



CALL NO. 105

CONTRACT ID. 161249

GRAVES COUNTY

FED/STATE PROJECT NUMBER STP BRZ 0103 (369)

DESCRIPTION RULE SHACK ROAD (CR 1384)

WORK TYPE BRIDGE WITH GRADE, DRAIN & SURFACE

PRIMARY COMPLETION DATE 7/1/2017

LETTING DATE: September 30,2016

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME September 30,2016. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 5.50%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 01

CONTRACT ID - 161249

STP BRZ 0103 (369)

COUNTY - GRAVES

PCN - DE04213841649

STP BRZ 0103 (369)

RULE SHACK ROAD (CR 1384) (MP 0.403) REPLACE BRIDGE ON RULE SHACK ROAD OVER IC RAILROAD 0.4 MILE EAST OF KY 339 (MP 0.443), A DISTANCE OF 0.17 MILES.BRIDGE WITH GRADE, DRAIN & SURFACE SYP NO. 01-01147.00.

GEOGRAPHIC COORDINATES LATITUDE 36:46:03.00 LONGITUDE 88:47:13.00

COMPLETION DATE(S):

COMPLETED BY 07/01/2017

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/construction-procurement)

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

SPECIAL NOTE FOR COMPOSITE OFFSET BLOCKS

Contrary to the Standard Drawings (2016 edition) the Cabinet will allow 6" composite offset blocks in lieu of wooden offset blocks, except as specified on proprietary end treatments and crash cushions. The composite blocks shall be selected from the Cabinet's List of Approved Materials.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

06/01/16

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.8 Irregular Proposals 102.14 Disqualification of Bidders
102.9 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 14-35 DBE, within 7 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the

office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

- 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 complete and submit a signed and notarized affidavit (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. **These documents must be submitted within 10 days of being paid by the Cabinet.**

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

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

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

The prime contractor should notify the KYTC Office of Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact is Melvin Bynes and the telephone number is (502) 564-3601.

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development
6th Floor West 200 Mero Street
Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

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

3/24/2016

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

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

SECTION 7 is expanded by the following new Article:

102.10 **Cargo Preference Act – Use of United States-flag vessels.**

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

ASPHALT MIXTURE

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

INCIDENTAL SURFACING

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

OPTION B

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

SPECIAL NOTE

For Tree Removal

**Graves County
Rule Shack Road Bridge Replacement
Item No. 1-1147**

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST
HEIGHT) FROM APRIL 1 TO OCTOBER 14.

**If there are any questions regarding this note, please contact David Waldner,
Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY
40601, Phone: (502) 564-7250.**

Special Note for Bridge Demolition, Renovation and Asbestos Abatement

If the project includes any bridge demolition or renovation, the successful bidder is required to notify Kentucky Division for Air Quality (KDAQ) via filing of form (DEP 7036) a minimum of 10 days prior to commencement of any bridge demolition or renovation work.

Any available information regarding possible asbestos containing materials (ACM) on or within bridges to be affected by the project has been included in the bid documents. These are to be included with the Contractor's notification filed with the KDAQ. If not included in the bid documents, the Department will provide that information to the successful bidder for inclusion in the KDAQ notice as soon as possible. If there are no documents stating otherwise, the bidders should assume there are no asbestos containing materials that will in any way affect the work.



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

MEMORANDUM

TO: Blake Beyer, Environmental Coordinator
District 01 - Paducah

FROM: Brittany Stratton, Geologist 1
UST/Hazmat Section

DATE: 04/28/2014

SUBJECT: Asbestos Inspection Report for Graves County
Replace Bridge on Rule Shack Road over IC RR
Item No. 01-1147

This report is prepared to accompany the 10-day NOI for Demolition to the Division of Air Quality.
Please include all pages with submittal

Project and Structure Information

County: Graves

Bridge # 042C00146N

Description: Bridge inspected for asbestos containing materials (ACM's)

Results

No suspect asbestos containing materials (ACM's) were identified.

Conclusions

No abatement is required.





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

TC 62-226
Rev. 01/2016
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RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
01-1147.00	GRAVES	12FO FD52 042 8685001R	BRZ 0103 (346)
PROJECT DESCRIPTION			
REPLACE BRIDGE ON RULE SHACK ROAD (CR 1348).			
<input type="checkbox"/> No Additional Right of Way Required			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input checked="" type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(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.			
Total Number of Parcels on Project	6	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed	6		
Condemnation			
Signed ROE			
Notes/ Comments (Use Additional Sheet if necessary)			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Greg L. Morgan
Signature		Signature	
Date		Date	6/22/16
Right of Way Director		FHWA	
Printed Name	DM Loy	Printed Name	No Signature Required
Signature		Signature	as per FHWA - KYTC
Date	22 June 2016	Date	2013 Stewardship Agreement

UTILITIES AND RAIL CERTIFICATION NOTE

**GRAVES COUNTY, BRZ 0103(367)
FD52 042 86850
RULE SHACK ROAD (CR 1384)/REPLACE BRIDGE ON RULE SHACK
ROAD OVER IC RAILROAD
ITEM NUMBER #1-1147.00**

GENERAL PROJECT NOTE ON UTILITY PROTECTION

None

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

None

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

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

None

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

WKRECC has one power pole to be moved to allow slope construction on the back side of the ditch at approx. Sta 10+75 RT. This relocation does not impact bridge removal or replacement. Estimated relocation completion date: 10/1/16

(NOTE: Use the following Text Only If Applicable)The Department will consider submission of a bid as the Contractor's agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of WKRECC. Working days will not be charged for those days on which work on WKRECC's facilities is delayed, as provided in the current edition of the KY Standard Specifications for Road and Bridge Construction. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to the project, the KYTC Resident Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

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

None

UTILITIES AND RAIL CERTIFICATION NOTE

GRAVES COUNTY, BRZ 0103(367)
FD52 042 86850
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THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involved **Minimal Rail Involved (See Below)** **Rail Involved (See Below)**

(SEE RAILROAR NOTES)

UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

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SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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

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

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

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
WKRECC	Tim Vied	270-247-1321
WK&T	Tim Merrick	270-674-1000
Fancy Farm Water	Kevin Leonard	270-247-4705
ICRR (Cable)	Mary Ellen Carmody	248-452-4705



SPECIAL NOTES FOR PROTECTION OF RAILROAD INTEREST

Illinois Central Railroad Company

I. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

- A. *The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks.*
- B. *The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.*

II. NOTICE OF STARTING WORK:

- A. *The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:*
 - 1. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, **at least ten (10) days in advance** of the date he proposes to begin work on Railroad rights of way. **If flagging service is required, such notice shall be submitted at least thirty (30) days in advance** of the date scheduled to commence work. The Railroad's Contact information is on the Summary Sheet.
 - 2. Obtain written authorization from the Railroad to begin work on Railroad rights of way, such authorization to include an outline of specific conditions with which he must comply and execution of the Railroad's standard right of entry agreement.
 - 3. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
 - 4. Furnish a schedule for all work within the Railroad rights of way as required by paragraph 7, B, 1.
- B. *The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who*

are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

III. INTERFERENCE WITH RAILROAD OPERATIONS:

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

IV. TRACK CLEARANCES

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

V. CONSTRUCTION PROCEDURES

A. *General:*

1. Construction work on Railroad property shall be:
 - a) Subject to the inspection and approval of the Railroad.
 - b) In accord with the Railroad's written outline of specific conditions.
 - c) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d) In accord with all Special Notes, Summaries, and Addendums.
2. The Railroad requires a submission of construction procedure that meets the requirements of these Special Notes and attachments. The Railroad's **submittal review period is thirty (30) days. Resubmissions will be reviewed within 2 weeks.**

B. *Excavation and shoring:*

1. The sub grade of an operated track shall be **maintained with edge of berm at least 10'0" from centerline of track and not more than 18 inches below top of rail, and a 1 vertical to 1.5 horizontal slope from that point outwards.** Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
3. The Contractor shall submit a detailed procedure for the installing of sheeting/shoring adjacent to Railroad Tracks.
4. Shoring protection shall be provided when excavating adjacent to an active track or railroad facility or as determined by the Railroad. Shoring will be provided in accordance with AREMA *Manual for Railway Engineering* Chapter 8, part 28; except as noted below.

5. Shoring may not be required if all of the following conditions are satisfied:
 - a. Excavation does not encroach upon a 1½ horizontal: 1 vertical theoretical slope line starting 1'-0" below top of rail and at 12'-0" minimum from centerline of the track (live load influence zone).
 - b. Track is on level ground or in a cut section and on stable soil.
 - c. Excavation does not adversely impact the stability of a Railroad facility (i.e. signal bungalow, drainage facility, undergrade bridge, building, etc.)
 - d. Shoring is not required by any governing construction code.
6. When the track is on an embankment, excavating the toe of the embankment without shoring may affect the stability of the embankment. Therefore, excavation of the embankment toe without shoring will not be permitted.
7. Trench boxes are prohibited for use on Railroad property within the theoretical live load influence zone.
8. The required protection is the cofferdam type that completely encloses the excavation. Where dictated by conditions, partial cofferdams with opened sides away from the track may be used. Cofferdams shall be constructed using steel piling, or when approved by the engineer, steel soldier piles with timber lagging. Wales and struts shall be provided and designed as needed. The following shall be considered when designing cofferdams:
 - a. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8'6" wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA *Manual for Railway Engineering*, Chapter 8, Part 20.
 - b. Allowable stresses in materials shall be in accordance with AREMA *Manual for Railway Engineering*, Chapter 7, 8, and 15.
 - c. A construction procedure for temporary shoring shall be shown on the drawing.
 - d. All shoring systems on or adjacent to Railroad right-of-way shall be equipped with railings or other approved fall protection.

- e. A minimum horizontal clearance of 10'-0" from centerline of the track to face of nearest point of shoring shall be maintained provided a 12'-0" roadbed is maintained with a temporary walkway and handrail system.
9. The Contractor shall submit the following drawings and calculations (all shall be signed/sealed by a Professional Engineer) for the Railroad's review and approval.
- a. Six (6) sets of detailed drawings of the shoring systems showing sizes of all structural members, details of connections, and distances from centerline of track to face of shoring. Drawing shall show a section showing height of shoring and track elevation in relation to bottom of excavation.
 - b. Six (6) sets of calculations of the shoring design. The drawings and calculations shall be prepared by a Licensed Professional Engineer and shall bear the Engineer's seal and signature. Shoring plans shall be approved by the Railroad's construction engineering and inspection representative.
 - c. For sheeting and shoring within 18'-0" of the centerline of the track, the live load influence zone, and in slopes, the Contractor shall use interlocked steel sheeting (sheet pile).
 - d. Sheet pile installed in slopes or within 18'-0" of the centerline shall not be removed.
 - e. Sheet pile shall be cut off a minimum of 3'-0" below the finished grade, ditch line invert, or as directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.
 - f. A procedure for cutting off the sheet pile and restoring the embankment shall be submitted to the Engineer for review and acceptance.

C. *Demolition Procedure:*

1. Railroad tracks and other railroad property, including signals, structures, and other facilities, must be protected from damage during the procedure. No crane or equipment may be set on the rails or track structure and no material may be dropped on Railroad property.
2. The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
3. Crane rating sheets showing cranes to be adequate for **150% of the actual weight of the pick.** A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. If possible, field measurements shall be taken with a Railroad representative present.
5. A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment. The safe working load capacity of all rigging and connecting equipment shall be 150% above the calculated weight of the pick.
6. A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
7. All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.
8. The Railroad's representative must be present at the site during the entire demolition and erection procedure period.
9. All procedures, plans and calculations shall first be approved by the Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.
10. Loads shall not be supported while any trains are passing if that piece of equipment has the capacity to foul a 50' envelope in the event of an equipment failure.

11. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
12. Existing, obsolete, bridge piers shall be removed to a minimum of 3'-0" below the finished grade, final ditch line invert, or as directed by the Engineer.
13. A minimum quantity of 25 tons of Railroad approved track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.
14. On-track or ground debris shields such as crane mats are prohibited.
15. Overhead Demolition Debris Shield – Shall be installed prior to the demolition of a bridge deck or other relevant portions of the superstructure.
 - a. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris.
 - b. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Controlled Demolition procedure submission.
 - c. The demolition debris shield shall provide 23'-0" minimum vertical clearance if the existing clearance is less than 23'-0" as approved by the Railroad. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
 - d. The vertical clearance ATR (above top of rail) is measured from the top of rail to the lowest point on the overhead shielding system measured within a distance of 8'-0" out from each side of the track centerline.
 - e. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
 - f. The demolition debris shield shall have a **minimum** design load of 50 pounds per square foot **plus** the weight of the equipment, debris, personnel, and other loads to be carried.
 - g. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

D. Erection Procedure:

The Contractor shall submit a detailed procedure for performing erection on/about Railroad property.

1. The Contractor shall submit six (6) copies of the detailed procedure for erection of the proposed structures over or adjacent to the tracks or right-of-way. This procedure shall include a plan showing the locations of cranes, horizontally and vertically, operating radii, with staging locations shown, including beam placement on ground or truck unloading staging plan. Plan should also include the location of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions should be shown. No crane or equipment may be set on the rails or track structure.
2. Also included with this submittal the following information:
 - a. As-Built Bridge Seat Elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Engineer for review and verification at least 30 days in advance of construction or erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - b. Computations showing weight of picks must be submitted. Computations shall be made from plans of the structure beams being erected and those plans or sections thereof shall also be included in the submittal; the weight shall include the weight of concrete or other materials including lifting rigging.
 - c. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted. Safety factors that may have been "built in" to the crane charts are not to be considered when determining the 150% Factor of Safety.
 - d. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment. All specific components proposed for use shall be clearly identified and highlighted in the submitted documents. The safe working load capacity of the connecting equipment shall be 150% above the calculated weight of the pick.
 - e. A complete written procedure is to be included that describes the sequence of events, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.

- f. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical sub tasks (i.e., performing aerial splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to Railroad operations may be assessed and eliminated or minimized.
 - g. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
 - h. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track where a temporary bent is located within twelve (12) feet from the centerline of that track.
3. The proposed Erection procedure must be approved by the Engineer prior to undertaking work on the project.
4. The Contractor shall provide timely communication to the Engineer when scheduling the erection related work so that the Engineer may be present during the entire erection procedure.
5. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances which may create a potential hazard to rail operations or Railroad facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. The Railroad shall not be responsible for any additional costs or time claims associated with such revisions.

E. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosive on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.

- b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- c) No blasting shall be done without the presence of an authorized representative of the Railroad. **At least 10 days advance notice** to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
- d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
- e) Explosives shall not be stored on Railroad Property.
- f) At any time during the blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions, or other circumstance which may create a potential hazard to rail operations or Railroad facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. The Railroad shall not be responsible for any additional costs or time claims associated with such revisions.

2. The Railroad representative will:

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

F. Track Monitoring:

The Contractor shall submit for Railroad review and approval, a detailed track monitoring program to detect both horizontal and vertical movement of the track and roadbed, a minimum of 30-days in advance of start of work.

1. For the installation of temporary or permanent shoring systems, including but not limited to soldier piles and lagging, and interlocked steel sheeting on or adjacent to the Railroad's right-of-way, the contractor may be required to submit a detailed track monitoring program for the Railroad's approval prior to performing any work near the Railroad's right-of-way.
2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. The Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.
4. If any movement has occurred as determined by the Engineer, the Railroad will be immediately notified. The Railroad, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including monitoring of corrective action of the contractor will be at project expense.

G. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. The Contractor will promptly repair eroded areas within Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants at the Contractor's expense.
2. All maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

H. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights of way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment. In no instance shall material be stored closer than 25-feet to the nearest rail.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

I. Cleanup:

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

VI. DAMAGES:

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

VII. FLAGGING SERVICES:

- A. *When Required:*
 - 1. Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.
 - 2. Under the terms of the agreement between the Department and the Railroad, the **Railroad has sole authority to determine the need for flagging** required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's rights of way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. If any element (workers, equipment, tools, scaffolding, etc.) may exist or fall within 25-feet of the edge of track, a flagman is necessary.
 - 3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three- (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required until the project has been completed.
- B. *Scheduling and Notification:*
 - 1. Not later than the time that approval is initially requested to begin work on Railroad rights of way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad rights of way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.

2. **The Cabinet's Engineer will be responsible for procuring flagmen, however, it is the Contractor's responsibility to notify the Engineer when they are needed. The Cabinet must complete and Cabinet shall sign Railroad's flagging request form in order to adequately request and procure a flagman. Said form is hereby attached to these railroad notes as Exhibit A to Exhibit B.** The Contractor will be required to give the Engineer **at least 10 working days of advance written notice** of intent to begin work within Railroad rights of way. If it is necessary for the Railroad to advertise a flagging job for bid, it **may take up to 90-days to obtain service**. Once begun, when work is suspended at any time for any reason, the Contractor will be required to give the Engineer **at least 3 working days of notice** before resuming work on Railroad rights of way. Such notice shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It **may take up to 30 days to obtain flagging initially** from the Railroad. When flagging begins the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it **may take up to 10 days to again obtain flagging services** from the Railroad. Due to labor agreements, it is necessary to give **5 working days notice before flagging service may be discontinued** and responsibility for payment stopped.
3. If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, and then the Contractor shall delay work on Railroad rights of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.
4. When demobilizing, the Contractor shall contact the Engineer, who will in turn contact the flagman to avoid unnecessary flagging charges. This communication shall be documented.

C. *Payment:*

1. **The Cabinet will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.** Cabinet will pay all flagging invoices in full without holding any retainage within 45 days of receipt of the invoice.

2. The estimated cost of flagging is listed on the Summary Sheet. The charge to the Cabinet by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees, or its contractor, who are available for flagging service at the time the service is required.
3. Railroad work involved in preparing and handling bills will also be charged to the Cabinet. Charges to the Cabinet by the Railroad shall be in accordance with applicable provisions of 23 CRF 140, Subpart I and 23 CRF 646, Subpart B. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. Verification:

1. The Department will review and sign the Railroad flagman's time sheet, attesting that the flagman was present during the time recorded. Flagman may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad rights of way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact the Railroad's Representative listed on the Project Summary Sheet. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to the Railroad's Representative listed on the Project Summary Sheet.
2. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

VIII. HAUL ACROSS RAILROAD:

- A. *Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the State has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.*
- B. *No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor, is first obtained from the Railroad Engineer. **The approval process for an agreement normally takes 90-days.***

IX. WORK FOR THE BENEFIT OF THE CONTRACTOR:

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

X. COOPERATION AND DELAYS:

- A. *It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.*
- B. *Train schedules cannot be provided to the Contractor. It is the Contractor's responsibility to contact the Railroad in order to arrange "Track Time." This "Track Time" will be an agreed upon prearranged time period that the Railroad will, without undue burden, schedule no train traffic to facilitate the Contractor's work on or near Railroad right-of-way. Due to track operations, there is no guarantee for track time. This track time must be arranged **at least 7 days prior to the date of need.***

- C. *No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of Railroad traffic or for any delays due to compliance with these Special Notes.*
- D. *The Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.*
- E. *The Railroad does not assume any responsibility for work performed by others in connection with the Project. No claims of the Contractor against the Railroad for any inconvenience, delay, or additional cost incurred by the Contractor on account of operations by others.*

XI. TRAINMAN'S WALKWAYS:

- A. *Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each day. If there is any excavation near the walkway, a handrail, with 15'-0" minimum clearance from centerline of track, shall be placed.*

XII. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHTS OF WAY:

- A. *All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are required.*
- B. *No one is allowed within 50' of the centerline of the track without specific authorization from the flagman.*
- C. *All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.*
- D. *No one is allowed to cross tracks without specific authorization from the flagman.*

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

XIII. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHTS OF WAY:

- A. *No crane or boom equipment will be allowed to set up to work or park within **boom distance plus 15' of centerline of track** without specific permission from railroad official and flagman.*
- B. *No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.*
- C. *All employees will stay with their machines when crane or boom equipment is pointed toward track.*
- D. *All cranes and boom equipment under load will stop work while a train is passing (including pile driving).*
- E. *Swinging loads must be secured to prevent movement while train is passing.*
- F. *No loads will be suspended above a moving train.*
- G. *No equipment will be allowed within **50' of centerline of track** without specific authorization of the flagman.*
- H. *Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.*
- I. *No equipment or load movement **within 50' or above a standing train or other equipment** without specific authorization of the flagman.*
- J. *All operating equipment within **50' of track must halt operations when a train is passing.** All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.*
- K. *All equipment, loads and cables are prohibited from touching rails.*
- L. *While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.*
- M. *No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Engineer.*
- N. *All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.*

- O. *All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.*

XIV. INSURANCE:

- A. *In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:*
1. Commercial General Liability coverage at their sole cost and expense with limits of not less than **\$5,000,000** in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured. Contractor shall provide the Railroad with a complete waiver of subrogation, and remove any exclusion for coverage of work occurring within 50' of a railroad track pursuant to Endorsement CG 24.17.
 2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than **\$1,000,000**, which insurance must contain a waiver of subrogation against the Railroad and its affiliates.
 3. Commercial automobile liability insurance with limits of not less than **\$1,000,000** combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured.
 4. Railroad protective liability insurance with limits of not less than **\$5,000,000** combined single limits for bodily injury and/or property damage per occurrence and an aggregate annual limit of **\$10,000,000**, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.
 - b. The Railroad must be the named insured on the Railroad Protective Insurance Policy
 - c. Name and Address of the Contractor must be shown on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

- e. Authorized endorsements must include the Pollution Exclusion Amendment – CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad form Nuclear Exclusion – IL 00 21
 - (ii). 30-day Advance Notices of Non-renewal or cancellation
 - (iii). Required State Cancellation Endorsement
 - (iv). Quick Reference or Index – CL/IL 240
 - g. Authorized endorsements may not include:
 - (i). A Pollution Exclusion Endorsement except CG 28 31
 - (ii). A Punitive or Exemplary Damages Exclusion
 - (iii). A “Common Policy Conditions” Endorsement
 - (iv). And endorsement that is not named in Section 4 (e) or (f) above.
 - (v). Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. Such additional or different insurance as the Railroad may require.
- B. Additional Terms:*
- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance, and all notices and correspondence regarding the insurance policy to the contact listed on the Project Summary Sheet.
 - 2. The Contractor may not begin work on the Project until it has received the Railroad’s written approval or the required insurance.
- C. Insurance policies shall follow the requirements of 23 CRF 646, Subpart A.*
- D. Evidence of insurance as required above shall be furnished to the address shown on the attached Summary Sheet for review by the Department and transmittal to the Railroad.*
- E. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.*

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

XV. FAILURE TO COMPLY:

- A. *These Special Notes are supplemental and amendatory to the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction, Edition of 2008, and amendments thereof, and where in conflict therewith, these Special Notes shall govern.*
- B. *In the event the Contractor violates or fails to comply with any of the requirements of these Special Notes:*
1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Engineer may withhold all monies due the Contractor on monthly statements.
 3. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

XVI. PAYMENT FOR COST OF COMPLIANCE:

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

XVII. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

- A. *Prior to entry onto Railroad right of way, the contractor will be required to enter into a Right of Entry Agreement with the railroad. The Contractor is responsible for garnering this agreement and executing any terms and conditions stated therein, including any and all fees associated with this agreement, which shall not exceed \$750.00. A blank agreement is provided in the bid package. When the contract is awarded, the Contractor shall sign the form and return it to the Cabinet with the contract before a work order is issued.*

RAILROAD CONTACTS

(to be provided by Railroad Company)

General Railroad Contact:

John Dinning
Illinois Central Railroad

2151 North Mill Street
Jackson, Mississippi 39202

(Phone) 601-592-1815

(Email) John.Dinning@cn.ca

Regional Representative (Roadmaster):

Insurance contact:

John Dinning
Illinois Central Railroad

2151 North Mill Street
Jackson, Mississippi 39202

(Phone) 601-592-1815

(Email) John.Dinning@cn.ca

Railroad Designer Contact:

Contractor or In-House Employee? In-House

John Dinning
Illinois Central Railroad

2151 North Mill Street
Jackson, Mississippi 39202

(Phone) 601-592-1815

(Email) John.Dinning@cn.ca

Railroad Construction Contact:

Contractor or In-House Employee? In-House

MaryEllen Carmody
Audit Officer
Canandian National

2800 Livernois, Suite 220
Troy, Michigan 48083

(Phone) 248-740-6227

(Email) Maryellen.carmody@cn.ca

KENTUCKY TRANSPORTATION CABINET CONTACTS

(to be provided by KYTC)

KYTC Railroad Coordinator:

Allen Rust, PE
Div. of Right of Way & Utilities
Kentucky Transportation Cabinet
200 Mero Street, 5th Floor East
Frankfort, Kentucky 40622
(Phone) 502-782-4950
(Email) allen.rust@ky.gov

KYTC Construction Procurement Director:

Rachel Mills, Director
Div. of Construction Procurement
Kentucky Transportation Cabinet
200 Mero Street, 3rd Floor West
Frankfort, Kentucky 40622
(Phone) 502-564-3500
(Email) Rachel.Mills@ky.gov

KYTC Construction Director:

Ryan Griffith, Director
Div. of Construction
Kentucky Transportation Cabinet
200 Mero Street, 3rd Floor West
Frankfort, Kentucky 40622
(Phone) 502-564-4780
(Email) ryan.griffith@ky.gov



The project specific information provided herein is valid as of the date indicated. However, the specific information may be subject to change due to the normal business operations of all parties. The terms and conditions defined here, and in the bid proposal in its entirety, are inclusive and constant.

IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Illinois Central Railroad Company (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to _____, (hereinafter called Licensee) license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of _____, Railroad Milepost _____, Subdivision for purposes related to _____ near _____, on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit A, attached hereto and made a part hereof.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$750.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO THE EXTENT LEGALLY PROVIDED IN STATE STATUTE, TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES,

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ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- c. Commercial General Liability (occurrence form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Illinois Central Railroad Company and its Parents
17641 South Ashland Avenue
Homewood, IL 60430

Certificate Holder:

Illinois Central Railroad Company and its Parents
c/o CN Insurance Department
935 de La Gauchetiere St W
Montreal, Quebec
H3B 2M9, Canada

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

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- d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with

the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on _____ .

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

John W. Dinning

Title: Manager of Public Works

ACCEPTED:

By: _____

Print Name: _____

Title: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
2. All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non Railroad contractor vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.
 - a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
 - b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety - AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

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- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements

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and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be

conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

- Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
- Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION FOR CONSTRUCTION ON CN

**(Hereinafter called "Railroad")
(Revised: Effective March 4, 2015)**

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Flat Rock, Michigan, Phone (734) 783-4533; and if, in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required anytime a utility or contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions, or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Cost for a cable locate is \$250.00, which is to be prepaid by check before installation is to begin.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services" form to be completed and submitted; including check for prepayment based on the number of days and hours flagman protection will be required.

Request for Flagging Services and Cable Location Southern Region

Inquiries may be directed to:

Mary Ellen Carmody
US -Audit Officer CN
24002 Vreeland Road
Flat Rock, MI 48134
(734) 783-4533
maryellen.carmody@cn.ca

Date submitted: _____

I: _____ with: _____, am requesting that flagging
(Name) (Company Name)

protection be provided for _____ Is this a continuation of an existing project? Yes No
(Project Name)

All blanks below must be completely filled in before any flagman request will be honored.

Project Location: _____

RR milepost _____ Street/Intersection: _____

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

**** You must have an agreement with CN railroad subsidiary, such as a Right of Entry, Permit or Formal Agreement and proof of insurance. You must have flagman protection before you can enter the property.**

Contractor's Contact Person: _____ Phone: _____

Anticipated # of Days Protection is needed: _____ Specific Dates Flagging needed: _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____ hrs.*
* Flagmen start and end time may vary based on type of protection required.

Location for flagman to report: _____

Description of work to be performed _____

Railroad Cable Locate Required? Yes No

A prepayment check **MUST** be sent and received at the address shown at the top of this page before flagman protection will be scheduled. The amount of prepayment is based on the number of days and hours flagman protection is required. The base rate per day for flagman protection is \$1,300.00 for 10 hours, this includes 2 overtime hours to set flags. Additional overtime hours will be billed at the rate of \$150.00 per hour. Weekend and Holidays should be prepaid at the overtime rate of \$150.00 per hour or \$1,500.00 for 10 hours. Any Prepayment for overtime hours not used will be refunded. Cost for cable locate is \$250.00, and must be prepaid as well before installation begins. Separate checks should be sent for cable locate and flagging protection. Checks should be made payable to the railroad subsidiary listed on your Right of Entry, Permit or Formal Agreement.

A Prepayment check and Proof of Insurance **MUST** accompany this form and be received prior to the beginning of this project. Flagman will be provided at your cost, depending on availability, within five (5) business days.

If the project runs longer than originally anticipated, MaryEllen Carmody must be contacted by email and an additional check must be submitted before work can resume. Rates are Effective August 1st 2013. New form address effective March 4, 2015.

****ALL blanks must be completely filled****

Billing Information:

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____
(REQUIRED)

I agree to pay for flagging services as requested: _____

• (SIGN AND PRINT NAME)

Attach a map and location information and mail this form with prepayment and proof of insurance to Mary Ellen Carmody at the above address.

KyTC BMP Plan for Project PCN ## - #####



Kentucky Transportation Cabinet

Highway District 1

And

_____ **(2), Construction**

**Kentucky Pollutant Discharge Elimination System
Permit KYR10
Best Management Practices (BMP) plan**

Groundwater protection plan

For Highway Construction Activities

For

**Bridge Replacement, Rule Shack Rd over
IC Railroad
Graves Co, Kentucky**

Project: PCN ## - #####

KyTC BMP Plan for Project PCN ## -

Project information

Note – (1) = Design (2) = Construction (3) = Contractor

1. Owner – Kentucky Transportation Cabinet, District 1
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) Rule Shack Rd.
6. Latitude/Longitude (project mid-point) 36^46'03"N, 88^47'13"W
7. County (project mid-point) Graves
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## -

A. Site description:

1. Nature of Construction Activity (from letting project description): This project is the replacement of the bridge over IC Railroad located on Rule Shack Rd at mile point 0.42 in Graves County.
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: 11,702 cubic yards
4. Estimate of total project area (acres): 1.81 acres
5. Estimate of area to be disturbed (acres): 1.81 acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition: The majority of soil horizons and slopes on this project are subject to erosion.
8. Data describing existing discharge water quality (if any): There is no information for this item.
9. Receiving water name: Barnes Creek
10. TMDLs and Pollutants of Concern in Receiving Waters: No TMDLs were involved on this project.
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

KyTC BMP Plan for Project PCN ## -

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

B. Sediment and Erosion Control Measures:

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - Ø Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
 - Ø At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover

KyTC BMP Plan for Project PCN ## -

- or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
- Ø Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
 - Ø Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
 - Ø Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
 - Ø Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:

KyTC BMP Plan for Project PCN ## -

- Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
- Permanent Seeding and Protection
- Placing Sod
- Planting trees and/or shrubs where they are included in the project

C. Other Control Measures

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.
2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

Ø **Good Housekeeping:**

KyTC BMP Plan for Project PCN ## -

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite

Ø **Hazardous Products:**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

The following product-specific practices will be followed onsite:

Ø **Petroleum Products:**

Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

KyTC BMP Plan for Project PCN ## -

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

Ø **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Ø **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

Ø **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

Ø **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.

KyTC BMP Plan for Project PCN ## -

- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials.

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

F. Inspections

Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

KyTC BMP Plan for Project PCN ## -

- Ø All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Ø Inspections will be conducted by individuals that have successfully completed the KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition
- Ø Inspection reports will be written, signed, dated, and kept on file.
- Ø Areas at final grade will be seeded and mulched within 14 days.
- Ø Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- Ø All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Ø Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Ø Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Ø Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Ø Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Ø Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- Ø All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Ø Water from water line flushings.
- Ø Water from cleaning concrete trucks and equipment.
- Ø Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).

KyTC BMP Plan for Project PCN ## - #####

- Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

H. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

- Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan, will or may be may be conducted as part of this construction project:

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

_____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

_____ 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;

_____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

_____ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

Or, check the following only if there are no qualifying activities

_____ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

KyTC BMP Plan for Project PCN ## -

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

KyTC BMP Plan for Project PCN ## - #####

Sub-Contractor Certification

The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

Subcontractor

Name:
Address:
Address:

Phone:

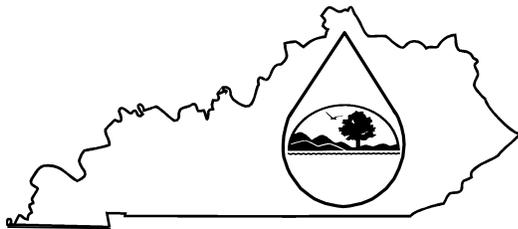
The part of BMP plan this subcontractor is responsible to implement is:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed _____ title _____, _____
Typed or printed name¹ signature

1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

KPDES FORM NOI-SW



**Kentucky Pollutant Discharge Elimination System
(KPDES)
Notice of Intent (NOI)
for Storm Water Discharges
Associated with Industrial Activity Under the
KPDES General Permit**

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM (See Instructions on back)

I. Facility Operator Information

Name:	KYTC District One	Phone:	(270) 898-2431
Address:	5501 Kentucky Dam Road	Status of Owner/Operator:	S
City, State, Zip Code:	Paducah, KY 42003		

II. Facility/Site Location Information

Name:	SYP Item # 01-1147		
Address:	Rule Shack Rd		
City, State, Zip Code:	Fancy Farm KY 42039		
County:	Graves		
Site Latitude: (degrees/minutes/seconds)	36^46'03"N	Site Longitude: (degrees/minutes/seconds)	88^47'13"W

III. Site Activity Information

MS4 Operator Name:	n/a		
Receiving Water Body:	Barnes Creek		
Are there existing quantitative data?	Yes <input type="checkbox"/> If Yes, submit with this form. No <input checked="" type="checkbox"/>		
SIC or Designated Activity Code Primary	1611	2nd	1622
		3rd	4th
If this facility is a member of a Group Application, enter Group Application Number:			
If you have other existing KPDES Permits, enter Permit Numbers:			

IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY

Project Start Date:	Oct. 1, 2016	Completion Date:	June 1, 2017
Estimated Area to be disturbed (in acres):	1.81		
Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

V. Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed or Typed Name:	Michael P. McGregor, PE		
Signature:		Date:	

**Kentucky Pollutant Discharge Elimination System (KPDES)
Instructions
Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity
To Be Covered Under The KPDES General Permit**

WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Industrial Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

NOIs must be sent to the following address:

**Section Supervisor
Inventory & Data Management Section
KPDES Branch, Division of Water
Frankfort Office Park
14 Reilly Road
Frankfort, KY 40601**

COMPLETING THE FORM

Type or print legibly in the appropriate areas only. If you have any questions regarding the completion of this form call the **Storm Water Contact, Industrial Section, at (502) 564-3410.**

SECTION I - FACILITY OPERATOR INFORMATION

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same as the name of the facility. The responsible party is the legal entity that controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Enter the appropriate letter to indicate the legal status of the operator of the facility.

F = Federal M = Public (other than federal or state)
S = State P = Private

SECTION II - FACILITY/SITE LOCATION INFORMATION

Enter the facility's or site's official or legal name and complete street address, including city, state, and ZIP code.

SECTION III - SITE ACTIVITY INFORMATION

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., municipality name, county name) and the receiving water of the discharge from the MS4. (A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a state, city, town, borough, county, parish, district, association, or other public body which is designed or used for collecting or conveying storm water.)

If the facility discharges storm water directly to receiving water(s), enter the name of the receiving water.

Indicate whether or not the owner or operator of the facility has existing quantitative data that represent the characteristics and concentration of pollutants in storm water discharges. If data is available submit with this form.

List, in descending order of significance, up to four 4-digit standard industrial classification (SIC) codes that best describe the principal products or services provided at the facility or site identified in Section II of this application.

If the facility listed in Section II has participated in Part 1 of an approved storm water group application and a group number has been assigned, enter the group application number in the space provided.

If there are other KPDES permits presently issued for the facility or site listed in Section II, list the permit numbers.

SECTION IV - ADDITIONAL INFORMATION REQUIRED FOR CONSTRUCTION ACTIVITIES ONLY

Construction activities must complete Section IV in addition of Sections I through III. Only construction activities need to complete Section IV.

Enter the project start date and the estimated completion date for the entire development plan.

Provide an estimate of the total number of acres of the site on which soil will be disturbed (round to the nearest acre).

Indicate whether the storm water pollution prevention plan for the site is in compliance with approved state and/or local sediment and erosion plans, permits, or storm water management plans.

SECTION V - CERTIFICATION

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, state, Federal, or other public facility: by either a principal executive officer or ranking elected official.

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2016*.

**Supplemental Specifications to the
Standard Specifications for Road and Bridge Construction, 2012 Edition
Effective with the April 29, 2016 Letting**

Subsection:	101.03 DEFINITIONS
Revision:	<p>Add the following Definitions to this section:</p> <p>Superpave Mix Design Technologist (SMDT) - An inspector qualified by the KYTC to submit, adjust, or approve asphalt mix designs.</p> <p>Superpave Plant Technologist (SPT) - An inspector qualified by the KYTC to perform routine inspection and process control, acceptance, or verification testing on asphalt mixtures.</p>
Subsection:	102.15 Process Agent.
Revision:	<p>Replace the 1st paragraph with the following:</p> <p>Every corporation doing business with the Department shall submit evidence of compliance with KRS Sections 14A.4-010, 271B.11-010, 271B.11-070, 271B.11-080, 271B.5-010 and 271B.16-220, and file with the Department the name and address of the process agent upon whom process may be served.</p>
Subsection:	105.13 Claims Resolution Process.
Revision:	Delete all references to TC 63-34 and TC 63-44 from the subsection as these forms are no longer available through the forms library and are forms generated within the AASHTO SiteManager software.
Subsection:	108.01 Subcontracting of Contract.
Revision:	<p>Replace the section with the following:</p> <p>Do not subcontract, sell, transfer, assign, or otherwise dispose of the Contract or any portion of the Contract or Contracts, or of the right, title, or interest therein, without the Engineer's written consent. If the Contractor chooses to subcontract any portion of the Contract, a written request to sublet work must be submitted on the Subcontract Request (TC 63-35) form for the Engineer's approval. When directed by the Engineer, submit a certified copy of the actual subcontract agreement executed between the parties.</p> <p>The Engineer will allow the Contractor to subcontract a portion, but the Contractor must perform with his own organization work amounting to no less than 30 percent of the total Contract cost. The Engineer will not allow any subcontractor to exceed the percentage to be performed by the Contractor and will require the Contractor to maintain a supervisory role over the entire project.</p> <p>Do not allow any subcontractor to further subcontract any portion of the work without obtaining written consent from the Engineer. When the Engineer gives such consent, the first tier subcontractor may further subcontract a portion of his work not to exceed 50 percent of the work originally subcontracted to him by the Contractor. Do not allow any second tier subcontractor to subcontract any portion of the work.</p> <p>Extra work performed by subcontractors in accordance with Section 109 will not be utilized in the computation of total dollar amount subcontracted. Subcontract percentages are based upon the original contract amount.</p> <p>Payment to subcontractors for satisfactory performance of their work or materials supplied must be made within 7 calendar days from receipt of payment from the Engineer. Upon request by the Engineer, provide proof that payment has been made to the subcontractor within the 7 calendar days. Progress payments may be withheld for failure to comply with this request</p>

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	<p>The Engineer’s written consent to subcontract, assign, or otherwise dispose of any portion of the Contract does not, under any circumstances, relieve the Contractor or the surety of their respective liabilities and obligations under the Contract. The Engineer will make transactions only with the Contractor. The Engineer will recognize subcontractors only in the similar capacity of employees or workers of the Contractor who are subject to the same requirements as to character and competence as specified in Subsection 108.06.</p> <p>Lease agreements are acceptable on Department projects. No additional paperwork is needed when equipment is rented from a commercial rental company unless the leased equipment comes with an operator. In these circumstances, payroll records for the operator of the leased equipment must be maintained and submitted by the contractor in accordance with Department policy.</p> <p>Lease agreements between contractors that involve equipment only will require the submittal of a TC 63-71 Department Equipment Rental Form. If a Contractor is found to be in violation of these requirements, the Engineer reserves the right to withhold payment for the work which was performed in violation of these requirements. This provision does not include the lease or use of equipment from a corporation or company wholly owned by the Contractor. The Contractor shall not use equipment in the performance of the Contract to which title is not held by the Contractor or an approved subcontractor without a submitted lease agreement.</p> <p>If a public official has provided a documented Declaration of Emergency, then the Engineer may verbally waive the requirement of submitting a TC 63-71 Department Equipment Rental Form until the situation has ended. After the emergency situation ends, immediately remove the equipment from the project or submit a completed TC 63-71 Department Equipment Rental Form to the Engineer.</p>
Subsection:	108.03 Preconstruction Conference.
Revision:	Replace 8) Staking with the following: 8) Staking (designated by a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
Subsection:	109.07.02 Fuel.
Revision:	Revise item Crushed Aggregate Used for Embankment Stabilization to the following: Crushed Aggregate Used for Stabilization of Unsuitable Materials Used for Embankment Stabilization
	Delete the following item from the table. Crushed Sandstone Base (Cement Treated)
Subsection:	110.02 Demobilization.
Revision:	Replace the first part of the first sentence of the second paragraph with the following: Perform all work and operations necessary to accomplish final clean-up as specified in the first paragraph of Subsection 105.12;
Subsection:	112.03.12 Project Traffic Coordinator (PTC).
Revision:	Replace the last paragraph of this subsection with the following: Ensure the designated PTC has sufficient skill and experience to properly perform the task assigned and has successfully completed the qualification courses.

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Subsection:	112.04.18 Diversions (By-Pass Detours).
Revision:	Insert the following sentence after the 2nd sentence of this subsection. The Department will not measure temporary drainage structures for payment when the contract documents provide the required drainage opening that must be maintained with the diversion. The temporary drainage structures shall be incidental to the construction of the diversion. If the contract documents fail to provide the required drainage opening needed for the diversion, the cost of the temporary drainage structure will be handled as extra work in accordance with section 109.04.
Subsection:	201.03.01 Contractor Staking.
Revision:	Replace the first paragraph with the following: Perform all necessary surveying under the general supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
Subsection:	201.04.01 Contractor Staking.
Revision:	Replace the last sentence of the paragraph with the following: Complete the general layout of the project under the supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
Subsection:	206.04.01 Embankment-in-Place.
Revision:	Replace the fourth paragraph with the following: The Department will not measure suitable excavation included in the original plans that is disposed of for payment and will consider it incidental to Embankment-in-Place.
Subsection:	208.02.01 Cement.
Revision:	Replace paragraph with the following: Select Type I or Type II cement conforming to Section 801. Use the same type cement throughout the work.
Subsection:	208.03.06 Curing and Protection.
Revision:	Replace the fourth paragraph with the following: Do not allow traffic or equipment on the finished surface until the stabilized subgrade has cured for a total of 7-days with an ambient air temperature above 40 degrees Fahrenheit. A curing day consists of a continuous 24-hour period in which the ambient air temperature does not fall below 40 degrees Fahrenheit. Curing days will not be calculated consecutively, but must total seven (7) , 24-hour days with the ambient air temperature remaining at or above 40 degrees Fahrenheit before traffic or equipment will be allowed to traverse the stabilized subgrade. The Department may allow a shortened curing period when the Contractor requests. The Contractor shall give the Department at least 3 day notice of the request for a shortened curing period. The Department will require a minimum of 3 curing days after final compaction. The Contractor shall furnish cores to the treated depth of the roadbed at 500 feet intervals for each lane when a shortened curing time is requested. The Department will test cores using an unconfined compression test. Roadbed cores must achieve a minimum strength requirement of 80 psi.
Subsection:	208.03.06 Curing and Protection.
Revision:	Replace paragraph eight with the following: At no expense to the Department, repair any damage to the subgrade caused by freezing.

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Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	A) Seed Mixtures for Permanent Seeding.
Revision:	Revise Seed Mix Type I to the mixture shown below: 50% Kentucky 31 Tall Fescue (<i>Festuca arundinacea</i>) 35% Hard Fescue (<i>Festuca (Festuca longifolia)</i>) 10% Ryegrass, Perennial (<i>Lolium perenne</i>) 5% White Dutch Clover (<i>Trifolium repens</i>)
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	A) Seed Mixtures for Permanent Seeding.
Number:	2)
Revision:	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 4, 5, 6, and 7. Apply seed mix Type II at a minimum application rate of 100 pounds per acre. If adjacent to a golf course replace the crown vetch with Kentucky 31 Tall Fescue.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	A) Seed Mixtures for Permanent Seeding.
Number:	3)
Revision:	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 1, 2, 3, 8, 9, 10, 11, and 12. Apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the <i>Sericea Lespedeza</i> with Kentucky 31 Fescue.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	B) Procedures for Permanent Seeding.
Revision:	Delete the first sentence of the section.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	B) Procedures for Permanent Seeding.
Revision:	Replace the second and third sentence of the section with the following: Prepare a seedbed and apply an initial fertilizer that contains a minimum of 100 pounds of nitrogen, 100 pounds of phosphate, and 100 pounds of potash per acre. Apply agricultural limestone to the seedbed when the Engineer determines it is needed. When required, place agricultural limestone at a rate of 3 tons per acre.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	D) Top Dressing.
Revision:	Change the title of part to D) Fertilizer.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	D) Fertilizer.
Revision:	Replace the first paragraph with the following: Apply fertilizer at the beginning of the seeding operation and after vegetation is established. Use fertilizer delivered to the project in bags or bulk. Apply initial fertilizer to all areas prior to the seeding or sodding operation at the application rate specified in 212.03.03 B). Apply 20-10-10 fertilizer to the areas after vegetation has been established at a rate of 11.5 pounds per 1,000 square feet. Obtain approval from the Engineer prior to the 2nd fertilizer application. Reapply fertilizer to any area that has a streaked appearance. The reapplication shall be at no additional cost to the Department. Re-establish any vegetation severely damaged or destroyed because of an excessive application of fertilizer at no cost to the Department.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	D) Fertilizer.
Revision:	Delete the second paragraph.

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Subsection:	212.04.04 Agricultural Limestone.												
Revision:	Replace the entire section with the following: The Department will measure the quantity of agricultural limestone in tons.												
Subsection:	212.04.05 Fertilizer.												
Revision:	Replace the entire section with the following: The Department will measure fertilizer used in the seeding or sodding operations for payment. The Department will measure the quantity by tons.												
Subsection:	212.05 PAYMENT.												
Revision:	Delete the following item code: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Pay Item</u></th> <th style="text-align: left;"><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>05966</td> <td>Topdressing Fertilizer</td> <td>Ton</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	05966	Topdressing Fertilizer	Ton						
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>											
05966	Topdressing Fertilizer	Ton											
Subsection:	212.05 PAYMENT.												
Revision:	Add the following pay items: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Pay Item</u></th> <th style="text-align: left;"><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>05963</td> <td>Initial Fertilizer</td> <td>Ton</td> </tr> <tr> <td>05964</td> <td>20-10-10 Fertilizer</td> <td>Ton</td> </tr> <tr> <td>05992</td> <td>Agricultural Limestone</td> <td>Ton</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	05963	Initial Fertilizer	Ton	05964	20-10-10 Fertilizer	Ton	05992	Agricultural Limestone	Ton
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>											
05963	Initial Fertilizer	Ton											
05964	20-10-10 Fertilizer	Ton											
05992	Agricultural Limestone	Ton											
Subsection:	213.03.02 Progress Requirements.												
Revision:	Replace the third paragraph with the following: After exposing areas of erodible material, make every effort to stabilize and protect the areas as quickly as possible. Permanently seed and mulch all areas at final grade within 14 days. Temporary stabilization practices on those portions of the project where construction activities have temporarily ceased shall be initiated within 14 days of the date of activity cessation. The Engineer will suspend grading operations for instances where the Contractor fails to sustain erosion control measures to effectively control erosion and to prevent water pollution in accordance with the KPDES Permit. In addition, the Engineer will withhold monies due on current estimates until corrective work has been initiated and is continuously progressing to remediate noted deficiencies. Additionally, should noted deficiencies not be adequately addressed to the satisfaction of the Engineer within 7 calendar days of receipt of written notification of deficiencies, the Department will apply a penalty equal to the daily liquidated damages rate until all aspects of the work have been completed.												
Subsection:	213.03.05 Temporary Control Measures.												
Part:	E) Temporary Seeding and Protection.												
Revision:	Delete the second sentence of the first paragraph.												
Subsection:	304.02.01 Physical Properties.												
Table:	Required Geogrid Properties												
Revision:	Replace all references to Test Method "GRI-GG2-87" with ASTM D 7737.												
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.												
Part:	B) Sampling.												
Revision:	Replace the second sentence with the following: The Department will determine when to obtain the quality control samples using the random-number feature of the mix design submittal and approval spreadsheet. The Department will randomly determine when to obtain the verification samples required in Subsections 402.03.03 and 402.03.04 using the Asphalt Mixture Sample Random Tonnage Generator.												

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Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	D) Testing Responsibilities.
Number:	3) VMA.
Revision:	Add the following paragraph below Number 3) VMA: Retain the AV/VMA specimens and one additional corresponding G_{mm} sample for 5 working days for mixture verification testing by the Department. For Specialty Mixtures, retain a mixture sample for 5 working days for mixture verification testing by the Department. When the Department's test results do not verify that the Contractor's quality control test results are within the acceptable tolerances according to Subsection 402.03.03, retain the samples and specimens from the affected subplot(s) for the duration of the project.
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	D) Testing Responsibilities.
Number:	4) Density.
Revision:	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	D) Testing Responsibilities.
Number:	5) Gradation.
Revision:	Delete the second paragraph.
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	H) Unsatisfactory Work.
Number:	1) Based on Lab Data.
Revision:	Replace the second paragraph with the following: When the Engineer determines that safety concerns or other considerations prohibit an immediate shutdown, continue work and the Department will make an evaluation of acceptability according to Subsection 402.03.05.
Subsection:	402.03.03 Verification.
Revision:	Replace the first paragraph with the following: 402.03.03 Mixture Verification. For volumetric properties, the Department will perform a minimum of one verification test for AC, AV, and VMA according to the corresponding procedures as given in Subsection 402.03.02. The Department will randomly determine when to obtain the verification sample using the Asphalt Mixture Sample Random Tonnage Generator. For specialty mixtures, the Department will perform one AC and one gradation determination per lot according to the corresponding procedures as given in Subsection 402.03.02. However, Department personnel will not perform AC determinations according to KM 64-405. The Contractor will obtain a quality control sample at the same time the Department obtains the mixture verification sample and perform testing according to the procedures given in Subsection 402.03.02. If the Contractor's quality control sample is verified by the Department's test results within the tolerances provided below, the Contractor's sample will serve as the quality control sample for the affected subplot. The Department may perform the mixture verification test on the Contractor's equipment or on the Department's equipment.
Subsection:	402.03.03 Verification.
Part:	A) Evaluation of Subplot(s) Verified by Department.
Revision:	Replace the third sentence of the second paragraph with the following: When the paired t -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.

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Subsection:	402.03.03 Verification.
Part:	B) Evaluation of Sublots Not Verified by Department.
Revision:	Replace the third sentence of the first paragraph with the following: When differences between test results are not within the tolerances listed below, the Department will resolve the discrepancy according to Subsection 402.03.05.
Subsection:	402.03.03 Verification.
Part:	B) Evaluation of Sublots Not Verified by Department.
Revision:	Replace the third sentence of the second paragraph with the following: When the <i>F</i> -test or <i>t</i> -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.
Subsection:	402.03.03 Verification.
Part:	C) Test Data Patterns.
Revision:	Replace the second sentence with the following: When patterns indicate substantial differences between the verified and non-verified sublots, the Department will perform further comparative testing according to subsection 402.03.05.
Subsection:	402.03 CONSTRUCTION.
Revision:	Add the following subsection: 402.03.04 Testing Equipment and Technician Verification. For mixtures with a minimum quantity of 20,000 tons and for every 20,000 tons thereafter, the Department will obtain an additional verification sample at random using the Asphalt Mixture Sample Random Tonnage Generator in order to verify the integrity of the Contractor's and Department's laboratory testing equipment and technicians. The Department will obtain a mixture sample of at least 150 lb at the asphalt mixing plant according to KM 64-425 and split it according to AASHTO R 47. The Department will retain one split portion of the sample and provide the other portion to the Contractor. At a later time convenient to both parties, the Department and Contractor will simultaneously reheat the sample to the specified compaction temperature and test the mixture for AV and VMA using separate laboratory equipment according to the corresponding procedures given in Subsection 402.03.02. The Department will evaluate the differences in test results between the two laboratories. When the difference between the results for AV or VMA is not within ± 2.0 percent, the Department will investigate and resolve the discrepancy according to Subsection 402.03.05.
Subsection:	402.03.04 Dispute Resolution.
Revision:	Change the subsection number to 402.03.05.
Subsection:	402.05 PAYMENT.
Part:	Lot Pay Adjustment Schedule Compaction Option A Base and Binder Mixtures
Table:	AC
Revision:	Replace the Deviation from JMF(%) that corresponds to a Pay Value of 0.95 to ± 0.6 .
Subsection:	403.01 Description.
Revision:	Replace the sentence three and four of the first paragraph with the following: Provide a Superpave Plant Technologist (SPT) or Superpave Mix Design Technician (SMDT) qualified by the Laboratories' Quality Acceptance program. Be available to address all Quality Control concerns arising during work performed under section 403.
Subsection:	403.02.10 Material Transfer Vehicle (MTV).
Revision:	Replace the first sentence with the following: In addition to the equipment specified above, provide a MTV with the following minimum characteristics:

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Subsection:	403.03.03 Preparation of Mixture
Part:	C) Mix Design Criteria
Number:	2)
Revision:	Revise part 2) to read as follows: Selection of Optimum AC. Normally, the Department will approve the AC at an air-void content of 4.0 percent. The Engineer may assign an AC corresponding to other air-void levels as deemed appropriate. Ensure the optimum AC is a minimum of 5.2 percent by weight of the total mixture for all 0.5-inch nominal surface mixtures and 5.5 percent by weight of the total mixture for all 0.38-inch nominal surface mixtures.
Subsection:	412.02.09 Material Transfer Vehicle (MTV).
Revision:	Replace the paragraph with the following: Provide and utilize a MTV with the minimum characteristics outlined in section 403.02.10.
Subsection:	412.03.07 Placement and Compaction.
Revision:	Replace the first paragraph with the following: Use a MTV when placing SMA mixture in the driving lanes. The MTV is not required on ramps and/or shoulders unless specified in the contract. When the Engineer determines the use of the MTV is not practical for a portion of the project, the Engineer may waive its requirement for that portion of pavement by a letter documenting the waiver.
Subsection:	412.04 MEASUREMENT.
Revision:	Add the following subsection: 412.04.03. Material Transfer Vehicle (MTV). The Department will not measure the MTV for payment and will consider its use incidental to the asphalt mixture.
Subsection:	501.03.19 Surface Tolerances and Testing Surface.
Part:	B) Ride Quality.
Revision:	Add the following to the end of the first paragraph: The Department will specify if the ride quality requirements are Category A or Category B when ride quality is specified in the Contract. Category B ride quality requirements shall apply when the Department fails to classify which ride quality requirement will apply to the Contract.
Subsection:	501.03.05 Weather Limitations and Protection.
Revision:	Replace the reference to Subsection 501.03.19 in Paragraph 5, with Subsection 501.03.20.
Subsection:	601.02.02 Cement
Revision:	Replace the third sentence with the following: The Department will allow the use of Type IP(\leq 20), Type IS(\leq 30), Type IL, Type II, and Type III when the Engineer approves.
Subsection:	601.02.02 Cement
Revision:	Replace the fifth sentence with the following: If unsatisfactory test results are obtained using Type IP(\leq 20), Type IS(\leq 30), Type IL, Type II, or Type III cement complete the work using Type I cement.

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Subsection:	601.03.02 Concrete Producer Responsibilities.																																																																																															
Part:	E) Trip Tickets.																																																																																															
Revision:	Replace the section with the following: Furnish a trip ticket containing the minimum information shown in the table below. Certify that the data on the ticket is correct and that the mixture conforms to the approved mix design. Ensure that the plant manager or a Level II concrete technician signs the ticket. The Department's jobsite inspector will complete all other necessary information on the back of the trip ticket.																																																																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Contract Id:</td> <td>Proj. Number:</td> <td>Date:</td> <td>County:</td> <td></td> </tr> <tr> <td>Truck No:</td> <td colspan="2">Producer Name:</td> <td colspan="2">SiteManager Sample Id:</td> </tr> <tr> <td>Qty(Yds³):</td> <td colspan="3">Time Loaded (Non Agitated Concrete Only):</td> <td></td> </tr> <tr> <td colspan="5">Begin Mixing Time: _____ AM ____ PM ____ REV _____</td> </tr> <tr> <td colspan="2">Set Retarder Used</td> <td>Yes ___</td> <td>Type ___</td> <td>No ___</td> </tr> <tr> <td colspan="2">Water Reducer Used</td> <td>Yes ___</td> <td>Type ___</td> <td>No ___</td> </tr> <tr> <td colspan="2">Water Underrun</td> <td>_____ Gal/Yd³</td> <td colspan="2">_____ Total Gallons</td> </tr> <tr> <td>Design W/C:</td> <td>Actual W/C:</td> <td colspan="2">Slump (inches)</td> <td></td> </tr> <tr> <td colspan="5">Batch Weight Information:</td> </tr> <tr> <td><u>Material:</u></td> <td><u>Description:</u></td> <td><u>Design Qty:</u></td> <td><u>Required:</u></td> <td><u>Batched:</u></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5">Remarks:</td> </tr> <tr> <td colspan="5"></td> </tr> <tr> <td colspan="5" style="text-align: center;">*The data on this ticket is correct for the approved concrete mix design.*</td> </tr> <tr> <td colspan="5"></td> </tr> <tr> <td colspan="3">Signature: _____</td> <td colspan="2">Date: _____</td> </tr> <tr> <td colspan="5" style="text-align: center;">KRMCA Level II Technician or Plant Manager</td> </tr> </table>		Contract Id:	Proj. Number:	Date:	County:		Truck No:	Producer Name:		SiteManager Sample Id:		Qty(Yds ³):	Time Loaded (Non Agitated Concrete Only):				Begin Mixing Time: _____ AM ____ PM ____ REV _____					Set Retarder Used		Yes ___	Type ___	No ___	Water Reducer Used		Yes ___	Type ___	No ___	Water Underrun		_____ Gal/Yd ³	_____ Total Gallons		Design W/C:	Actual W/C:	Slump (inches)			Batch Weight Information:					<u>Material:</u>	<u>Description:</u>	<u>Design Qty:</u>	<u>Required:</u>	<u>Batched:</u>																Remarks:										*The data on this ticket is correct for the approved concrete mix design.*										Signature: _____			Date: _____		KRMCA Level II Technician or Plant Manager				
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Subsection:	601.03.03 Proportioning and Requirements																																																																																															
Part:	A) Concrete																																																																																															
Revision:	Revise Table for INGREDIENT PROPORTIONS AND REQUIREMENTS FOR VARIOUS CLASSES OF CONCRETE as follows: Replace "M1 w/ Type 1 cement" with "M1 w/ Type 1 or blended hydraulic cement"																																																																																															
Subsection:	601.03.03 Proportioning and Requirements																																																																																															
Part:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures																																																																																															
Revision:	Revise part C) header to read as follows: Mixtures Using Type IP(≤20), IS(≤30), and IL Cement and Mineral Admixtures.																																																																																															
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Revision:	Revise first sentence to read as follows: Type IP(≤20), IS(≤30), IL Cement.																																																																																															
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Number:	2)																																																																																															
Revision:	Revise second sentence to read as follows: The use of fly ash, blast furnace slag cement, or micosilica in concrete is the Contractor's option.																																																																																															

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Subsection:	601.03.03 Proportioning and Requirements
Part:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
Number:	2)
Revision:	Revise the first sentence in the second paragraph to read as follows: When the ability to use blast furnace slag cement or microsilica has not been demonstrated have the concrete producer provide trial batches in accordance with Subsection 601.03.02 G) 1).
Subsection:	601.03.03 Proportioning and Requirements
Part:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
Number:	2)
Part:	b)
Revision:	Revise first sentence to read as follows: Blast Furnace Slag Cement
Subsection:	601.03.03 Proportioning and Requirements
Part:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
Number:	2)
Part:	b)
Revision:	Revise second sentence to read as follows: When added as a separate ingredient, use Grade 120 or Grade 100 slag to reduce the quantity of cement, except do not use blast furnace slag cement to reduce the quantity of Type IS(\leq 30) cement.
Subsection:	601.03.03 Proportioning and Requirements
Part:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
Number:	2)
Part:	b)
Revision:	In part b), replace all references to "GGBF slag" with "blast furnace slag cement".
Subsection:	601.03.04 Classes and Primary Uses
Part:	H) Class M1
Revision:	Revise part H) to read as follows: High early strength for bridge joint repair and full or partial depth bridge deck patching. (Type 1 cement or blended hydraulic cement)
Subsection:	603.03.06 Cofferdams.
Revision:	Replace the seventh sentence of paragraph one with the following: Submit drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.
Subsection:	605.03.04 Tack Welding.
Revision:	Insert the subsection and the following: 605.03.04 Tack Welding. The Department does not allow tack welding.
Subsection:	606.03.17 Special Requirements for Latex Concrete Overlays.
Part:	A) Existing Bridges and New Structures.
Number:	1) Prewetting and Grout-Bond Coat.
Revision:	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
Subsection:	609.03 Construction.
Revision:	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.

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Subsection:	611.03.02 Precast Unit Construction.
Revision:	Replace the first sentence of the subsection with the following: Construct units according to ASTM C1577, replacing Table 1 (Design Requirements for Precast Concrete Box Sections Under Earth, Dead and HL-93 Live Load Conditions) with KY Table 1 (Precast Culvert KYHL-93 Design Table) , and Section 605 with the following exceptions and additions:
Subsection:	613.03.01 Design.
Number:	2)
Revision:	Replace "AASHTO Standard Specifications for Highway Bridges" with "AASHTO LRFD Bridge Design Specifications"
Subsection:	615.06.02
Revision:	Add the following sentence to the end of the subsection. The ends of units shall be normal to walls and centerline except exposed edges shall be beveled $\frac{3}{4}$ inch.
Subsection:	615.06.03 Placement of Reinforcement in Precast 3-Sided Units.
Revision:	Replace the reference of 6.6 in the section to 615.06.06.
Subsection:	615.06.04 Placement of Reinforcement for Precast Endwalls.
Revision:	Replace the reference of 6.7 in the section to 615.06.07.
Subsection:	615.06.06 Laps, Welds, and Spacing for Precast 3-Sided Units.
Revision:	Replace the subsection with the following: Tension splices in the circumferential reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. The overlap of welded wire fabric shall be measured between the outer most longitudinal wires of each fabric sheet. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. For splices other than tension splices, the overlap shall be a minimum of 12" for welded wire fabric or deformed billet-steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be no less than 2 inches and no more than 4 inches. The spacing center to center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 16 inches.
Subsection:	615.06.07 Laps, Welds, and Spacing for Precast Endwalls.
Revision:	Replace the subsection with the following: Splices in the reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. The spacing center-to-center of the wire fabric sheet shall not be less than 2 inches or more than 8 inches.

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Subsection:	615.08.01 Type of Test Specimen.
Revision:	Replace the subsection with the following: Start-up slump, air content, unit weight, and temperature tests will be performed each day on the first batch of concrete. Acceptable start-up results are required for production of the first unit. After the first unit has been established, random acceptance testing is performed daily for each 50 yd ³ (or fraction thereof). In addition to the slump, air content, unit weight, and temperature tests, a minimum of one set of cylinders shall be required each time plastic property testing is performed.
Subsection:	615.08.02 Compression Testing.
Revision:	Delete the second sentence.
Subsection:	615.08.04 Acceptability of Core Tests.
Revision:	Delete the entire subsection.
Subsection:	615.12 Inspection.
Revision:	Add the following sentences to the end of the subsection: Units will arrive at jobsite with the "Kentucky Oval" stamped on the unit which is an indication of acceptable inspection at the production facility. Units shall be inspected upon arrival for any evidence of damage resulting from transport to the jobsite.
Subsection:	701.04.16 Deduction for Pipe Deflection.
Revision:	Insert the following at the end of the paragraph: The section length is determined by the length of the pipe between joints where the failure occurred.
Subsection:	716.02.02 Paint.
Revision:	Replace sentence with the following: Conform to Section 821.
Subsection:	716.03 CONSTRUCTION.
Revision:	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,
Subsection:	716.03.02 Lighting Standard Installation.
Revision:	Replace the paragraph with the following: Locate poles to avoid trees, drainage, structures, etc. Regardless of the station & offset noted, locate all poles/bases behind guardrail a minimum of 4 feet behind the face of the guardrail. All poles shall be placed as close to stations and offsets as stated on Plans to provide proper illumination. If any pole needs to be relocated from stations indicated, the Division of Traffic Operations shall be contacted. When submitting brochures for suggested luminaires include iso lux curves, IES type distribution, lamp lumens, and typical ballast factor used for each type of luminaire. Submit the photometric data in a digital IES format to the Division of Traffic Operations. Include with the submittal a point of contact and phone number to answer technical questions about the luminaire.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	A) Conventional Installation.
Revision:	Replace the third sentence with the following: Orient the transformer base so the door is positioned on the side away from on-coming traffic.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	A) Conventional Installation.
Number:	1) Breakaway Installation and Requirements.
Revision:	Replace the first sentence with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.

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Subsection: 716.03.02 Lighting Standard Installation.
Part: B) High Mast Installation
Revision: Replace the first three sentences of the first paragraph with the following: Install each high mast pole as noted on Plans. Install each high mast pole on a separate circuit and use luminaires with light patterns as indicated. Orient luminaires as shown in Plans.

Subsection: 716.03.02 Lighting Standard Installation.
Part: B) High Mast Installation
Number: 2) Concrete Base Installation
Revision: Modification of Chart and succeeding paragraphs within this section:

Drilled Shaft Depth Data							
Level Ground		3:1 Ground Slope		2:1 Ground Slope		1.5:1 Ground Slope ⁽²⁾	
Soil	Rock	Soil	Rock	Soil	Rock	Soil	Rock
17 ft	7 ft	19 ft	7 ft	20 ft	7 ft	(1)	7 ft
Steel Requirements							
Vertical Bars		Ties or Spiral					
Size	Total	Size	Spacing or Pitch				
#10	16	#4	12 inch				

Note 1: Shaft length is 22 feet for cohesive soil only. For cohesionless soil, contact Geotechnical Branch for design.

Note 2: Do not construct high mast drilled shafts on ground slopes steeper than 1.5:1 without the approval of the Division of Traffic Operations.

If rock is encountered during drilling operations and confirmed by the Engineer to be of sound quality, the shaft is only required to be further advanced into the rock by the length of rock socket shown in the design table. The total length of the shaft need not be longer than that of soil alone. Both longitudinal rebar length and number of ties or spiral length shall be adjusted

If a shorter depth is desired for the drilled shaft, the Contractor shall provide, for the state's review and approval, a detailed column design with individual site specific soil and rock analysis performed and approved by a Professional Engineer licensed in the Commonwealth of Kentucky.

Spiral reinforcement may be substituted for ties. If spiral reinforcement is used, one and one-half closed coils shall be provided at the ends of each spiral unit. Subsurface conditions consisting of very soft clay or very loose saturated sand could result in soil parameters weaker than those assumed. Engineer shall consult with the Geotechnical Branch if such conditions

The bottom of the drilled hole shall be firm and thoroughly cleaned so no loose or compressible materials are present at the time of the concrete placement. If the drilled hole contains standing water, the concrete shall be placed using a tremie to displace water. Continuous concrete flow will be required to insure full displacement of any water.

The reinforcement and anchor bolts shall be adequately supported in the proper positions so no movement occurs during concrete placement. Welding of anchor bolts to the reinforcing cage is unacceptable, templates shall be used. Exposed portions of the foundation shall be formed to create a smooth finished surface. All forming shall be removed upon completion of foundation construction.

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Subsection:	716.03.03 Trenching.
Part:	A) Trenching of Conduit for Highmast Ducted Cables.
Revision:	Add the following after the first sentence: If depths greater than 24 inches are necessary, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.
Subsection:	716.03.03 Trenching.
Part:	B) Trenching of Conduit for Non-Highmast Cables.
Revision:	Add the following after the second sentence: If depths greater than 24 inches are necessary for either situation listed previously, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes.
Subsection:	716.03.04 Conduit Installation.
Revision:	Replace the first two sentences of the paragraph with the following: Provide rigid steel conduit encasement for all conductors except as specified in the Contract. Provide conduit that is listed on the Department's List of Approved Materials.
Subsection:	716.03.04 Conduit Installation.
Part:	A) Conduit Requirements in Junction Boxes.
Number:	1) Highmast Ducted Cable.
Revision:	Replace the first two sentences with the following: Install conduit horizontally through the junction box. Conduit shall be 4 inches from the bottom and 4 inches from the side of the junction box.
Subsection:	716.03.04 Conduit Installation.
Revision:	Add the following to the Part to the Subsection: G) Bore and Jack. Construction methods shall be in accordance with Subsections 706.03.02, paragraphs 1, 2 and 4.
Subsection:	716.03.08 Splicing.
Revision:	Replace the last sentence of the paragraph with the following: Ensure the splices are of the correct size for the wire being used.
Subsection:	716.03.10 Junction Boxes.
Revision:	Replace subsection title with the following: Electrical Junction Box and replace the last sentence of the paragraph with the following: Any additional junction boxes shall be approved by the Engineer.
Subsection:	716.03.13 Temporary Lighting.
Revision:	Change subsection heading to the following: 716.03.13 Temporary/Maintain Lighting.
Subsection:	716.03.13 Temporary /Maintain Lighting.
Revision:	Replace the entire section with the following: The Contractor shall furnish and install all materials necessary to temporarily light the proposed roadway to design standards in Subsection 716.03. The Contractor shall submit his proposed design of temporary lighting to the Division of Traffic Operations for approval at least 30 days before installation. Maintain all lighting elements impacted within or outside the project limits until new lighting elements are installed and a functional inspection has been performed on the new lighting elements. The Contractor shall submit a proposed design for maintaining lighting to the Division of Traffic Operations for approval at least 30 days before installation.

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Subsection: Revision:	716.03.14 Remove Lighting. Replace the section with the following: Remove all lighting equipment that is identified by the Engineer as no longer necessary including, but not limited to, the following: pole bases, poles, junction boxes, cabinets, and wood poles. Pole bases shall be removed a minimum of one foot below finished grade by chipping off or other method that is approved by the Engineer. Dispose of all removed concrete off right-of-way. Wood poles shall be removed a minimum of one foot below finished grade. Backfill holes with material approved by the Engineer. Conduit may be abandoned in the ground. All materials shall be removed from the project as directed by the Engineer. Transformers not owned by a utility shall be tested for PCB's and disposed of in accordance with state regulations.
Subsection: Revision:	716.03.15 Painting. Replace the first sentence with the following: Clean non-galvanized or damaged surfaces of exposed junction boxes, pull boxes, control panels, poles, and similar equipment, and apply one coat of an inhibiting paint and two coats of aluminum paint.
Subsection: Revision:	716.04.01. Poles. Change the subsection heading to 716.04.01 Pole and replace the last sentence of the subsection with the following: The Department will not measure anchor bolts, washers, nuts, anchor bolt covers, ground lugs, and any associated hardware for payment and will consider them incidental to this item of work.
Subsection: Revision:	716.04.02 High Mast Pole. Replace the second sentence with the following: The Department will not measure the lowering device, anchor bolts, head frame assembly, cables, winch unit, power cables, wiring, connectors, circuit breakers, grounding lugs, ground wire, ground rods, conduits, test plugs,, adjustment and calibration of the unit to provide the desired operation, and any associated hardware for payment and will consider them incidental to this item of work.
Subsection: Revision:	716.04.03 Bracket. Replace the second sentence with the following: The Department will not measure any associated hardware needed for attaching the bracket to the pole for payment and will consider them incidental to this item of work.
Subsection: Revision:	716.04.04 Pole Base. Change the subsection heading to 716.04.04 Pole Bases and delete the paragraph.
Subsection: Revision:	716.04.04 Pole Bases. Insert the following: A. Pole Base. The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure excavation, concrete, conduits, fittings, ground rods, ground wires, ground lugs, reinforcing steel, restoring disturbed areas to the satisfaction of the Engineer, and any associated hardware for payment and will consider them incidental to this item of work. B. Pole Base High Mast. The Department will measure the quantity in cubic yards furnished and installed. The Department will not measure excavation, concrete, conduits, fittings, ground rods, ground wires, ground lugs, reinforcing steel, restoring disturbed areas to the satisfaction of the Engineer, and any associated hardware for payment and will consider them incidental to this item of work.

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Subsection:	716.04.05 Pole Base in Median Wall.
Revision:	Replace the last sentence with the following: The Department will not measure conduits, fittings, junction boxes, additional reinforcing steel, ground rods, ground wire, ground lugs, and aluminum cover plates (if specified) for payment, and will consider them incidental to this item of work.
Subsection:	716.04.06 Transformer Base.
Revision:	Replace the last sentence with the following: The Department will not measure transformer door, ground lug, anchoring bolts, nuts, washers, and any associated hardware for payment and will consider them incidental to this item of work. The filling of any unused holes will also be considered incidental to this item of work.
Subsection:	716.04.07 Pole with Secondary Equipment.
Revision:	Replace the heading with the following: 716.04.07 Pole with Secondary Control Equipment.
Subsection:	716.04.07 Pole with Secondary Control Equipment.
Revision:	Replace the second and third sentence with the following: The Department will not measure mounting the cabinet to the pole, backfilling, restoration, any necessary hardware to anchor pole, electrical inspection fees, and required building fees involving utility secondary, and primary service for payment and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breaker, contactor, manual switch, ground rods, ground lugs, and ground wires for payment and will consider them incidental to this item of work. The filling of unused holes will also be considered incidental to this item of work.
Subsection:	716.04.08 Lighting Control Equipment.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure the concrete base, excavation, backfilling, restoration, any necessary anchors, electrical inspection fees, and required building fees involving utility secondary/primary service for payment and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breakers, contactor, manual switch, ground rods, ground lugs, and ground wires for payment and will consider them incidental to this item of work. The Department will not measure the filling of any unused holes with and will consider them incidental to this item of work.
Subsection:	716.04.09 Luminaire.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure lamps, starters, ballasts, drivers, surge protection, dimming modules, photo-control receptacle, specified shielding (if required), and any adjustments necessary to provide the desired lighting pattern for payment and will consider them incidental to this item of work.
Subsection:	716.04.10 Fused Connector Kits.
Revision:	Replace the heading with the following: 716.04.10 Fuse Connector Kits.

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Subsection:	716.04.10 Fuse Connector Kits.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure fuses/lugs for payment and will consider them incidental to this item of work.
Subsection:	716.04.11 Conduit.
Revision:	Replace the second sentence with the following: The Department will not measure installation in ground or on structures, conduit fittings, test plugs, expansion joints with bonding straps, grounding lugs, drill anchors, clamps, and any additional hardware required for payment and will consider them incidental to this item of work.
Subsection:	716.04.12 Markers.
Revision:	Replace the section with the following: The Department will measure the quantity as each individual unit furnished and installed.
Subsection:	716.04.13 Junction Box.
Revision:	Replace the subsection title with the following: Electrical Junction Box Type Various.
Subsection:	716.04.13 Electrical Junction Box Type Various.
Revision:	Replace the section with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure additional junction boxes for greater depths than those identified in Plans, #57 aggregate, backfilling, restoration of disturbed areas to the satisfaction of the Engineer, geotextile filter fabric, concrete, hot dipped galvanized cover, stainless steel screws, rubber gasket, and any associated hardware for payment , and will consider them incidental to this item of work.
Subsection:	716.04.13 Junction Box.
Part:	A) Junction Electrical.
Revision:	Delete Part A.
Subsection:	716.04.14 Trenching and Backfilling.
Revision:	Replace the section with the following: The Department will measure the quantity in linear feet. The Department will not measure excavation, backfilling, underground utility warning tape (if required), and the restoration of disturbed areas to original condition for payment and will consider them incidental to this item of work.
Subsection:	716.04.15 Wire or Cable.
Revision:	Replace the section with the following: The Department will measure the quantity in linear feet furnished and installed. The Department will not measure installation within conduit, splice boots, and any other hardware required for installing cable for payment and will consider them incidental to this item of work.
Subsection:	716.04.16 Ducted Cable.
Revision:	Replace the second sentence of the paragraph with the following: The Department will not measure installation within trench or conduit and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	716.04.17 Temporary Lighting
Revision:	Rename the subsection as follows: 716.04.17 Temporary Lighting/Maintain Lighting.

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Subsection:	716.04.17 Temporary Lighting/Maintain Lighting.																														
Revision:	Delete the paragraph and add the following parts: A) Temporary Lighting. The Department will measure the quantity by lump sum. The Department will not measure poles, luminaires, wire, conduit, trenching and backfilling, control equipment, all relocations and removal, design (if required), and any other necessary hardware to make a complete installation for payment and will consider them incidental to this item of work. B) Maintain Lighting. The Department will measure the quantity by lump sum. The Department will not measure maintenance of lighting elements and design (if required) for payment and will consider them incidental to this item of work.																														
Subsection:	716.04.18 Remove Lighting.																														
Revision:	Replace the paragraph with the following: The Department will measure the quantity by lump sum. The Department will not measure backfilling and the disposal or transportation of equipment and materials associated with any structural or electrical component of the lighting system including, but not limited to pole bases, poles, junction boxes, cabinets, and wood poles for payment and will consider them incidental to this item of work.																														
Subsection:	716.04.19 Remove Pole Base.																														
Revision:	Delete Subsection.																														
Subsection:	716.04.20 Bore and Jack Conduit.																														
Revision:	Renumber Subsection to 716.04.19 Bore and Jack Conduit.																														
Subsection:	716.04.19 Bore and Jack Conduit.																														
Revision:	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway.																														
Subsection:	716.05 PAYMENT.																														
Revision:	Revise the following under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following:																														
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20410ED	Maintain Lighting	Lump Sum																													
04941	Remove Pole Base	Each																													
Subsection:	723.02.02 Paint.																														
Revision:	Replace sentence with the following: Conform to Section 821.																														
Subsection:	723.03 CONSTRUCTION.																														
Revision:	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,																														
Subsection:	723.03.02 Poles and Bases Installation.																														
Revision:	Replace the title with the following: 723.03.02 Pole and Base Installation.																														

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Subsection:	723.03.02 Pole and Base Installation.
Revision:	Replace the first paragraph with the following: Regardless of the station and offset noted, locate all poles/bases behind the guardrail a minimum of four feet from the front face of the guardrail to the front face of the pole base. Orient the handhole door away from traffic travel path. If pole base is installed within a sidewalk the top of the pole base shall be the same grade as the sidewalk.
Subsection:	723.03.02 Poles and Bases Installation.
Part:	A) Steel Strain and Mastarm Poles Installation
Revision:	Replace the title of Part A) Steel Strain and Mast Arm Pole Installation.
Subsection:	723.03.02 Pole and Base Installation.
Part:	A) Steel Strain and Mast Arm Pole Installation.
Revision:	Insert the following sentence at the beginning of the first paragraph: Install pole bases 4 to 6 inches above grade.
Subsection:	723.03.02 Pole and Base Installation.
Part:	A) Steel Strain and Mast Arm Pole Installation.
Revision:	Replace the second paragraph with the following: For concrete base installation, see Subsection 716.03.02 B), 2), Paragraphs 2-6. Drilled shaft depth shall be based on the soil conditions encountered during drilling and slope condition at the site. Refer to the design chart below:
Subsection:	723.03.02 Pole and Base Installation.
Part:	B) Pedestal or Pedestal Post Installation.
Revision:	Replace the second sentence with the following: If over 12 feet high the base shall have the minimum depth and diameter as Subsection 716.03.02 (A), paragraph 2.
Subsection:	723.03.02 Poles and Bases Installation.
Part:	B) Pedestal or Pedestal Post Installation.
Revision:	Replace the fourth sentence of the paragraph with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
Subsection:	723.03.03 Trenching.
Revision:	Replace the first sentence with the following: See Subsection 716.03.03 (B).
Subsection:	723.03.03 Trenching.
Part:	A) Under Roadway.
Revision:	Delete Part A) Under Roadway.
Subsection:	723.03.05 Conduit Requirements in Junction Boxes.
Revision:	Delete the Subsection and replace with the following: 723.03.05 Fuse Connector Kits. See Subsection 716.03.09.
Subsection:	723.03.06 Coupling Installation.
Revision:	Delete the Subsection and replace with the following: 723.03.06 Painting. See Subsection 716.03.15.
Subsection:	723.03.07 Bonding Requirements.
Revision:	Delete the Subsection and replace with the following: 723.03.07 Electrical Junction Boxes. See Subsection 716.03.10.

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Subsection:	723.03.08 Painting.
Revision:	Replace with 723.03.06 Painting. See Subsection 716.03.15.
Subsection:	723.03.09 Underground Warning Tape.
Revision:	Renumber Subsection to 723.03.08 Underground Warning Tape.
Subsection:	723.03.10 Backfilling and Disturbed Areas.
Revision:	Renumber Subsection to 723.03.09 Backfilling and Disturbed Areas.
Subsection:	723.03.11 Wiring Installation.
Revision:	Renumber Subsection to 723.03.10 Wiring Installation.
Subsection:	723.03.10 Wiring Installation.
Revision:	Add the following sentence between the fifth and sixth sentences: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
Subsection:	723.03.12 Loop Installation.
Revision:	Renumber Subsection to 723.03.11 Loop Installation.
Subsection:	723.03.11 Loop Installation.
Revision:	Replace the fourth sentence of the 2nd paragraph with the following: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
Subsection:	723.03.13 Grounding Installation.
Revision:	Renumber Subsection to 723.03.12 Grounding Installation.
Subsection:	723.03.12 Grounding Installation.
Revision:	Replace the reference to "Standard Detail Sheets" in the first sentence with "Plans".
Subsection:	723.03.14 Splicing.
Revision:	Renumber Subsection to 723.03.13 Splicing.
Subsection:	723.03.13 Splicing.
Revision:	Delete the reference to (IMSA 19-2) from the 5th sentence of the paragraph.
Subsection:	723.03.15 Painting.
Revision:	Delete Subsection.
Subsection:	723.03.14 Splicing.
Revision:	Replace with new Subsection 723.03.14 Remove Signal Equipment.
Subsection:	723.03.14 Remove Signal Equipment.
Revision:	Insert the following for the new subsection: Remove all traffic signal equipment that is identified by the Engineer as no longer necessary including, but not limited to, the following: pole bases, poles, junction boxes, cabinets, wood poles, and advance warning flashers. Pole bases shall be removed a minimum of one foot below finished grade by chipping off or other method that is approved by the Engineer. Dispose of all removed concrete off right-of-way. Wood poles shall be removed a minimum of one foot below finished grade. Backfill holes with material approved by the Engineer. Conduit may be abandoned in the ground. Contact the district traffic Engineer to determine if any removed signal equipment needs to be returned to the district and to determine the location/time for such deliveries.
Subsection:	723.05.16 Drawings.
Revision:	Renumber the Subsection to 723.03.15 Drawings.

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Subsection:	723.03.15 Drawings.
Revision:	Replace Subsection with the following: Before final inspection of the traffic control device, provide a complete set of reproducible as-built drawings that show the arrangement and locations of all equipment including: junction boxes, conduits, spare conduits, etc. Keep a daily record of all conduits placed in trenches, showing the distance from the pavement edge, the depth, and the length of runs, and indicate this information on the as-built drawings.
Subsection:	723.03.17 Acceptance and Inspection Requirements.
Revision:	Renumber Subsection to 723.03.16 Acceptance and Inspection Requirements.
Subsection:	723.03.16 Acceptance and Inspection Requirements.
Revision:	Replace the first paragraph of the section with the following: See Subsection 105.12. In coordination with the District Traffic Engineer, energize traffic control device as soon as it is fully functional and ready for inspection. After the work has been completed, conduct an operational test demonstrating that the system operates in accordance with the Plans in the presence of the Engineer. The Department will also conduct its own tests with its own equipment before final acceptance. Ensure that the traffic control device remains operational until the Division of Traffic Operations has provided written acceptance of the electrical work.
Subsection:	723.04.01 Conduit.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure conduit fittings, ground lugs, test plugs, expansion joints, and clamps for payment and will consider them incidental to this item of work.
Subsection:	723.04.02 Junction Box.
Revision:	Replace subsection title with the following: Electrical Junction Box Type Various.
Subsection:	723.04.02 Electrical Junction Box Type Various.
Revision:	Replace the subsection with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure additional junction boxes for greater depths than those identified in Plans, Aggregate (#57), backfilling, restoration of disturbed areas to the satisfaction of the Engineer, geotextile fabric, concrete, hot dipped galvanized cover, stainless steel screws, rubber gasket, and any associated hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.03 Trenching and Backfilling.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, backfilling, underground utility warning tape, and the restoration of disturbed areas to original condition for payment and will consider them incidental to this item of work.
Subsection:	723.04.04 Open Cut Roadway.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure concrete, reinforcing steel, and asphalt for payment and will consider them incidental to this item of work.
Subsection:	723.04.05 Loop Wire.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure splice boots, cable rings, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.06 Cable.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure splice boots, cable rings, and any other hardware for payment and will consider them incidental to this item of work.

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Subsection:	723.04.07 Pole-Wooden.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, and restoring disturbed areas for payment and will consider them incidental to this item of work.
Subsection:	723.04.08 Steel Strain Pole.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, and restoring disturbed areas for payment and will consider them incidental to this item of work.
Subsection:	723.04.09 Mast Arm Pole.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure anchor bolts, arms, mounting brackets, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.10 Signal Pedestal.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure excavation, concrete, reinforcing steel, conduits, fittings, ground rods, ground wire, ground lugs, backfilling, restoring disturbed areas, and other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.11 Post.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, and restoring disturbed areas for payment and will consider them incidental to this item of work.
Subsection:	723.04.12 Anchor.
Revision:	Replace the second sentence of the subsection with the following: . The Department will not measure down-guy, messenger, clamps, guy guard, or insulators, and possible installation in various soil conditions for payment and will consider them incidental to this item of work.
Subsection:	723.04.13 Messenger.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure strand vises, bolts, washers, and other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.14 Install Signal LED.
Revision:	Revise subsection title to 723.04.14 Install Beacon Controller - 2 Circuit.
Subsection:	723.04.14 Install Beacon Controller - 2 Circuit.
Revision:	Replace the subsection with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure the controller housing, mounting equipment, S5-1 school zone sign, time clock, nema flasher, ground rods, ground wires, ground lugs, metering disconnect hardware, electrical inspection fees, and required building fees involving utility secondary/primary service for payment and will consider them incidental to this item of work.

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Subsection:	723.04.15 Loop Saw Slot and Fill.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure sawing, cleaning, filling induction loop saw slot, loop sealant, backer rod, drilling hole for conduit, and grout for payment and will consider them incidental to this item of work.
Subsection:	723.04.16 Pedestrian Detector.
Revision:	Replace the subsection with the following: The Department will measure the quantity as each individual unit furnished, installed and connected to pole/pedestal. The Department will not measure installing R10-3e signs, detector housing, and installing mounting hardware for sign for payment and will consider them incidental to this item of work.
Subsection:	723.04.17 Signal.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure furnishing and installing LED modules, retroreflective tape, back plates, and any other hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.18 Signal Controller- Type 170.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure the concrete base, mounting the cabinet, connecting the signal and detectors, excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, electrical inspection fees, and building fees involving secondary/primary service for payment and will consider them incidental to this item of work. The Department will also not measure furnishing and connecting the induction of loop amplifiers, pedestrian isolators, load switches, model 400 modem card, electrical service conductors, conduits, anchors, meter base, fused cutout, fuses, ground rods, ground wires, and ground lugs for payment and will consider them incidental to this item of work.
Subsection:	723.04.19 Beacon Controller - 2 Circuit.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure the controller housing, mounting equipment, S5-1 school zone sign, time clock, nema flasher, ground rods, ground wires, ground lugs, metering disconnect hardware, electrical inspection fees, and required building fees involving utility secondary/primary service for payment and will consider them incidental to this item of work.
Subsection:	723.04.20 Install Signal Controller - Type 170.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed. The Department will not measure the concrete base, mounting the cabinet, connecting the signal and detectors, excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, electrical inspection fees, and required building fees involving utility secondary/primary service for payment and will consider them incidental to this item of work. The Department will also not measure connecting the induction loop amplifiers, pedestrian isolators, load switches, model 400 modem card for payment and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, conduits, anchors, meter base, fused cutout, fuses, ground rods, ground lugs, and ground wires for payment and will consider them incidental to this item of work.
Subsection:	723.04.21 Install Steel Strain Pole.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure any necessary clamp assemblies for payment and will consider them incidental to this item of work.

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Subsection:	723.04.22 Remove Signal Equipment.
Revision:	Replace the paragraph with the following: The Department will measure the quantity by lump sum. The Department will not measure backfilling and the disposal or transportation of equipment and materials associated with any structural or electrical component of the signal system including, but not limited to pole bases, poles, junction boxes, cabinets, and wood poles for payment and will consider them incidental to this item of work.
Subsection:	723.04.23 Install Span/Pole Mounted Sign.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure the hanger or any other hardware necessary to install the sign for payment and will consider them incidental to this item of work.
Subsection:	723.04.24 Install Pedestrian Head LED.
Revision:	Insert the following sentence at the end of the paragraph: The Department will not measure the installation of LED modules and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.25 Install Signal LED.
Revision:	Insert the following sentence at the end of the paragraph: The Department will not measure the installation of LED modules, retroreflective tape, back plates, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.26 Install Coordinating Unit.
Revision:	Replace the subsection with the following: The Department will measure the quantity as each individual unit installed. The Department will not measure radio, modem, cable(s), antenna(s), router, repeater, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.27 Video Camera.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure video modules, mounting bracket, truss type arm, power cable, coaxial cable, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.28 Install Pedestrian Detector Audible.
Revision:	Replace the second sentence with the following: The Department will not measure installing R10-3e sign, detector housing, and installing mounting hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.29 Audible Pedestrian Detector.
Revision:	Replace the second sentence with the following: The Department will not measure furnishing and installing the R10-3e sign, detector housing, and installing mounting hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.30 Bore and Jack Conduit.
Revision:	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway.

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Subsection:	723.04.31 Install Pedestrian Detector.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed and connected to pole/pedestal. The Department will not measure installing R 10-3e sign, detector housing, and installing mounting hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.32 Install Mast Arm Pole.
Revision:	Replace the second sentence with the following: The Department will not measure installation of arms, signal mounting brackets, anchor bolts, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.33 Pedestal Post.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, backfilling, restoration, furnishing and installing concrete, reinforcing steel, anchor bolts, conduit, fittings, ground rod, ground wire, ground lugs, or any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.34 Span Mounted Sign.
Revision:	Revise subsection title to 723.04.34 Span/Pole-Mounted Sign.
Subsection:	723.04.34 Span/Pole-Mounted Sign.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure the hanger, sign, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.35 Remove and Reinstall Coordinating Unit.
Revision:	Add the following sentence to the end of the subsection: The Department will not measure removing, storage, reinstalling, and connecting radio, modem, cable(s), antenna(s), router, repeater, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.36 Traffic Signal Pole Base.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, restoration, furnishing and installing reinforcing steel, anchor bolts, conduits, ground rods, ground wires, and ground lugs for payment and will consider them incidental to this item of work.
Subsection:	723.04.37 Install Signal Pedestal.
Revision:	Replace the second sentence of the subsection with the following: . The Department will not measure excavation, backfilling, restoration, furnishing and installing concrete, reinforcing steel, conduits, fittings, ground rod, ground wire, ground lugs, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.38 Install Pedestal Post.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, restoration, furnishing and installing concrete, reinforcing steel, conduit, fittings, ground rod, ground wire, ground lugs, and any other necessary hardware for payment and will consider them incidental to this item of work.
Subsection:	723.04.39 Install Antenna.
Revision:	Replace the second sentence of the subsection with the following: The Department will not measure any other materials necessary to complete the installation for payment and will consider them incidental to this item of work.

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Subsection:	723.05 PAYMENT.																					
Revision:	Replace items 04810-04811, 20391NS835, 20392NS835,23052NN and add item number 24526ED under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following:																					
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23052NN	Span/Pole-Mounted Sign	Each																				
24526ED	Install Beacon Controller 2 Cir	Each																				
Subsection:	801.01 REQUIREMENTS																					
Revision:	Replace first sentence in paragraph one with the following: Provide Portland cement <i>or blended hydraulic cement</i> from approved mills listed in the Department's List of Approved Materials.																					
Subsection:	801.01 REQUIREMENTS																					
Number:	1)																					
Revision:	Replace first sentence with the following: Type I, II, III, and IV <i>Portland cement</i> conforms to ASTM C 150.																					
Subsection:	801.01 REQUIREMENTS																					
Number:	3)																					
Revision:	Replace the first sentence with the following: Type IP (≤ 20), Portland-pozzolan cement, conforms to ASTM C595, and the following additional requirements to Type IP (≤ 20).																					
Subsection:	801.01 REQUIREMENTS																					
Number:	3)																					
Part:	b)																					
Revision:	Delete part b)																					
Subsection:	801.01 REQUIREMENTS																					
Number:	3)																					
Part:	c)																					
Revision:	Rename Part c) to Part b) and replace the text with the following: The cement manufacturer shall furnish to the Engineer reports showing the results of tests performed on the fly ash used in the manufacture of the Type IP(≤ 20) cement shipped to the project.																					
Subsection:	801.01 REQUIREMENTS																					
Number:	3)																					
Part:	d)																					
Revision:	Rename Part d) to Part c)																					
Subsection:	801.01 REQUIREMENTS																					
Number:	3)																					
Part:	e)																					
Revision:	Rename Part e) to Part d) and replace the text with the following: Use only one brand of Type IP(≤ 20) cement throughout the project, unless the Engineer approved a change in brand in writing.																					
Subsection:	801.01 REQUIREMENTS																					
Number:	4)																					
Revision:	Replace first sentence with the following: Type IS(≤ 30), Portland blast furnace slag cement, conforms to ASTM C 595 and the following requirements:																					

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Subsection:	801.01 REQUIREMENTS
Number:	4)
Part:	a)
Revision:	Replace part a) with the following: Use Grade 100 or 120 blast furnace slag cement conforming to the requirements of ASTM C 989.
Subsection:	801.01 REQUIREMENTS
Number:	4)
Part:	b)
Revision:	Delete part b)
Subsection:	801.01 REQUIREMENTS
Number:	4)
Part:	c)
Revision:	Rename Part c) to Part b) and replace the text with the following: The cement manufacturer shall furnish to the Engineer reports showing the results of the tests performed on the blast furnace slag cement used in the manufacturing of the Type IS(\leq 30) shipped to the project.
Subsection:	801.01 REQUIREMENTS
Number:	4)
Part:	d)
Revision:	Rename Part d) to Part c)
Subsection:	801.01 REQUIREMENTS
Number:	4)
Part:	e)
Revision:	Rename Part e) to Part d) and replace the text with the following: Use only one brand of Type IS(\leq 30) cement throughout the project, unless the Engineer approves otherwise.
Subsection:	801.01 REQUIREMENTS
Number:	5)
Revision:	Insert part 5) as the following: Type IL(5-15), Portland-limestone cement, conforms to ASTM C 595 and the following additional requirements:
Subsection:	801.01 REQUIREMENTS
Number:	5)
Part:	a)
Revision:	Insert part a) as the following: The cement manufacturer shall furnish to the Engineer reports showing the results of test performed on the limestone used in the manufacture of the Type IL cement shipped to the project.
Subsection:	801.01 REQUIREMENTS
Number:	5)
Part:	b)
Revision:	Insert part b) as the following: Use only one brand of Type IL cement throughout the project, unless the Engineer approves a brand change in writing.
Subsection:	801.01 REQUIREMENTS
Number:	5)
Part:	c)
Revision:	Insert part c) as the following: The Type IL blended cement shall be an intimate and uniform blend produced by intergrinding of the Portland cement and limestone.
Subsection:	804.01.02 Crushed Sand.
Revision:	Delete last sentence of the section.

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Subsection:	804.01.06 Slag.														
Revision:	Add subsection and following sentence. Provide blast furnace slag sand where permitted. The Department will allow steel slag sand only in asphalt surface applications.														
Subsection:	804.04 Asphalt Mixtures.														
Revision:	Replace the subsection with the following: Provide natural, crushed, conglomerate, or blast furnace slag sand, with the addition of filler as necessary, to meet gradation requirements. The Department will allow any combination of natural, crushed, conglomerate or blast furnace slag sand when the combination is achieved using cold feeds at the plant. The Engineer may allow other fine aggregates.														
Subsection:	806.03.01 General Requirements.														
Revision:	Replace the second sentence of the paragraph with the following: Additionally, the material must have a minimum solubility of 99.0 percent when tested according to AASHTO T 44 and PG 76-22 must exhibit a minimum recovery of 60 percent, with a J _{NR} (non-recoverable creep compliance) between 0.1 and 0.5, when tested according to AASHTO TP 70.														
Subsection:	806.03.01 General Requirements.														
Table:	PG Binder Requirements and Price Adjustment Schedule														
Revision:	Replace the Elastic Recovery, % ⁽³⁾ (AASHTO T301) and all corresponding values in the table with the following:														
	<table border="1"> <thead> <tr> <th>Test</th> <th>Specification</th> <th>100% Pay</th> <th>90% Pay</th> <th>80% Pay</th> <th>70% Pay</th> <th>50%Pay⁽¹⁾</th> </tr> </thead> <tbody> <tr> <td>MSCR recovery, %⁽³⁾ (AASHTO TP 70)</td> <td>60 Min.</td> <td>≥58</td> <td>56</td> <td>55</td> <td>54</td> <td><53</td> </tr> </tbody> </table>	Test	Specification	100% Pay	90% Pay	80% Pay	70% Pay	50%Pay ⁽¹⁾	MSCR recovery, % ⁽³⁾ (AASHTO TP 70)	60 Min.	≥58	56	55	54	<53
Test	Specification	100% Pay	90% Pay	80% Pay	70% Pay	50%Pay ⁽¹⁾									
MSCR recovery, % ⁽³⁾ (AASHTO TP 70)	60 Min.	≥58	56	55	54	<53									
Subsection:	806.03.01 General Requirements.														
Table:	PG Binder Requirements and Price Adjustment Schedule														
Superscript:	(3)														
Revision:	Replace (3) with the following: Perform testing at 64°C.														
Subsection:	808.07 Polypropylene Waterproofing Membrane.														
Revision:	Replace the paragraph and table with the following: Furnish a layered waterproofing membrane. The layers will consist of an internal puncture resistant woven polypropylene fabric sandwiched between two rubberized mastic layers. The mastic will have a heavy polyethylene membrane attached on the top and the bottom mastic layer will be covered by a protective release film.														
Subsection:	808.09 Acceptance.														
Revision:	Replace the reference to "KMIMS" in the second paragraph with SiteManager.														
Subsection:	811.10.04 Properties of the Coated Bar.														
Part:	B) Flexibility of Coating.														
Revision:	Replace the second sentence of the paragraph with the following: Ensure that the coated bars are capable of being bent to 180 degrees (after rebound) over a mandrel, without any visible evidence of cracking the coating.														
Subsection:	813.04 Gray Iron Castings.														
Revision:	Replace the reference to "AASHTO M105" with "ASTM A48".														
Subsection:	813.09.02 High Strength Steel Bolts, Nuts, and Washers.														
Number:	A) Bolts.														
Revision:	Delete first paragraph and "Hardness Number" Table. Replace with the following: A) Bolts. Conform to ASTM A325 (AASHTO M164) or ASTM A490 (AASHTO 253) as applicable.														

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Subsection:	814.04.02 Timber Guardrail Posts.
Revision:	Third paragraph, replace the reference to "AWPA C14" with "AWPA U1, Section B, Paragraph 4.1".
Subsection:	814.04.02 Timber Guardrail Posts.
Revision:	Replace the first sentence of the fourth paragraph with the following: Use any of the species of wood for round or square posts covered under AWPA U1.
Subsection:	814.04.02 Timber Guardrail Posts.
Revision:	Fourth paragraph, replace the reference to "AWPA C2" with "AWPA U1, Section B, Paragraph 4.1".
Subsection:	814.04.02 Timber Guardrail Posts.
Revision:	Delete the second sentence of the fourth paragraph.
Subsection:	814.05.02 Composite Plastic.
Revision:	1) Add the following to the beginning of the first paragraph: Select composite offset blocks conforming to this section and assure blocks are from a manufacturer included on the Department's List of Approved Materials. 2) Delete the last paragraph of the subsection.
Subsection:	816.07.02 Wood Posts and Braces.
Revision:	First paragraph, replace the reference to "AWPA C5" with "AWPA U1, Section B, Paragraph 4.1".
Subsection:	816.07.02 Wood Posts and Braces.
Revision:	Delete the second sentence of the first paragraph.
Subsection:	818.07 Preservative Treatment.
Revision:	First paragraph, replace all references to "AWPA C14" with "AWPA U1, Section A".
Subsection:	833.01.02 Sheeting Signs.
Revision:	Replace the second sentence with the following: Provide a thickness of 125 mils if any single edge dimension of the sign exceeds 3 feet.
Subsection:	834.14 Lighting Poles.
Revision:	Replace the first sentence with the following: Lighting pole design shall be in accordance with loading and allowable stress requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims, with the exception of the following: The Cabinet will waive the requirement stated in the first sentence of Section 5.14.6.2 – Reinforced Holes and Cutouts for high mast poles (only). The minimum diameter at the base of the pole shall be 22 inches for high mast poles (only).
Subsection:	834.14.03 High Mast Poles.
Revision:	Remove the second and fourth sentence from the first paragraph.
Subsection:	834.14.03 High Mast Poles.
Revision:	Replace the third paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.

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Subsection:	834.14.03 High Mast Poles.
Revision:	<p>Replace paragraph six with the following: Provide a pole section that conforms to ASTM A 595 grade A with a minimum yield strength of 55 KSI or ASTM A 572 with a minimum yield strength of 55 KSI. Use tubes that are round or 16 sided with a four inch corner radius, have a constant linear taper of .144 in/ft and contain only one longitudinal seam weld. Circumferential welded tube butt splices and laminated tubes are not permitted. Provide pole sections that are telescopically slip fit assembled in the field to facilitate inspection of interior surface welds and the protective coating. The minimum length of the telescopic slip splices shall be 1.5 times the inside diameter of the exposed end of the female section. Use longitudinal seam welds as commended in Section 5.15 of the AASHTO 2013 Specifications. The thickness of the transverse base shall not be less than 2 inches. Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration groove weld with backup bar.</p> <p>The handhole cover shall be removable from the handhole frame. On the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department's standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM A 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7-gauge stainless steel to provide adjustability to insure weather-tight fit for the cover. The minimum clear distance between the transverse plate and the bottom opening of the handhole shall not be less than the diameter of the bottom tube of the pole but needs to be at least 15 inches. Provide products that are hot-dip galvanized to the requirements of either ASTM A123 (fabricated products) or ASTM A 153 (hardware items).</p>
Subsection:	834.16 ANCHOR BOLTS.
Revision:	Insert the following sentence at the beginning of the paragraph: The anchor bolt design shall follow the NCHRP Report 494 Section 2.4 and NCHRP 469 Appendix A Specifications.
Subsection:	834.17.01 Conventional.
Revision:	Add the following sentence after the second sentence: Provide a waterproof sticker mounted on the bottom of the housing that is legible from the ground and indicates the wattage of the fixture by providing the first two numbers of the wattage.
Subsection:	834.21.01 Waterproof Enclosures.
Revision:	Replace the last five sentences in the second paragraph with the following sentences: Provide a cabinet door with a louvered air vent, filter-retaining brackets and an easy to clean metal filter. Provide a cabinet door that is keyed with a factory installed standard no. 2 corbin traffic control key. Provide a light fixture with switch and bulb. Use a 120-volt fixture and utilize a L.E.D. bulb (equivalent to 60 watts minimum). Fixture shall be situated at or near the top of the cabinet and illuminate the contents of the cabinet. Provide a 120 VAC GFI duplex receptacle in the enclosure with a separate 20 amp breaker.

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Subsection:	835.07 Traffic Poles.
Revision:	Replace the first sentence of the first paragraph with the following: Pole diameter and wall thickness shall be calculated in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
Subsection:	835.07 Traffic Poles.
Revision:	*Replace the first sentence of the fourth paragraph with the following: Ensure transverse plates have a thickness ≥ 2 inches. *Add the following sentence to the end of the fourth paragraph: The bottom pole diameter shall not be less than 16.25 inches.
Subsection:	835.07 Traffic Poles.
Revision:	Replace the third sentence of the fifth paragraph with the following: For anchor bolt design, pole forces shall be positioned in such a manner to maximize the force on any individual anchor bolt regardless of the actual anchor bolt orientation with the pole.
Subsection:	835.07 Traffic Poles.
Revision:	Replace the first and second sentence of the sixth paragraph with the following: The pole handhole shall be 25 inches by 6.5 inches. The handhole cover shall be removable from the handhole frame. On the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department's standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7 gauge stainless steel to provide adjustability to insure a weather-tight fit for the cover. The minimum clear distance between the transverse plate and the bottom opening of the handhole shall not be less than the diameter of the bottom tube but needs to be at least 12 inches.
Subsection:	835.07 Traffic Poles.
Revision:	*Replace the first sentence of the last paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky. *Replace the third sentence of the last paragraph with the following: All tables referenced in 835.07 are found in the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
Subsection:	835.07.01 Steel Strain Poles.
Revision:	Replace the second sentence of the second paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.
Subsection:	835.07.01 Steel Strain Poles.
Revision:	Replace number 7. after the second paragraph with the following: 7. Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.
Subsection:	835.07.02 Mast Arm Poles.
Revision:	Replace the second sentence of the fourth paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.

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Subsection:	835.07.02 Mast Arm Poles.		
Revision:	Replace number 7) after the fourth paragraph with the following: 7) Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.		
Subsection:	835.07.03 Anchor Bolts.		
Revision:	Add the following to the end of the paragraph: There shall be two steel templates (one can be used for the headed part of the anchor bolt when designed in this manner) provided per pole. Templates shall be contained within a 26.5 inch diameter. All templates shall be fully galvanized (ASTM A 153).		
Subsection:	835.16.05 Optical Units.		
Revision:	Replace the 3rd paragraph with the following: The list of certified products can be found on the following website: http://www.intertek.com .		
Subsection:	835.19.01 Pedestrian Detector Body.		
Revision:	Replace the first sentence with the following: Provide a four holed pole mounted aluminum rectangular housing that is compatible with the pedestrian detector.		
Subsection:	843.01.01 Geotextile Fabric.		
Table:	TYPE I FABRIC GEOTEXTILES FOR SLOPE PROTECTION AND CHANNEL LINING		
Revision:	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value⁽¹⁾</u>	<u>Test Method</u>
	CBR Puncture (lbs)	494	ASTM D6241
	Permittivity (1/s)	0.7	ASTM D4491
Subsection:	843.01.01 Geotextile Fabric.		
Table:	TYPE II FABRIC GEOTEXTILES FOR UNDERDRAINS		
Revision:	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value⁽¹⁾</u>	<u>Test Method</u>
	CBR Puncture (lbs)	210	ASTM D6241
	Permittivity (1/s)	0.5	ASTM D4491
Subsection:	843.01.01 Geotextile Fabric.		
Table:	TYPE III FABRIC GEOTEXTILES FOR SUBGRADE OR EMBANKMENT STABILIZATION		
Revision:	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value⁽¹⁾</u>	<u>Test Method</u>
	CBR Puncture (lbs)	370	ASTM D6241
	Permittivity (1/s)	0.05	ASTM D4491
Subsection:	843.01.01 Geotextile Fabric.		
Table:	TYPE IV FABRIC GEOTEXTILES FOR EMBANKMENT DRAINAGE BLANKETS AND PAVEMENT EDGE DRAINS		
Revision:	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value⁽¹⁾</u>	<u>Test Method</u>
	CBR Puncture (lbs)	309	ASTM D6241
	Permittivity (1/s)	0.5	ASTM D4491

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Subsection:	843.01.01 Geotextile Fabric.		
Table:	TYPE V HIGH STRENGTH GEOTEXTILE FABRIC		
Revision:	Make the following changes to the chart:		
	<u>Property</u>	<u>Minimum Value⁽¹⁾</u>	<u>Test Method</u>
	CBR Puncture (lbs)	618	ASTM D6241
	Apparent Opening Size	U.S. #40 ⁽³⁾	ASTM D4751
	⁽³⁾ Maximum average roll value.		

SPECIAL NOTE FOR TURF REINFORCING MAT

1.0 DESCRIPTION. Install turf reinforcement mat at locations specified in the Contract or as the Engineer directs. Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS.

2.1 Turf Reinforcement Mat (TRM). Use a Turf Reinforcement Mat defined as permanent rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a three-dimensional matrix of sufficient thickness and from the Department's List of Approved Materials. Mats must be 100% UV stabilized materials. For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting exclusively. Ensure product labels clearly show the manufacturer or supplier name, style name, and roll number. Ensure labeling, shipment and storage follows ASTM D-4873. The Department will require manufacturer to provide TRMs that are machine constructed web of mechanically or melt bonded nondegradable fibers entangled to form a three dimensional matrix. The Department will require all long term performance property values in table below to be based on non degradable portion of the matting alone. Approved methods include polymer welding, thermal or polymer fusion, or placement of fibers between two high strength biaxially oriented nets mechanically bound by parallel stitching with polyolefin thread. Ensure that mats designated in the plans as Type 4 mats, are not to be manufactured from discontinuous or loosely held together by stitching or glued netting or composites. Type 4 mats shall be composed of geosynthetic matrix that exhibits a very high interlock and reinforcement capacities with both soil and root systems and with high tensile modulus. The Department will require manufacturer to use materials chemically and biologically inert to the natural soil environments conditions. Ensure the blanket is smolder resistant without the use of chemical additives. When stored, maintain the protective wrapping and elevate the mats off the ground to protect them from damage. The Department will not specify these materials for use in heavily acidic coal seam areas or other areas with soil problems that would severally limit vegetation growth.

- A) Dimensions. Ensure TRMs are furnished in strips with a minimum width of 4 feet and length of 50 feet.
- B) Weight. Ensure that all mat types have a minimum mass per unit area of 7 ounces per square yard according to ASTM D 6566.
- C) Performance Testing: The Department will require AASHTO's NTPEP index testing. The Department will also require the manufacturer to perform internal MARV testing at a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory for tensile strength, tensile elongation, mass per unit area, and thickness once every 24,000 yds of production or whatever rate is required to ensure 97.7% confidence under ASTM D4439& 4354. The Department will require Full scale testing for slope and channel applications shear stress shall be done under ASTM D 6459, ASTM D 6460-07 procedures.

2.2 Classifications

The basis for selection of the type of mat required will be based on the long term shear stress level of the mat of the channel in question or the degree of slope to protect and will be designated in the contract. The Type 4 mats are to be used at structural backfills protecting critical

structures, utility cuts, areas where vehicles may be expected to traverse the mat, channels with large heavy drift, and where higher factors of safety, very steep slopes and/or durability concerns are needed as determined by project team and designer and will be specified in the plans by designer.

Turf Reinforcement Matting					
Properties ¹	Type 1	Type 2	Type 3	Type 4	Test Method
Minimum tensile Strength lbs/ft	125	150	175	3000 by 1500	ASTM D6818 ²
UV stability (minimum % tensile retention)	80	80	80	90	ASTM D4355 ³ (1000-hr exposure)
Minimum thickness (inches)	0.25	0.25	0.25	0.40	ASTM D6525
Slopes applications	2H:1V or flatter	1.5H:1V or flatter	1H:1V or flatter	1 H: 1V or greater	
Shear stress lbs/ft ² Channel applications	6.0 ⁴	8.0 ⁴	10.0 ⁴	12.0 ⁴	ASTM D6459 ASTM D6460-07

¹ For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting alone.

²Minimum Average Roll Values for tensile strength of sample material machine direction.

³Tensile Strength percentage retained after stated 1000 hr duration of exposure under ASTM D4355 testing. Based on nondegradable components exclusively.

⁴Maximum permissible shear design values based on short-term (0.5 hr) vegetated data obtained by full scale flume testing ASTM D6459, D6460-07. Based on nondegradable components exclusively. Testing will be done at Independent Hydraulics Facility such as Colorado State University hydraulics laboratory, Utah State University hydraulics laboratory, Texas Transportation Institute (TTI) hydraulics and erosion control laboratory.

2.3 Quality Assurance Sampling, Testing, and Acceptance

- A) Provide TRM listed on the Department’s List of Approved Materials. Prior to inclusion on the LAM, the manufacturer of TRM must meet the physical and performance criteria as outlined in the specification and submit a Letter Certifying compliance of the product under the above ASTM testing procedures and including a copy of report from Full Scale Independent Hydraulics Facility that Fully Vegetated Shear Stress meets shear stress requirements tested under D6459 and D6460-07.
- B) Contractors will provide a Letter of Certification from Manufacturer stating the product name, manufacturer, and that the product MARV product unit testing results meets Department criteria. Provide Letters once per project and for each product.
- C) Acceptance shall be in accordance with ASTM D-4759 based on testing performed by a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory using Procedure A of ASTM D-4354.

Current mats meeting the above criteria are shown on the Department’s List of Approved Materials.

2.4 Fasteners. When the mat manufacturer does not specify a specific fastener, use steel wire U-shaped staples with a minimum diameter of 0.09 inches (11 gauge), a minimum width of one inch and a minimum length of 12 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils as directed by Engineer or Manufacturer’s Representative. Provide staples with colored tops when requested by the Engineer.

3.0 CONSTRUCTION. When requested by the Engineer, provide a Manufacturer’s Representative on-site to oversee and approve the initial installation of the mat. When requested by the Engineer, provide a letter from the Manufacturer approving the installation. When there is a conflict between the Department’s criteria and the Manufacturer’s criteria, construct using the more restrictive. The Engineer and Manufacturer’s Representative must approve all alternate installation methods prior to execution. Construct according to the Manufacturer’s recommendations and the following as minimum installation technique:

3.1 Site Preparation. Grade areas to be treated with matting and compact. Remove large rocks, soil clods, vegetation, roots, and other sharp objects that could keep the mat from intimate contact with subgrade. Prepare seedbed by loosening the top 2 to 3 inch of soil.

3.2 Installation. Install mats according to Standard Drawing Sepias “Turf Mat Channel Installation” and “Turf Mat Slope Installation.” Install mats at the specified elevation and alignment. Anchor the mats with staples with a minimum length of 12 inches. Use longer anchors for installations in sandy, loose, or wet soils as directed by the Engineer or Manufacturer’s Representative. The mat should be in direct contact with the soil surface.

4.0 MEASUREMENT. The Department will measure the quantity of Turf Reinforcement Mat by the square yard of surface covered. The Department will not measure preparation of the bed, providing a Manufacturer’s Representative, topsoil, or seeding for payment and will consider them incidental to the Turf Reinforcement Mat. The Department will not measure any reworking of slopes or channels for payment as it is considered corrective work and incidental to the Turf Reinforcement Mat. Seeding and protection will be an incidental item.

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>
23274EN11F	Turf Reinforcement Mat 1	Square Yard
23275EN11F	Turf Reinforcement Mat 2	Square Yard
23276EN11F	Turf Reinforcement Mat 3	Square Yard
23277EN11F	Turf Reinforcement Mat 4	Square Yard

April 18, 2009

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

This Special Provision will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Construct a soil, granular, or rock embankment with granular or cohesive pile core and place structure granular backfill, as the Plans require. Construct the embankment according to the requirements of this Special Provision, the Plans, Standard Drawing RGX 100 and 105, and the 2012 Standard Specifications.

2.0 MATERIALS.

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

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

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

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

2.5 Structure Granular Backfill. Conform to Subsection 805.11

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

3.0 CONSTRUCTION.

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

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

granular backfill and granular or rock embankment.

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

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

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

Certain projects may require widening of existing embankments and the removal of substructures. Construct embankment according to the plans. Substructure removal shall be completed according to the plans and Section 203. Excavation may be required at the existing embankment in order to place the structure granular backfill as shown in the Standard Drawings.

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

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

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

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

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

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

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

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of the slope over the entire area of the embankment slopes on each side of, and in front of, the

end bent. Cover the fabric with at least 12 inches of non-erodible material.

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

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

4.0 MEASUREMENT.

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

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

4.2 Rock Embankment. The Department will not measure for payment any rock embankment and will consider it incidental to roadway excavation or embankment in place, as applicable. Rock embankments will be constructed using granular embankment on projects where there is no available rock present within the excavation limits of the project.

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

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

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

The Department will not measure structure excavation at the end bent or an existing embankment for payment and will consider it incidental to Structure Granular Backfill.

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

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

4.7 End Bent. The Department will measure the quantities according to the

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

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02223	Granular Embankment	Cubic Yards
20209EP69	Granular Pile Core	Cubic Yards
20210EP69	Cohesive Pile Core	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards
02596, 02599	Geotextile Fabric, Type	See Section 214

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

June 15, 2012

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

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

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

(1) The number and work hours of minority and 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

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

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

**KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972**

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

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (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

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (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: KY160102 08/26/2016 KY102

Superseded General Decision Number: KY20150102

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	02/19/2016
2	03/25/2016
3	04/22/2016
4	05/06/2016
5	05/13/2016
6	06/03/2016
7	07/01/2016
8	08/26/2016

BRIN0004-002 06/01/2015

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

Rates Fringes

BRICKLAYER
Ballard, Caldwell,

Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 29.52	13.37
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 25.96	10.64
Daviess, Hancock, Henderson, McLean, Union, and Webster Counties.....	\$ 28.68	13.72

BRTN0004-005 06/01/2015

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, and
 WARREN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.96	10.64

CARP0357-002 04/01/2016

	Rates	Fringes
CARPENTER.....	\$ 27.70	17.03
Diver.....	\$ 41.93	17.03
PILEDRIVERMAN.....	\$ 27.95	17.03

ELEC0369-006 06/01/2016

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.56	16.10

ELEC0429-001 06/01/2015

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 24.84	11.90

ELEC0816-002 06/01/2015

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
 FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,
 HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.03	25.5%+6.35

Cable spicers receive \$.25 per hour additional.

ELEC1701-003 01/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.15	14.69

Cable spicers receive \$.25 per hour additional.

ELEC1925-002 01/01/2015

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

	Rates	Fringes
CABLE SPLICER.....	\$ 25.00	10.27
ELECTRICIAN.....	\$ 24.55	11.51

ENGI0181-017 07/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.95	14.40
GROUP 2.....	\$ 27.26	14.40
GROUP 3.....	\$ 27.68	14.40
GROUP 4.....	\$ 26.96	14.40

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 equals or exceeds 150 ft. - \$1.00 above Group 1 rate

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

IRON0070-005 06/01/2016

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

	Rates	Fringes
IRONWORKER		
Structural; Ornamental;		
Reinforcing; Precast		
Concrete Erectors.....	\$ 27.91	21.11

IRON0103-004 08/01/2015

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES
BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);
CALDWELL COUNTY (Northeastern third, including the Township of Creswell);
CHRISTIAN COUNTY (Northern third, including the Townships of

Apex, Crofton, Kelly, Mannington & Wynns);
 CRITTENDEN COUNTY (Northeastern half, including the Townships
 of Grove, Mattoon, Repton, Shady Grove & Tribune);
 MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction,
 Benton, Brennen, Browder, Central City, Cleaton, Depoy,
 Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City,
 Martwick, McNary, Millport, Moorman, Nelson, Paradise,
 Powderly, South Carrollton, Tarina & Weir)

	Rates	Fringes
Ironworkers:.....	\$ 28.14	18.675

 IRON0492-003 05/01/2014

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

	Rates	Fringes
Ironworkers:.....	\$ 24.33	11.48

 IRON0782-006 05/01/2016

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,
 LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES
 CALDWELL COUNTY (Southwestern two-thirds, including the
 Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown,
 Dulaney, Farmersville, Fredonia, McGowan, Otter Pond &
 Princeton);
 CHRISTIAN COUNTY (Western third, Excluding the Townships of
 Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky,
 Herndon, Hopkinsville, Howell, Masonville, Pembroke &
 Thompsonville);
 CRITTENDEN COUNTY (Southwestern half, including the Townships
 of Crayne, Dycusburg, Frances, Marion, Mexico, Midway,
 Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total contract cost of \$20,000,000.00 or above.....	\$ 27.59	22.94
All Other Work.....	\$ 26.00	21.52

 LABO0189-005 07/01/2015

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.30	12.46
GROUP 2.....	\$ 22.55	12.46
GROUP 3.....	\$ 22.60	12.46
GROUP 4.....	\$ 23.20	12.46

LABORER CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; 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; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

LABO0189-006 07/01/2014

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.66	11.10
GROUP 2.....	\$ 22.91	11.10
GROUP 3.....	\$ 22.96	11.10
GROUP 4.....	\$ 23.56	11.10

LABORER CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; 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; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

 LABO0561-001 07/01/2016

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.01	14.00
GROUP 2.....	\$ 22.26	14.00
GROUP 3.....	\$ 22.31	14.00
GROUP 4.....	\$ 22.91	14.00

LABORER CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; 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; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

PAIN0032-002 05/01/2016

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 33.56	15.18
All Other Work.....	\$ 31.26	15.18

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

PAIN0118-003 06/01/2014

EDMONSON COUNTY:

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

PAIN0156-006 04/01/2015

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

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

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

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

PAIN0456-003 01/01/2015

ALLEN, BUTLER, LOGAN, MUHLENBERG, SIMPSON, TODD & WARREN
COUNTIES:

	Rates	Fringes
Painters:		
BRIDGES		
Brush & Roller.....	\$ 23.25	9.95
Spray; Sandblast; Power Tools; Waterblast & Steam Cleaning.....	\$ 24.25	9.95
ALL OTHER WORK		
Brush & Roller.....	\$ 19.25	9.95
Spray; Sandblast; Power Tools; Waterblast & Steam		

Cleaning.....\$ 20.25 9.95

ALL OTHER WORK - HIGH TIME PAY

Over 35 feet (up to 100 feet) - \$1.00 above base wage
100 feet and over - \$2.00 above base wage

DURING SPRAY PAINTING AND SANDBLASTING OPERATIONS, POT
TENDERS SHALL RECEIVE THE SAME WAGE RATES AS THE SPRAY
PAINTER OR NOZZLE OPERATOR

PAIN0500-002 06/01/2015

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

	Rates	Fringes
Painters:		
Bridges.....	\$ 26.85	12.35
All Other Work.....	\$ 20.60	12.35

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

* PLUM0184-002 07/01/2016

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

	Rates	Fringes
Plumber; Steamfitter.....	\$ 34.36	16.78

PLUM0502-004 08/01/2015

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 32.00	19.13

PLUM0633-002 07/01/2015

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 31.54	14.78

TEAM0089-003 03/30/2014

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

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1.....	\$ 19.58	17.83
Group 2.....	\$ 19.76	17.83
Group 3.....	\$ 19.84	17.83
Group 4.....	\$ 19.86	17.83

GROUP 1 - Greaser; Tire Changer

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

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker; Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TEAM0215-003 03/31/2013

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

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 20.93	16.85
Group 2.....	\$ 21.16	16.85
Group 3.....	\$ 21.23	16.85
Group 4.....	\$ 21.24	16.85

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

TEAM0236-001 03/31/2013

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,

FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL,
MCCRACKEN, TODD & TRIGG COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 19.38	16.85
Group 2.....	\$ 19.56	16.85
Group 3.....	\$ 19.56	16.85
Group 4.....	\$ 19.66	16.85
Group 5.....	\$ 19.64	16.85

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5: Mixer All Types

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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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-16-I-HWY dated July 1, 2016.

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
5.2%	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 Graves 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

PROPOSAL BID ITEMS

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Report Date 9/2/16

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	823.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	11.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	1.00	TON		\$	
0040	00212		CL2 ASPH BASE 1.00D PG64-22	588.00	TON		\$	
0050	00301		CL2 ASPH SURF 0.38D PG64-22	138.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0060	00078		CRUSHED AGGREGATE SIZE NO 2	137.00	TON		\$	
0070	00440		ENTRANCE PIPE-15 IN	88.00	LF		\$	
0080	01000		PERFORATED PIPE-4 IN	24.00	LF		\$	
0090	01010		NON-PERFORATED PIPE-4 IN	16.00	LF		\$	
0100	01020		PERF PIPE HEADWALL TY 1-4 IN	2.00	EACH		\$	
0110	01890		ISLAND HEADER CURB TYPE 1	100.00	LF		\$	
0120	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	40.00	EACH		\$	
0130	01990		DELINEATOR FOR BARRIER WALL-B/W	12.00	EACH		\$	
0140	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0150	02159		TEMP DITCH	447.00	LF		\$	
0160	02160		CLEAN TEMP DITCH	894.00	LF		\$	
0170	02230		EMBANKMENT IN PLACE	11,702.00	CUYD		\$	
0180	02242		WATER (FOR DUST CONTROL)	20.00	MGAL		\$	
0190	02351		GUARDRAIL-STEEL W BEAM-S FACE	887.50	LF		\$	
0200	02360		GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH		\$	
0210	02363		GUARDRAIL CONNECTOR TO BRIDGE END TY A	4.00	EACH		\$	
0220	02391		GUARDRAIL END TREATMENT TYPE 4A	2.00	EACH		\$	
0230	02432		WITNESS POST	7.00	EACH		\$	
0240	02484		CHANNEL LINING CLASS III	327.00	TON		\$	
0250	02545		CLEARING AND GRUBBING (APPROXIMATELY 2 ACRES)	1.00	LS		\$	
0260	02562		TEMPORARY SIGNS	134.00	SQFT		\$	
0270	02585		EDGE KEY	18.00	LF		\$	
0280	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0290	02690		SAFELOADING	6.00	CUYD		\$	
0300	02701		TEMP SILT FENCE	447.00	LF		\$	
0310	02703		SILT TRAP TYPE A	2.00	EACH		\$	
0320	02704		SILT TRAP TYPE B	6.00	EACH		\$	
0330	02705		SILT TRAP TYPE C	2.00	EACH		\$	
0340	02706		CLEAN SILT TRAP TYPE A	6.00	EACH		\$	
0350	02707		CLEAN SILT TRAP TYPE B	6.00	EACH		\$	
0360	02708		CLEAN SILT TRAP TYPE C	6.00	EACH		\$	
0370	02726		STAKING	1.00	LS		\$	
0380	02731		REMOVE STRUCTURE	1.00	LS		\$	
0390	05950		EROSION CONTROL BLANKET	3,744.00	SQYD		\$	

PROPOSAL BID ITEMS

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Report Date 9/2/16

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0400	05952		TEMP MULCH	7,432.00	SQYD		\$	
0410	05953		TEMP SEEDING AND PROTECTION	7,432.00	SQYD		\$	
0420	05963		INITIAL FERTILIZER	.20	TON		\$	
0430	05964		20-10-10 FERTILIZER	.30	TON		\$	
0440	05985		SEEDING AND PROTECTION	4,555.00	SQYD		\$	
0450	05992		AGRICULTURAL LIMESTONE	3.00	TON		\$	
0460	08100		CONCRETE-CLASS A (ROADWAY)	8.00	CUYD		\$	
0470	08150		STEEL REINFORCEMENT (ROADWAY)	450.00	LB		\$	
0480	23274EN11F		TURF REINFORCEMENT MAT 1	910.00	SQYD		\$	
0490	24540		R/W MONUMENT TYPE 3	13.00	EACH		\$	

Section: 0003 - BRIDGE - ILLINOIS CENTRAL RR - DWG. 27565

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0500	02231		STRUCTURE GRANULAR BACKFILL	148.00	CUYD		\$	
0510	02998		MASONRY COATING	432.00	SQYD		\$	
0520	03299		ARMORED EDGE FOR CONCRETE	44.00	LF		\$	
0530	08001		STRUCTURE EXCAVATION-COMMON	341.00	CUYD		\$	
0540	08020		CRUSHED AGGREGATE SLOPE PROT	124.00	TON		\$	
0550	08033		TEST PILES	274.00	LF		\$	
0560	08100		CONCRETE-CLASS A	178.80	CUYD		\$	
0570	08104		CONCRETE-CLASS AA	163.90	CUYD		\$	
0580	08136		MECHANICAL REINF COUPLER #11	96.00	EACH		\$	
0590	08150		STEEL REINFORCEMENT	29,186.00	LB		\$	
0600	08151		STEEL REINFORCEMENT-EPOXY COATED	42,170.00	LB		\$	
0610	08709		BRIDGE CHAIN LINK FENCE-7 FT	362.50	LF		\$	
0620	21532ED		RAIL SYSTEM TYPE III	370.00	LF		\$	
0630	23825EC		INSIDE FIT SNUB NOSE CONICAL POINT-16 IN	52.00	EACH		\$	
0640	23826EC		PIPE PILE-16 IN	2,707.00	LF		\$	
0650	23963EC		PPC I-BEAM TYPE HN 36-49	544.00	LF		\$	

Section: 0004 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0660	02569		DEMOBILIZATION	1.00	LS		\$	