and Working Drawings. Insert the following after the fourth paragraph:</p> <p>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.</p> <p>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.</p>
SUBSECTION: REVISION:	<p>105.03 Record Plans. Replace the section with the following:</p> <p>Record Plans are those reproductions of the original Plans on which the accepted Bid Proposal was based and, and signed by a duly authorized representative of the Department. The Department will make these plans available for inspection in the Central Office at least 24 hours prior to the time of opening bids and up to the time of letting of a project or projects. The quantities appearing on the Record Plans are the same as those on which Bid Proposals are received. The Department will use these Record Plans as the controlling plans in the prosecution of the Contract. The Department will not make any changes on Record Plans subsequent to their issue unless done so by an approved contract modification. The Department will make 2 sets of Record Plans for each project, and will maintain one on file in the Central Office and one of file in the District Office. The Department will furnish the Contractor with the following: 1 full size, 2 half size and an electronic file copy of the Record Plans at the Pre-Construction conference.</p>

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SUBSECTION: REVISION:	<p>105.12 Final Inspection and Acceptance of Work.</p> <p>Insert the following paragraphs after the first paragraph:</p> <p>Notify the Engineer when all electrical items are complete. A notice of the electrical work completion shall be made in writing to the Contractor. Electrical items will be inspected when the electrical work is complete and are not subject to waiting until the project as a whole has been completed. The Engineer will notify the Division of Traffic Operations within 3 days that all electrical items are complete and ready for a final inspection. A final inspection will be completed within 90 days after the Engineer notifies the Division of Traffic Operations of the electrical work completion.</p> <p>Energize all electrical items prior to notifying the Engineer that all electrical items are complete. Electrical items must remain operational until the Division of Traffic Operations has inspected and accepted the electrical portion of the project. Payment for the electrical service is the responsibility of the Contractor from the time the electrical items are energized until the Division of Traffic Operations has accepted the work.</p> <p>Complete all corrective work within 90 calendar days of receiving the original electrical inspection report. Notify the Engineer when all corrective work is complete. The Engineer will notify the Division of Traffic Operations that the corrective work has been completed and the project is ready for a follow-up inspection. Upon re-inspection, if additional corrective work is required, complete within the same 90 calendar day allowance. The Department will not include time between completion of the corrective work and the follow up electrical inspection(s). The 90 calendar day allowance is cumulative regardless of the number of follow-up electrical inspections required.</p> <p>The Department will assume responsibility for the electrical service on a project once the Division of Traffic Operations gives final acceptance of the electrical items on the project. The Department will also assume routine maintenance of those items. Any damage done to accepted electrical work items by other Contractors shall be the responsibility of the Prime Contractor. The Department will not be responsible for repairing damage done by other contractors during the construction of the remaining project.</p> <p>Failure to complete the electrical corrective work within the 90 calendar day allowance will result in penalties assessed to the project. Penalties will be assessed at ½ the rate of liquidated damages established for the contract.</p> <p>Replace the following in the second sentence of the second paragraph:</p> <p>Replace Section 213 with Section 212.</p> <p>Delete the fifth paragraph from the section.</p>
SUBSECTION: REVISION:	<p>105.13 Claim Resolution Process.</p> <p>Replace the last sentence of the 3. Bullet with the following:</p> <p>If the Contractor did not submit an as-bid schedule at the Pre-Construction Meeting or a written narrative in accordance with Subsection 108.02, the Cabinet will not consider the claim for delay.</p> <p>Delete the last paragraph from the section.</p>

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SUBSECTION: REVISION:	<p>106.04 Buy America Requirement. Replace the section with the following:</p> <p>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:</p> <ul style="list-style-type: none">• Coating,• Galvanizing,• Painting, and• Other coating that protects or enhances the value of steel or iron products. <p>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:</p> <ul style="list-style-type: none">• Pig iron,• Processed, pelletized, and reduced iron ore material, or• Processed alloys. <p>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.</p> <p>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.</p> <p>Use foreign materials only under the following conditions:</p> <ol style="list-style-type: none">1) When the materials are not permanently incorporated into the project; or2) 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. <p>The Contractor shall submit to the Engineer the origin and value of any foreign material used.</p>
SUBSECTION: REVISION:	<p>106.10 Field Welder Certification Requirements. Insert the following sentence before the first sentence of the first paragraph:</p> <p>All field welding must be performed by a certified welder unless otherwise noted.</p>
SUBSECTION: REVISION:	<p>108.02 Progress Schedule. Insert the following prior to the first paragraph:</p> <p>Specification 108.02 applies to all Cabinet projects except the following project types:</p> <ul style="list-style-type: none">• 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 <p>Insert the following paragraph after paragraph two:</p> <p>Working without the submittal of a Written Narrative is violation of this specification and additionally voids the Contractor’s right to delay claims.</p> <p>Insert the following paragraph after paragraph six:</p> <p>The submittal of bar chart or Critical Path Method schedule does not relieve the Contractor’s requirement to submit a Written Narrative schedule.</p>

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	<p>Insert the following at the beginning of the first paragraph of A) Written Narrative.:</p> <p>Submit the Written Narrative Schedule using form TC 63-50 available at the Division of Construction's website (http://www.transportation.ky.gov/construction/ResCenter/ResCenter.htm).</p> <p>Replace Part A) Written Narrative 1. And 2. with the following:</p> <ol style="list-style-type: none"> 1. Provide a description that includes how the Contractor will sequence and stage the work, how the Contractor plans to maintain and control traffic being specific and detailed, and what equipment and crew sizes are planned to execute the work. 2. Provide a list of project milestones including, if applicable, winter shut-downs, holidays, or special events. The Contractor shall describe how these milestones and other dates effect the prosecution of the work. Also, include start date and completion date milestones for the contract, each project if the contract entails multiple projects, each phase of work, site of work, or segment of work as divided in the project plans, proposal, or as subdivided by the Contractor.
SUBSECTION: REVISION:	<p>109.07.01 Liquid Asphalt.</p> <p>Add the following to the Adjustable Contract Items:</p> <ul style="list-style-type: none"> • Stone Matrix Asphalt for Base • Stone Matrix Asphalt for Surface
SUBSECTION: REVISION:	<p>110.01 Mobilization.</p> <p>Replace paragraph three with the following:</p> <p>Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposals that are in excess of this amount down to 5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for Mobilization is less than 5 percent, or the Department will award the Contract for the adjusted bid amount of 5 percent when the amount bid for Mobilization is greater than 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.</p>
SUBSECTION: REVISION:	<p>110.02 Demobilization.</p> <p>Replace the third paragraph with the following:</p> <p>Bid an amount for Demobilization that is a minimum of \$1,000 or 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposal that is less than this amount up to \$1,000 or 1.5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the Department will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than the minimum of \$1,000 or less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.</p>
SUBSECTION: REVISION:	<p>110.04 Payment.</p> <p>Insert the following paragraph following the demobilization payment schedule (4th paragraph):</p> <p>The Department will withhold an amount equal to \$1,000 for demobilization, regardless of the schedule listed above. The \$1,000 withheld for demobilization will be paid when the final estimate is paid.</p>

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SUBSECTION: REVISION:	<p>112.03.01 General Traffic Control. Replace paragraph three with the following:</p> <p>All flaggers shall be trained in current MUTCD flagging procedures. Proof of training must be available for review at the Department’s request. Flagging credentials must be current within the last 5 years.</p>
SUBSECTION: PART: REVISION:	<p>112.03.11 Temporary Pavement Markings. B) Placement and Removal of Temporary Striping. Replace the 2nd sentence of the first paragraph with the following:</p> <p>On interstates and parkways, and other roadways approved by the State Highway Engineer, install pavement striping that is 6 inches in width.</p>
SUBSECTION: REVISION:	<p>112.03.12 Project Traffic Coordinator (PTC). Add the following at the end of the subsection:</p> <p>After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.</p>
SUBSECTION: REVISION:	<p>112.03.15 Non-Compliance of Maintain and Control of Traffic. Add the following section:</p> <p>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.</p> <p>Unless specified elsewhere in the contract, a penalty will be assessed in the event of non-compliance with Maintain and Control of Traffic requirements. These penalties will be assessed when the Contractor fails to correct a situation or condition of non-compliance with the contract traffic control requirements after being notified by the Engineer. The calculation of accrued penalties for non-compliance will be based upon the date/time of notification by the Engineer.</p> <p>The amount of the penalty assessed for non-compliance will be determined based upon the work zone duration, as defined by the MUTCD, and will be the greatest of the different calculation methods indicated below:</p> <p>A) Long-term stationary work that occupies a location more than 3 days.</p> <p>Correct the non-compliant issue within 24 hours from initial notification by the Engineer. If the issue is not corrected within 24 hours from the initial notification, a penalty for non-compliance will be assessed on a daily basis beginning from the initial notification of non-compliance. The Contractor will be assessed a \$1,000 daily penalty or the amount equal to the contract liquidated damages in Section 108.09, whichever of the 2 is greater. The penalty for non-compliance will escalate as follows for continued non-compliance after the initial notification.</p> <p>3 Days after Notification \$1,500 daily penalty or 1.5 times the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.</p> <p>7 Days after Notification \$2,000 daily penalty or double the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.</p>

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	<p>B) Intermediate-term stationary work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour.</p> <p>Correct the non-compliant issue within 4 hours from initial notification by the Engineer. If the issue is not corrected within 4 hours from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at \$200 per hour.</p> <p>C) Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.</p> <p>Correct the non-compliant issue within 1 hour from initial notification by the Engineer. If the issue is not corrected within 1 hour from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at \$200 per hour.</p> <p>If the Contractor remains in violation of the Maintain and Control of Traffic requirements, or if the Department determines it to be in the public’s interest, work will be suspended in accordance with Section 108.08 until the deficiencies are corrected. The Department reserves the right to correct deficiencies by any means available and charge the Contractor for labor, equipment, and material costs incurred in emergency situations.</p>
SUBSECTION: REVISION:	<p>206.03.02 Embankment</p> <p>Replace the last paragraph with the following:</p> <p>When rock roadbed is specified, construct the upper 2 feet of the embankment according to Subsection 204.03.09 A).</p>
SUBSECTION: REVISION:	<p>213.03.03 Inspection and Maintenance.</p> <p>Replace the last sentence of the second paragraph with the following:</p> <p>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.</p> <p>Insert the following paragraph after the second paragraph:</p> <p>When the Contractor is required to obtain the KPDES permit, it is their responsibility to ensure compliance with the inspection and maintenance requirements of the permit. The Engineer will perform verification inspections a minimum of once per month and within 7 days of a ½ inch or greater rainfall event. The Engineer will document these inspections using Form TC 63-61 A. The Engineer will provide copies of the inspection only when improvements to the BMP’s are required. Verification inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit. Initiate corrective action within 24 hours of any noted deficiency and complete the work within 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.</p>

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SUBSECTION: PART: REVISION:	213.03.05 Temporary Control Measures. E) Temporary Seeding and Protection. 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 (<i>Setaria italica</i>), when performing temporary seeding during the months of June through August. During the months of September through February, apply Winter Wheat or Rye Grain at a rate of 100 pounds per acre. Obtain the Engineer's approval prior to the application of the seed mixture.
SUBSECTION: PART: REVISION:	213.03.05 Temporary Control Measures. F) Temporary Mulch. 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: REVISION:	303.05 Payment. 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: PART: REVISION:	401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control. 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: REVISION:	401.02.04 Special Requirements for Dryer Drum Plants. 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: <ol style="list-style-type: none">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: REVISION:	401.03.01 Preparation of Mixtures. Replace the last sentence of the second paragraph with the following: Do not use asphalt binder while it is foaming in a storage tank.

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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: <table><tr><th colspan="4">MIXING AND LAYING TEMPERATURES (°F)</th></tr><tr><th colspan="2">Material</th><th>Minimum</th><th>Maximum</th></tr><tr><td colspan="2">Aggregates</td><td>240</td><td>330</td></tr><tr><td colspan="2">Aggregates used with Recycled Asphalt Pavement (RAP)</td><td>240</td><td>—</td></tr><tr><td rowspan="2">Asphalt Binders</td><td>PG 64-22</td><td>230</td><td>330</td></tr><tr><td>PG 76-22</td><td>285</td><td>350</td></tr><tr><td rowspan="4">Asphalt Mixtures at Plant (Measured in Truck)</td><td>PG 64-22 HMA</td><td>250</td><td>330</td></tr><tr><td>PG 76-22 HMA</td><td>310</td><td>350</td></tr><tr><td>PG 64-22 WMA</td><td>230</td><td>275</td></tr><tr><td>PG 76-22 WMA</td><td>250</td><td>300</td></tr><tr><td rowspan="4">Asphalt Mixtures at Project (Measured in Truck When Discharging)</td><td>PG 64-22 HMA</td><td>230</td><td>330</td></tr><tr><td>PG 76-22 HMA</td><td>300</td><td>350</td></tr><tr><td>PG 64-22 WMA</td><td>210</td><td>275</td></tr><tr><td>PG 76-22 WMA</td><td>240</td><td>300</td></tr></table>	MIXING AND LAYING TEMPERATURES (°F)				Material		Minimum	Maximum	Aggregates		240	330	Aggregates used with Recycled Asphalt Pavement (RAP)		240	—	Asphalt Binders	PG 64-22	230	330	PG 76-22	285	350	Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330	PG 76-22 HMA	310	350	PG 64-22 WMA	230	275	PG 76-22 WMA	250	300	Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330	PG 76-22 HMA	300	350	PG 64-22 WMA	210	275	PG 76-22 WMA	240	300
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	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: 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 subplot and average the subplot pay values to determine the pay value for a given property for each lot. The Department will apply the Lot Pay Adjustment for each lot to a defined unit price of \$50.00 per ton. The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.																																																	

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SUBSECTION: PART: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. C) Conventional and RAP Mixtures Placed on Shoulders. Replace Title and Text with the following: C) HMA, WMA and RAP Mixtures Placed on Shoulders or Placed as Asphalt Pavement Wedge. 1) 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: PART: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Replace the title with the following: 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: REVISION:	402.05.02 Asphalt Mixtures for Temporary Pavement. E) Asphalt Mixtures for Temporary Pavement. Replace E) Asphalt Mixtures for Temporary Pavement with the following: D) Asphalt Mixtures for Temporary Pavement.												
SUBSECTION: PART: TABLES: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures VMA Replace the VMA table with the following: <table><tr><th colspan="2">VMA</th></tr><tr><th>Pay Value</th><th>Deviation From Minimum</th></tr><tr><td>1.00</td><td>≥ min. VMA</td></tr><tr><td>0.95</td><td>0.1-0.5 below min.</td></tr><tr><td>0.90</td><td>0.6-1.0 below min.</td></tr><tr><td>(1)</td><td>> 1.0 below min.</td></tr></table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.
VMA													
Pay Value	Deviation From Minimum												
1.00	≥ min. VMA												
0.95	0.1-0.5 below min.												
0.90	0.6-1.0 below min.												
(1)	> 1.0 below min.												
SUBSECTION: PART: TABLES: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures VMA Replace the VMA table with the following: <table><tr><th colspan="2">VMA</th></tr><tr><th>Pay Value</th><th>Deviation From Minimum</th></tr><tr><td>1.00</td><td>≥ min. VMA</td></tr><tr><td>0.95</td><td>0.1-0.5 below min.</td></tr><tr><td>0.90</td><td>0.6-1.0 below min.</td></tr><tr><td>(1)</td><td>> 1.0 below min.</td></tr></table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.
VMA													
Pay Value	Deviation From Minimum												
1.00	≥ min. VMA												
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(1)	> 1.0 below min.												

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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: <div><table><tr><th colspan="2">VMA</th></tr><tr><th>Pay Value</th><th>Deviation From Minimum</th></tr><tr><td>1.00</td><td>≥min. VMA</td></tr><tr><td>0.95</td><td>0□1-0.5 below min.</td></tr><tr><td>0.9</td><td>0.6-1.0 below min.</td></tr><tr><td>(2)</td><td>> 1.0 below min.</td></tr></table></div>	VMA		Pay Value	Deviation From Minimum	1.00	≥min. VMA	0.95	0□1-0.5 below min.	0.9	0.6-1.0 below min.	(2)	> 1.0 below min.													
VMA																										
Pay Value	Deviation From Minimum																									
1.00	≥min. VMA																									
0.95	0□1-0.5 below min.																									
0.9	0.6-1.0 below min.																									
(2)	> 1.0 below 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: <div><table><tr><th colspan="2"></th><th colspan="3">Number of Gyrations</th></tr><tr><th>Class</th><th>ESAL's (millions)</th><th>N_{initial}</th><th>N_{design}</th><th>N_{max}</th></tr><tr><td>2</td><td>< 3.0</td><td>6</td><td>50</td><td>75</td></tr><tr><td>3</td><td>3.0 to < 30.0</td><td>7</td><td>75</td><td>115</td></tr><tr><td>4</td><td>≥ 30.0</td><td>8</td><td>100</td><td>160</td></tr></table></div>			Number of Gyrations			Class	ESAL's (millions)	N _{initial}	N _{design}	N _{max}	2	< 3.0	6	50	75	3	3.0 to < 30.0	7	75	115	4	≥ 30.0	8	100	160
		Number of Gyrations																								
Class	ESAL's (millions)	N _{initial}	N _{design}	N _{max}																						
2	< 3.0	6	50	75																						
3	3.0 to < 30.0	7	75	115																						
4	≥ 30.0	8	100	160																						
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: PART: REVISION:	403.03.09 Leveling and Wedging, and Scratch Course. B) Scratch Course. Replace the second 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: REVISION:	407.01 DESCRIPTION. Replace the first sentence of the paragraph with the following: Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.																									
SUBSECTION: REVISION:	409.01 DESCRIPTION. Replace the first sentence of the paragraph with the following: Use reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) provided mixture requirements are satisfied.																									
SUBSECTION: REVISION:	410.01 DESCRIPTION. Delete the second sentence of the paragraph.																									

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SUBSECTION: REVISION:	410.03.01 Corrective Work. Replace the last sentence of the paragraph with the following: Provide a final surface comparable to the adjacent pavement that does not require corrective work in respect to texture, appearance, and skid resistance.														
SUBSECTION: PART: NUMBER: REVISION:	410.03.02 Ride Quality. B) Requirements. 1) Category A. Replace the last sentence of the first paragraph with the following: At the Department’s discretion, a pay deduction of \$1200 per 0.1-lane-mile section may be applied in lieu of corrective work.														
SUBSECTION: PART: NUMBER: REVISION:	410.03.02 Ride Quality. B) Requirements. 2) Category B. Replace the second and third sentence of the first paragraph with the following: When the IRI is greater than 90 for a 0.1-mile section, perform corrective work, or remove and replace the pavement to achieve the specified IRI. At the Department’s discretion, a pay deduction of \$750 per 0.1-lane-mile section may be applied in lieu of corrective work.														
SUBSECTION: REVISION:	410.05 PAYMENT. Add the following sentence to the end of the first paragraph: The sum of the pay value adjustments for ride quality shall not exceed \$0 for the project as a whole.														
SUBSECTION: REVISION:	413.05.02 CL3 SMA BASE 1.00D PG76-22. Insert the following sentence between the first and second sentence of the first paragraph: The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.														
SUBSECTION: TABLE: REVISION:	413.05.02 CL3 SMA BASE 1.00D PG 76-22. JOINT DENSITY TABLE Replace the joint density table with the following: <table><tr><th colspan="2">LANE DENSITY</th></tr><tr><th>Pay Value</th><th>Test Result (%)</th></tr><tr><td>1.05</td><td>95.0-96.5</td></tr><tr><td>1.00</td><td>93.0-94.9</td></tr><tr><td>0.95</td><td>92.0-92.9 or 96.6-97.0</td></tr><tr><td>0.90</td><td>91.0-91.9 or 97.1-97.5</td></tr><tr><td>(1)</td><td>< 91.0 or > 97.5</td></tr></table>	LANE DENSITY		Pay Value	Test Result (%)	1.05	95.0-96.5	1.00	93.0-94.9	0.95	92.0-92.9 or 96.6-97.0	0.90	91.0-91.9 or 97.1-97.5	(1)	< 91.0 or > 97.5
LANE DENSITY															
Pay Value	Test Result (%)														
1.05	95.0-96.5														
1.00	93.0-94.9														
0.95	92.0-92.9 or 96.6-97.0														
0.90	91.0-91.9 or 97.1-97.5														
(1)	< 91.0 or > 97.5														
SUBSECTION: REVISION:	413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. Insert the following sentence between the first and second sentence of the first paragraph: 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 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. JOINT DENSITY TABLE Replace the joint density table with the following: <table><tr><th colspan="3">DENSITY</th></tr><tr><th>Pay Value</th><th>Lane Density Test Result (%)</th><th>Joint Density Test Result (%)</th></tr><tr><td>1.05</td><td>95.0-96.5</td><td>92.0-96.0</td></tr><tr><td>1.00</td><td>93.0-94.9</td><td>90.0-91.9</td></tr><tr><td>0.95</td><td>92.0-92.9 or 96.6-97.0</td><td>89.0-89.9 or 96.1-96.5</td></tr><tr><td>0.90</td><td>91.0-91.9 or 97.1-97.5</td><td>88.0-88.9 or 96.6-97.0</td></tr><tr><td>0.75</td><td>----</td><td>< 88.0 or > 97.0</td></tr><tr><td>(1)</td><td>< 91.0 or > 97.5</td><td>----</td></tr></table>	DENSITY			Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	1.05	95.0-96.5	92.0-96.0	1.00	93.0-94.9	90.0-91.9	0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	0.75	----	< 88.0 or > 97.0	(1)	< 91.0 or > 97.5	----
DENSITY																									
Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)																							
1.05	95.0-96.5	92.0-96.0																							
1.00	93.0-94.9	90.0-91.9																							
0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5																							
0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0																							
0.75	----	< 88.0 or > 97.0																							
(1)	< 91.0 or > 97.5	----																							
SUBSECTION: REVISION:	501.05.02 Ride Quality. Add the following sentence to the end of the first paragraph: The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.																								
SUBSECTION: REVISION:	505.03.04 Detectable Warnings. Replace the first sentence with the following: Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.																								
SUBSECTION: REVISION:	505.04.04 Detectable Warnings. Replace the paragraph with the following: The Department will measure the quantity in square feet. All retrofit applications for maintenance projects will require the removal of existing sidewalks to meet the requirements of the standard drawings applicable to the project. The cost associated with the removal of the existing sidewalk will be incidental to the detectable warnings bid item or incidental to the bid item for the construction of the concrete sidewalk unless otherwise noted.																								
SUBSECTION: REVISION:	505.05 PAYMENT. Add the following to the bid item table: <table><tr><td><u>Code</u></td><td><u>Pay Item</u></td><td><u>Pay Unit</u></td></tr><tr><td>23158ES505</td><td>Detectable Warnings</td><td>Square Foot</td></tr></table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23158ES505	Detectable Warnings	Square Foot																		
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>																							
23158ES505	Detectable Warnings	Square Foot																							
SUBSECTION: REVISION:	509.01 DESCRIPTION. Replace the second paragraph with 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.)																								

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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: PART: REVISION:	601.03.02 Concrete Producer Responsibilities. B) Certified Personnel. 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: PART: REVISION:	601.03.02 Concrete Producer Responsibilities. C) Quality Control. 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: PART: REVISION:	601.03.02 Concrete Producer Responsibilities. D) Producer Testing. 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: PART: REVISION:	601.03.02 Concrete Producer Responsibilities. 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: PART: NUMBER: REVISION:	601.03.03 Proportioning and Requirements. C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures 2) Mineral Admixtures. 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.

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SUBSECTION: PART: NUMBER: LETTER: REVISION:	601.03.03 Proportioning and Requirements. C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures 2) Mineral Admixtures. a) Fly Ash. Delete the last sentence of the third paragraph.
SUBSECTION: PART: NUMBER: LETTER: REVISION:	601.03.03 Proportioning and Requirements. C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures 2) Mineral Admixtures. b) Ground Granulated Blast Furnace Slag (GGBF Slag). Delete the second sentence of the third paragraph.
SUBSECTION: PART: REVISION:	601.03.03 Proportioning and Requirements. E) Measuring. Add the following sentence: Conform to the individual ingredient material batching tolerances in Appendix A.
SUBSECTION: PART: REVISION:	601.03.09 Placing Concrete. A) General. 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.
SUBSECTION: REVISION:	605.02.05 Forms. Delete the last sentence.
SUBSECTION: REVISION:	605.03.04 Tack Welding. Replace with the following: The Department does not allow tack welding.
SUBSECTION: REVISION:	606.02.11 Coarse Aggregate. Replace with the following: Conform to Section 805, size No. 8 or 9-M.
SUBSECTION: PART: REVISION:	609.03.04 Expansion and Fixed Joints. D) Preformed Neoprene Joint Seals. 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 determine and install the length of seal required for the joint to barrier wall as per the standard drawing.
SUBSECTION: REVISION:	609.03.09 Finish with Burlap Drag. Delete the entire section.
SUBSECTION: REVISION:	609.04.06 Joint Sealing. Replace Subsection 601.04 with the following: Subsection 606.04.08.

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SUBSECTION: REVISION:	<p>609.05 Payment. Replace the Pay Unit for Joint Sealing with the following:</p> <p>See Subsection 606.05.</p>
SUBSECTION: REVISION:	<p>701.03.06 Initial Backfill. Replace the first sentence of the last paragraph with the following:</p> <p>When the Contract specifies, perform quality control testing to verify compaction according to KM 64-512.</p>
SUBSECTION: REVISION:	<p>701.03.08 Testing of Pipe. Replace and rename the subsection with the following:</p> <p>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.</p> <p>Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible.</p> <p>Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114.</p> <p>Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Engineer addressing the severity of the deflection, structural integrity, environmental conditions, design service life, and an evaluation of the factor of safety using Section 12, "Buried Structures and Tunnel Liners," of the AASHTO LRFD Bridge Design Specifications. Based on the evaluation, the Department may allow the pipe to remain in place at a reduced unit price as shown in the table below. Provide 5 business days for the Department to review the evaluation. When the pipe shows deflection of 10 percent or greater, remove and replace the pipe. When the camera/video or laser inspection results are called into question, the Department may require direct measurements or mandrel testing.</p> <p>The Cabinet may elect to conduct Quality Assurance verifications of any pipe inspections.</p>
SUBSECTION: REVISION:	<p>701.04.07 Testing. Replace and rename the subsection with the following:</p> <p>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.</p>

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SUBSECTION: REVISION:	701.05 PAYMENT. Add the following pay item to the list of pay items: <table><tr><td>Code</td><td>Pay Item</td><td>Pay Unit</td></tr><tr><td>23131ER701</td><td>Pipeline Video Inspection</td><td>Linear Foot</td></tr></table>	Code	Pay Item	Pay Unit	23131ER701	Pipeline Video Inspection	Linear Foot						
Code	Pay Item	Pay Unit											
23131ER701	Pipeline Video Inspection	Linear Foot											
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY CAMERA TESTING Replace this table with the following table and note: <table><tr><th colspan="2">PIPE DEFLECTION</th></tr><tr><th>Amount of Deflection (%)</th><th>Payment</th></tr><tr><td>0.0 to 5.0</td><td>100% of the Unit Bid Price</td></tr><tr><td>5.1 to 9.9</td><td>50% of the Unit Bid Price ⁽¹⁾</td></tr><tr><td>10 or greater</td><td>Remove and Replace</td></tr></table> <i>(1) Provide Structural Analysis as indicated above. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price.</i>	PIPE DEFLECTION		Amount of Deflection (%)	Payment	0.0 to 5.0	100% of the Unit Bid Price	5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾	10 or greater	Remove and Replace		
PIPE DEFLECTION													
Amount of Deflection (%)	Payment												
0.0 to 5.0	100% of the Unit Bid Price												
5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾												
10 or greater	Remove and Replace												
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY MANDREL TESTING Delete this table.												
SUBSECTION: REVISION:	713.02.01 Paint. Replace with the following: Conform to Section 842 and Section 846.												
SUBSECTION: REVISION:	713.03 CONSTRUCTION. Replace the first sentence of the second paragraph with the following: On interstates and parkways, and other routes approved by the State Highway Engineer, install pavement striping that is 6 inches in width.												
SUBSECTION: REVISION:	713.03.03 Paint Application. Replace the second paragraph with the following table: <table><tr><th>Material</th><th>Paint Application Rate</th><th>Glass Beads Application Rate</th></tr><tr><td>4 inch waterborne paint</td><td>Min. of 16.5 gallons/mile</td><td>Min. of 6 pounds/gallon</td></tr><tr><td>6 inch waterborne paint</td><td>Min. of 24.8 gallons/mile</td><td>Min. of 6 pounds/gallon</td></tr><tr><td>6 inch durable waterborne paint</td><td>Min. of 36 gallons/mile</td><td>Min. of 6 pounds/gallon</td></tr></table>	Material	Paint Application Rate	Glass Beads Application Rate	4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon	6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon	6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon
Material	Paint Application Rate	Glass Beads Application Rate											
4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon											
6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon											
6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon											
SUBSECTION: REVISION:	713.03.04 Marking Removal. Replace the last sentence of the paragraph with the following: Vacuum all marking material and removal debris concurrently with the marking removal operation.												
SUBSECTION: REVISION:	713.05 PAYMENT. Insert the following codes and pay items below the Pavement Striping – Permanent Paint: <table><tr><td>Code</td><td>Pay Item</td><td>Pay Unit</td></tr><tr><td>23159EN</td><td>Durable Waterborne Marking – 6 IN W</td><td>Linear Foot</td></tr><tr><td>23160EN</td><td>Durable Waterborne Marking – 6 IN Y</td><td>Linear Foot</td></tr></table>	Code	Pay Item	Pay Unit	23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot	23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot			
Code	Pay Item	Pay Unit											
23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot											
23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot											

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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: REVISION:	716.02.01 Roadway Lighting Materials. 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: 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: 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.

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SUBSECTION: PART: REVISION:	717.03.05 Proving Period. A) Requirements. Insert the following to this section: 2) Type I Tape. During the proving period, ensure that the pavement marking material shows no signs of failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, drippings, chipping, spalling, poor adhesion to the pavement, loss of retroreflectivity, vehicular damage, and normal wear. Type I Tape is manufactured off site and warranted by the manufacturer to meet certain retroreflective requirements. As long as the material is adequately bonded to the surface and shows no signs of failure due to the other items listed in Subsection 714.03.06 A) 1), retroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation.																																							
SUBSECTION: REVISION:	717.03.06 Marking Removal. Replace the third sentence of the paragraph with the following: Vacuum all marking material and removal debris concurrently with the marking removal operation.																																							
SUBSECTION: REVISION:	717.05 PAYMENT. Insert the following bid item codes: <table><tr><td><u>Code</u></td><td><u>Pay Unit</u></td><td><u>Pay Item</u></td></tr><tr><td>06563</td><td>Pave Marking – R/R X Bucks 16 IN</td><td>Linear Foot</td></tr><tr><td>20782NS714</td><td>Pave Marking Thermo – Bike</td><td>Each</td></tr><tr><td>23251ES717, 23264ES717</td><td>Pave Mark TY I Tape X-Walk, Size</td><td>Linear Foot</td></tr><tr><td>23252ES717, 23265ES717</td><td>Pave Mark TY I Tape Stop Bar, Size</td><td>Linear Foot</td></tr><tr><td>23253ES717</td><td>Pave Mark TY I Tape Cross Hatch</td><td>Square Foot</td></tr><tr><td>23254ES717</td><td>Pave Mark TY I Tape Dotted Lane Extension</td><td>Linear Foot</td></tr><tr><td>23255ES717</td><td>Pave Mark TY I Tape Arrow, Type</td><td>Each</td></tr><tr><td>23268ES717-23270ES717</td><td></td><td></td></tr><tr><td>23256ES717</td><td>Pave Mark TY I Tape- ONLY</td><td>Each</td></tr><tr><td>23257ES717</td><td>Pave Mark TY I Tape- SCHOOL</td><td>Each</td></tr><tr><td>23266ES717</td><td>Pave Mark TY 1 Tape R/R X Bucks-16 IN</td><td>Linear Foot</td></tr><tr><td>23267ES717</td><td>Pave Mark TY 1 Tape-Bike</td><td>Each</td></tr></table>	<u>Code</u>	<u>Pay Unit</u>	<u>Pay Item</u>	06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot	20782NS714	Pave Marking Thermo – Bike	Each	23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot	23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot	23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot	23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot	23255ES717	Pave Mark TY I Tape Arrow, Type	Each	23268ES717-23270ES717			23256ES717	Pave Mark TY I Tape- ONLY	Each	23257ES717	Pave Mark TY I Tape- SCHOOL	Each	23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot	23267ES717	Pave Mark TY 1 Tape-Bike	Each
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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:	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 supportive ASTM C 1038 14-day expansion test data for the supplied SO ₃ content on the certification.																																							

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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. Replace the “AASHTO T 160” reference in first sentence of the third paragraph with “KM 64-629”
SUBSECTION: TABLE: PART: REVISION:	805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE. AGGREGATE SIZE USE Cement Concrete Structures and Incidental Construction Replace “9-M for Waterproofing Overlays” with “8 or 9-M for Waterproofing Overlays”

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

SIZES OF COARSE AGGREGATES																	
		AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT															
	Sieve																
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 1/2 inch					100	90-100	20-55	0-15		0-5						
467	1 1/2 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 ⁽²⁾	3/4 inch							100	70-100		50-80	30-65			10-40		4-13
CRUSHED STONE BASE ⁽²⁾	1 1/2 inch				100		90-100		60-95		30-70	15-55			5-20		0-8

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

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SUBSECTION: REVISION:	805.16 SAMPLING AND TESTING. Replace the “AASHTO T 160” method with the “KM 64-629” method for the Concrete Beam Expansion Test. Replace the “ASTM D 3042” method with the “KM 64-625” method for Insoluble Residue.					
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:	823.02 LIQUID MEMBRANE FORMING COMPOUNDS. Add the following: Effective July 1, 2011, to remain on or be added to the Department’s approved list, products must have completed testing or been submitted for testing through the National Transportation Product Evaluation Program (NTPEP) for Concrete Curing Compounds.					
SUBSECTION: REVISION:	837.03 APPROVAL. Replace the last sentence with the following: The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.					
SUBSECTION: REVISION:	837.03.01 Composition. COMPOSITION Table: Replace <table><tr><td>Lead Chromate</td><td>0.0 max.</td><td>4.0 min.</td></tr></table> with <table><tr><td>Heavy Metals Content</td><td>Comply with 40 CFR 261</td></tr></table>	Lead Chromate	0.0 max.	4.0 min.	Heavy Metals Content	Comply with 40 CFR 261
Lead Chromate	0.0 max.	4.0 min.				
Heavy Metals Content	Comply with 40 CFR 261					
SUBSECTION: TABLE: REVISION:	842.02 APPROVAL. PAINT COMPOSITION Revise the following in the table: Replace the 2.0ΔE* values in the table with 4.0ΔE* for both Yellow and White Paint on both the Daytime and Nighttime Color Spectrophotometer.					
SECTION: REVISION:	DIVISION 800 MATERIAL DETAILS Add the following section in Division 800 SECTION 846 – DURABLE WATERBORNE PAINT 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					

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	<p>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.</p> <p>The non-volatile portion of the vehicle shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.</p>																																													
	<table><tr><th colspan="3">PAINT COMPOSITION</th></tr><tr><th>Property and Test Method</th><th>Yellow</th><th>White</th></tr><tr><td>Daytime Color (CIELAB) Spectrophotometer using illuminant D65 at 45° illumination and 0° viewing with a 2° observer</td><td>L* 81.76 a* 19.79 b* 89.89 Maximum allowable variation 4.0ΔE*</td><td>L* 93.51 a* -1.01 b* 0.70 Maximum allowable variation 4.0ΔE*</td></tr><tr><td>Nighttime Color (CIELAB) Spectrophotometer using illuminant A at 45° illumination and 0° viewing with a 2° observer</td><td>L* 86.90 a* 24.80 b* 95.45 Maximum allowable variation 4.0ΔE*</td><td>L* 93.45 a* -0.79 b* 0.43 Maximum allowable variation 4.0ΔE*</td></tr><tr><td>Heavy Metals Content</td><td>Comply with 40 CFR 261</td><td>Comply with 40 CFR 261</td></tr><tr><td>Titanium Dioxide ASTM D 4764</td><td>NA</td><td>10% by weight of pigment min.</td></tr><tr><td>VOC ASTM D 2369 and D 4017</td><td>1.25 lb/gal max.</td><td>1.25 l/gal max.</td></tr><tr><td>Contrast Ratio (at 15 mils wft)</td><td>0.97</td><td>0.99</td></tr></table> <p>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.</p> <p>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.</p> <table><tr><th colspan="7">DURABLE WATERBORNE PAVEMENT STRIPING PAINT REDUCTION SCHEDULE</th></tr><tr><th>Non-conforming Property</th><th>Resin</th><th>Color</th><th>Contrast</th><th>TiO₂</th><th>VOC</th><th>Heavy Metals Content</th></tr><tr><td>Reduction Rate</td><td>60%</td><td>10%</td><td>10%</td><td>10%</td><td>60%</td><td>60%</td></tr></table>	PAINT COMPOSITION			Property and Test Method	Yellow	White	Daytime Color (CIELAB) Spectrophotometer using illuminant D65 at 45° illumination and 0° viewing with a 2° observer	L* 81.76 a* 19.79 b* 89.89 Maximum allowable variation 4.0ΔE*	L* 93.51 a* -1.01 b* 0.70 Maximum allowable variation 4.0ΔE*	Nighttime Color (CIELAB) Spectrophotometer using illuminant A at 45° illumination and 0° viewing with a 2° observer	L* 86.90 a* 24.80 b* 95.45 Maximum allowable variation 4.0ΔE*	L* 93.45 a* -0.79 b* 0.43 Maximum allowable variation 4.0ΔE*	Heavy Metals Content	Comply with 40 CFR 261	Comply with 40 CFR 261	Titanium Dioxide ASTM D 4764	NA	10% by weight of pigment min.	VOC ASTM D 2369 and D 4017	1.25 lb/gal max.	1.25 l/gal max.	Contrast Ratio (at 15 mils wft)	0.97	0.99	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%
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APPENDIX A: PART: REVISION:	TABLUTION OF CONSTRUCTION TOLERANCES. 601.03.03 Replace with the following: Concrete accuracy of individual ingredient material for each batch. ± 2.0% for aggregates ± 1.0% for water ± 1.0% for cement in batches of 4 cubic yards or greater ± 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 ± 3.0% for admixtures
APPENDIX A: PART: REVISION:	TABLUTION OF CONSTRUCTION TOLERANCES. 601.03.03 C) 2) Delete

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

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

*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

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

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

2.4 Power.

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

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

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

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

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

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

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

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

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

January 5, 2010

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SPECIAL NOTE FOR MATERIAL TRANSFER VEHICLE

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

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

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

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

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

4.0 MEASUREMENT.

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

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

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

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

March 12, 2008

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

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

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
- Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

- (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)
1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:
- "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

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

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

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

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

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

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

6. **Training and Promotion:**

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

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

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin,

age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

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

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

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

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

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

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

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

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

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

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

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

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

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each 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 provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

* * * * *

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 or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

General Decision Number: KY100211 03/25/2011 KY211

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford 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).

Modification Number	Publication Date
0	10/22/2010
1	11/05/2010
2	12/03/2010
3	12/17/2010
4	12/31/2010
5	01/28/2011
6	03/25/2011

BRIN0004-003 04/01/2010

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 27.47	12.53

BRKY0001-005 06/01/2009

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

* BRKY0002-006 11/01/2010

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.44	10.01

BRKY0007-004 06/01/2009

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.82	15.30

BRKY0017-004 06/01/2009

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

CARP0064-001 07/01/2010

	Rates	Fringes
CARPENTER.....	\$ 25.45	12.21
Diver.....	\$ 37.64	10.23
PILEDRIVERMAN.....	\$ 25.09	10.23

ELEC0212-008 05/31/2010

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.11	14.34

ELEC0212-014 01/01/2006

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 20.45	6.95

ELEC0317-012 06/01/2010

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 31.87	19.58

ELEC0369-007 05/26/2010

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.27	13.08

ELEC0575-002 12/01/2009		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.79	11.88

ENGI0181-018 07/01/2010		

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 25.35	13.00
GROUP 2.....	\$ 22.93	13.00
GROUP 3.....	\$ 23.31	13.00
GROUP 4.....	\$ 22.67	13.00

OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman;

Throttle Valve Person; Tractair & Road Widening Trencher;
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;
Welding Machine; Well Points; & Whirley Oiler

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID
10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2009

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax,
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
Murphysville, Ripley, Sardis, Shannon, South Ripley &
Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
Ellisville, Headquarters, Henryville, Morningglory, Myers &
Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle,
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford,
Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 23.55	16.72
Structural.....	\$ 26.17	16.72

IRON0070-006 06/01/2010

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN,

GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON,
MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE, WASHINGTON & WOODFORD
BOURBON (Southern two-thirds, including Townships of Austerlity,
Centerville, Clintonville, Elizabeth, Hutchison, Littlerock,
North Middletown & Paris);
CARROLL (Western two-thirds, including Townships of Carrollton,
Easterday, English, Locust, Louis, Prestonville & Worthville);
CLARK (Western two-thirds, including Townships of Becknerville,
Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
OWEN (Eastern eighth, including Townships of Glenmary, Gratz,
Monterey, Perry Park & Tacketts Mill);
SCOTT (Southern third, including Townships of Georgetown, Great
Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 24.99	17.98

IRON0372-006 06/01/2010		

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, Excluding Townships of Beechburg, Colfax,
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
Murphysville, Ripley, Sardis, Shannon, South Ripley &
Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
Ellisville, Headquarters, Henryville, Morningglory, Myers &
Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle,
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers
Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING Beyond 30-mile radius of Hamilton County, Ohio Courthouse.....	\$ 26.55	17.10
Up to & including 30-mile radius of Hamilton County, Ohio Courthouse.....	\$ 26.30	17.10

IRON0769-007 06/01/2010		

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
CLARK (Eastern third, including townships of Bloomingdale,
Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
FLEMING (Townships of Beechburg, Colfax, Elizaville,
Flemingsburg, Flemingsburg Junction, Foxport, Grange City,
Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton,
Pecksridge, Plummerville, Plummerville Mill, Poplar Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Eastern third, including Townships of Helena, Marshall,
Orangeburg, Plumville & Springdale);
NICHOLAS (Eastern eighth, including the Township of Moorefield
Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 29.59	17.77
ZONE 2.....	\$ 29.99	17.77
ZONE 3.....	\$ 31.59	17.77

ZONE 1 - Up to 10 mi. radius of union hall, Ashland, Ky.,
1643 Greenup Avenue
ZONE 2 - 10 to 50 mi. radius of union hall;
ZONE 3 - 50 mi. radius and beyond

* LABO0189-003 07/01/2010

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT,
FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON,
JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.61	10.35
GROUP 2.....	\$ 20.86	10.35
GROUP 3.....	\$ 20.91	10.35
GROUP 4.....	\$ 21.51	10.35

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;

Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

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

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

* LABO0189-008 07/01/2010

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.91	10.05
GROUP 2.....	\$ 21.16	10.05
GROUP 3.....	\$ 21.21	10.05
GROUP 4.....	\$ 21.81	10.05

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven

Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

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

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

* LABO0189-009 07/01/2010

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.16	9.80
GROUP 2.....	\$ 21.41	9.80
GROUP 3.....	\$ 21.46	9.80
GROUP 4.....	\$ 22.06	9.80

LABORERS CLASSIFICATIONS

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

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

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

Air); Water Blaster

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

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

PAIN0012-017 06/01/2010

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder....	\$ 20.27	8.10
Brush & Roller.....	\$ 22.85	8.10
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 23.85	8.10
Sandblasting & Water Blasting.....	\$ 23.60	8.10
Spray.....	\$ 23.35	8.10

PAIN0118-004 05/01/2010

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	10.30
Spray, Sandblast, Power		

Tools, Waterblast & Steam Cleaning.....	\$ 19.50	10.30
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PAIN1072-003 12/01/2010

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations.....	\$ 29.03	11.90
Power Generating Facilities.	\$ 25.79	11.90

PLUM0248-003 06/01/2010

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 31.37	15.23

PLUM0392-007 06/01/2008

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &
ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.39	14.30

PLUM0502-003 08/01/2010

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 30.50	15.13

SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Mobile Batch Truck Tender
- GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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

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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 (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

in 2.) and
3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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

These rates are listed pursuant to the Kentucky Determination No. CR-10-III- HWY dated July 12, 2010.

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

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

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

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

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 PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
11.2%	6.9%

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

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

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

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

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

CONTRACT ID: 111017
COUNTY: BULLITT
PROPOSAL: IM 0655(105)

PAGE: 1
LETTING: 04/29/11
CALL NO: 103

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	00001	DGA BASE	690.000 TON		
0020	00100	ASPHALT SEAL AGGREGATE	40.000 TON		
0030	00194	LEVELING & WEDGING PG76-22	1,116.000 TON		
0040	00219	CL4 ASPH BASE 1.00D PG76-22	6,513.000 TON		
0050	00291	EMULSIFIED ASPHALT RS-2	5.000 TON		
0060	00342	CL4 ASPH SURF 0.38A PG76-22	1,155.000 TON		
0070	02014	BARRICADE-TYPE III	8.000 EACH		
0080	02091	REMOVE PAVEMENT	12,354.000 SQYD		
0090	02115	SAW-CLEAN-RESEAL TVERSE JOINT	100.000 LF		
0100	02230	EMBANKMENT IN PLACE	54.000 CUYD		
0110	02237	DITCHING	8,500.000 LF		
0120	02351	GUARDRAIL-STEEL W BEAM-S FACE	400.000 LF		
0130	02367	GUARDRAIL END TREATMENT TYPE 1	1.000 EACH		
0140	02381	REMOVE GUARDRAIL	400.000 LF		
0150	02483	CHANNEL LINING CLASS II	60.000 TON		
0160	02484	CHANNEL LINING CLASS III	60.000 TON		
0170	02562	SIGNS	500.000 SQFT		
0180	02585	EDGE KEY	737.000 LF		
0190	02650	MAINTAIN & CONTROL TRAFFIC	(1.00) LS		
0200	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EACH		

CONTRACT ID: 111017
COUNTY: BULLITT
PROPOSAL: IM 0655(105)

PAGE: 2
LETTING: 04/29/11
CALL NO: 103

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0210	02676	MOBILIZATION FOR MILL & TEXT	(1.00) LS		
0220	02677	ASPHALT PAVE MILLING & TEXTURING	1,152.000 TON		
0230	02726	STAKING	(1.00) LS		
0240	05985	SEEDING AND PROTECTION	9,000.000 SQYD		
0250	06417	FLEXIBLE DELINEATOR POST-W	90.000 EACH		
0260	06418	FLEXIBLE DELINEATOR POST-Y	90.000 EACH		
0270	06542	PAVE STRIPING-THERMO-6 IN W	6,300.000 LF		
0280	06543	PAVE STRIPING-THERMO-6 IN Y	3,510.000 LF		
0290	06546	PAVE STRIPING-THERMO-12 IN W	1,920.000 LF		
0300	06568	PAVE MARKING-THERMO STOP BAR-24IN	150.000 LF		
0310	06569	PAVE MARKING-THERMO CROSS-HATCH	5,600.000 SQFT		
0320	06574	PAVE MARKING-THERMO CURV ARROW	4.000 EACH		
0330	06592	PAVEMENT MARKER TYPE V-B W/R	94.000 EACH		
0340	06593	PAVEMENT MARKER TYPE V-B Y/R	93.000 EACH		
0350	20411ED	LAW ENFORCEMENT OFFICER	200.000 HOUR		
0360	23143ED	KPDES PERMIT AND TEMP EROSION CONTROL	(1.00) LS		
SECTION 0002 DEMOBILIZATION					
0370	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			