



**CALL NO. 111**

**CONTRACT ID. 111311**

**SHELBY COUNTY**

**FED/STATE PROJECT NUMBER HSIP 5160 (014)**

**DESCRIPTION WADDY-PEYTONA ROAD (KY 395) AT I-64**

**WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE**

**PRIMARY COMPLETION DATE 11/15/2011**

**LETTING DATE: April 29, 2011**

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

**ROAD PLANS**

**DBE CERTIFICATION REQUIRED - 3.50%**

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

## TABLE OF CONTENTS

PART I	SCOPE OF WORK
	<ul style="list-style-type: none"><li>• PROJECT(S), COMPLETION DATE(S), &amp; LIQUIDATED DAMAGES</li><li>• CONTRACT NOTES</li><li>• FEDERAL CONTRACT NOTES</li><li>• FUEL AND ASPHALT PAY ADJUSTMENT</li><li>• OPTION A</li><li>• SPECIAL NOTE(S) APPLICABLE TO PROJECT</li><li>• WASTE AND BORROWED SITES</li><li>• RIGHT OF WAY NOTES</li><li>• UTILITY CLEARANCE</li><li>• KPDES STORM WATER PERMIT, BMP AND NOI</li><li>• COMMUNICATING ALL PROMISES</li></ul>
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none"><li>• SPECIFICATIONS REFERENCE</li><li>• SUPPLEMENTAL SPECIFICATIONS</li><li>• [SN-1I] PORTABLE CHANGEABLE SIGNS</li><li>• [SN-11F] TURF REINFORCEMENT MAT</li></ul>
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
	<ul style="list-style-type: none"><li>• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273</li><li>• NONDISCRIMINATION OF EMPLOYEES</li><li>• EXECUTIVE BRANCH CODE OF ETHICS</li><li>• PROJECT WAGE RATES</li><li>• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO</li></ul>
PART IV	INSURANCE
PART V	BID ITEMS

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

CONTRACT ID - 111311

ADMINISTRATIVE DISTRICT - 05

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - SHELBY  
HSIP 5160 (014)

PCN - DE10603951099

WADDY-PEYTONA ROAD (KY 395) AT I-64 REALIGN AND CONSTRUCT LEFT TURN LANE AT THE ENTRANCE  
OF FLYING J TRUCK STOP, A DISTANCE OF 0.37 MILES. GRADE & DRAIN WITH ASPHALT SURFACE.  
SYP NO. 05-00997.00.

GEOGRAPHIC COORDINATES LATITUDE 38^09'20" LONGITUDE 85^04'09"

COMPLETION DATE(S):

COMPLETION DATE - November 15, 2011  
APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

07/01/2010

**FEDERAL CONTRACT NOTES**

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

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

**CIVIL RIGHTS ACT OF 1964**

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

**NOTICE TO ALL BIDDERS**

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

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

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

**FHWA 1273**

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

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

**SECOND TIER SUBCONTRACTS**

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

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

**DBE GOAL**

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

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

**OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

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

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

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

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

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

#### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

Photocopied payments and completed form to be submitted to:

Office of Civil Rights and Small Business Development  
6<sup>th</sup> Floor West  
200 Mero Street  
Frankfort, KY 40622

### **DEFAULT OR DECERTIFICATION OF THE DBE**

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

06/29/2009



KYTC  
 DBE Payments

updated 2/28/08

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

**Comments:**

attach copy of check here

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

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

**FUEL AND ASPHALT PAY ADJUSTMENT**

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

**OPTION A**

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

SPECIAL NOTE  
FOR  
RECORDED MOA

**D541 PG737**

Commonwealth of Kentucky  
Transportation Cabinet  
Department of Highways

Shelby County  
Item #: 5-997.00  
KY 395 - Parcel 3

**MEMORANDUM OF AGREEMENT**

WHEREAS, the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, finds it necessary in order to protect the safety of the traveling public to fully control access on KY 395 known as the Waddy Road starting at Station 10 + 75.00 and extending approximately three hundred feet (300 ft.) to station 13 + 85.00 on KY 395. The Cabinet agrees in exchange for permanently restricting the access across and/or through the said 300 foot strip to the property known as parcel 3 of the above named project and being the same property recorded in the Shelby County Court Clerks office, Deed Book 194, at page 377 and owned by Thelma M. Combs of 4309 Alicent Road, St. Matthews, Kentucky 40207 (1/2 Interest) and Mary M. Potter and Herman E. Potter, her husband (1/2 interest), of 309 Caroldale Lane, Middletown, KY 40243, to construct and provide said owners of parcel 3 with a functional commercial entrance starting at station 13 + 96.26 and extending thirty-six feet, to be constructed at the time of the road improvement project listed above. The Cabinet also agrees to install a 24 inch drain pipe in the ditch beginning at the right of way/property line and extending twenty feet onto parcel 3, appropriately constructed and finished so as to allow the property owner vehicular access to their property laying south of the ditch. The drain pipe shall become part of the property and the responsibility of the property owners upon installation. Furthermore, the property owners consent to allow the Cabinet to enter upon their property to install said drainage pipe and any material required to construct said access, without further compensation in exchange for the benefits accruing to same. The Cabinet further agrees to erect and maintain four board wood fencing (horse/farm style) as the control of access fencing in place of the woven wire type fencing.

NOW, THEREFORE, in consideration of the above and the incidental benefits accruing to the public and ourselves, We hereby consent and agree that the Transportation Cabinet shall permanently restrict access across and/or through said 300 foot strip to the above property as set out above and construct the commercial entrance and install the drainage pipe and access and four board fencing as showed on the plan sheets which correspond to the subject project and do further agree that we will assert no claim for damages or compensation against the Transportation Cabinet by reason of said fully control of access restrictions, but by these presents shall be forever barred.

U541 PG 138

This, the 15 day of November, 2010.  
Property Owner:

Thelma M. Combs  
Thelma M. Combs

Mary M. Potter  
Mary M. Potter

Herman E. Potter  
Herman E. Potter

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF KENTUCKY  
COUNTY OF SHELBY

The foregoing Agreement was acknowledged before me this 15 day of November, 2010, by Thelma M. Combs and Mary M. Potter and Herman E. Potter, parties of the first part, and was sworn to by them to be their free act and deed.

Steve Damon  
Notary Public, State at Large  
My Commission Expires: October 29, 2013

Department of Highways:  
Ron Geveden  
Ron Geveden  
Right of Way Supervisor

Brian Meade  
Brian Meade  
Branch Manager for Project Development

STATE OF KENTUCKY  
COUNTY OF Shelby

The foregoing Agreement was acknowledged before me this 15 day of November, 2010, by Ron Geveden and Brian Meade, parties of the second part on behalf of the Kentucky Transportation Cabinet, and was sworn to be their free act and deed.

Steve Damon  
Notary Public, State at Large  
My Commission Expires: October 29, 2013

~~This Instrument Prepared By:~~ Approved in Form and Legality  
Nedry

Attorney  
Commonwealth of Kentucky  
Department of Transportation  
8310 Westport Road  
Louisville, KY 40242  
502-210-5471

DOCUMENT NO: 00366899  
RECORDED: November 22, 2010 01:54:32 PM  
TOTAL FEE: \$13.00  
COUNTY CLERK: SUE CAROLE PERRY  
DEPUTY CLERK: SHELLEY MITCHELL  
COUNTY: SHELBY COUNTY  
BOOK: 0541 PAGES: 737 - 738

## **SPECIAL PROVISION FOR WASTE AND BORROW SITES**

The contractor is advised that it is their responsibility to gain U.S. Army Corp of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". "Waters of the United States" are defined as perennial or intermittent streams, ponds or wetlands. Ephemeral streams are also considered jurisdictional waters, and are typically dry except during rainfall, but have a defined drainage channel. Questions concerning any potential impacts to "Waters..." should be brought to the attention of the appropriate District Office for the Corps of Engineers for a determination, prior to disturbance. Any fees associated with obtaining approval from the U.S. Army Corp of Engineer or other appropriate regulatory agencies for waste and borrow sites is the responsibility of the contractor.

01/01/2009

# Right-of-Way Certification Form

Revised 5/27/09

Federal Funded

Original

State Funded

Re-Certification

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

Date: August 5, 2010

Project #: FD52 106 7364601R

County: SHELBY

Item #: 5-997.00

Federal #: STPS 5160 012

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

**Description of Project:** KY 395 & Entrance to Flying J Truck Stop

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

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

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

Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program **and** that at least one of the following three conditions has been met. **(Check those that apply.)**

1. All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish these improvements and enter on all land. **Fair market value has been paid or deposited with the court.**

2. Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but an Interlocutory Judgment has been granted, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish these improvements. **Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to start of construction. (See note.)**

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



## Right-of-Way Certification Form

Date: Aug 5, 2010

Project #: FD52 106 7364601R  
 Item #: 5-997.00

County: SHELBY  
 Federal #: STPS 5160 012

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

This project has 11 Total number of parcels acquired, and 0 Total number of individual or families relocated, as well as 0 Total number of businesses relocated.

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

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

There are 0 billboards and/or 1 cemeteries involved on this project.  
 There are 0 water or monitoring wells on parcels.

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

**SHELBY COUNTY, STPS 5160 013  
FD52 106 73646 01U  
KY 395 AND ENTRANCE WITH FLYING J TRUCK STOP  
ITEM NO. 5-997.00**

The following Utility Companies may have facilities in the general project area: It should be assumed that these areas will not be available to the Contractor prior to the estimated completion dates.

**AT&T-KY (formerly Bell South)**

AT&T-KY has aerial facilities in the project area. The aerial lines run along KY 395 on both the north and south side of the project. The poles and lines from approximate Station 13+00 to the end of the project will be replaced, removed and upgraded. The Contractor is to use care around the aerial lines. The relocated AT&T-KY facilities are **not to be disturbed**. This work was completed February 16, 2011.

**Insight Communications (CATV)**

Insight has existing aerial facilities on this project. Insight has aerial lines following LG&E Distribution route along KY 395. Aerial cable will be removed from existing LG&E poles and replaced along KY 395. Insight is relocating their lines, as needed, to avoid conflict with the proposed construction. The relocated facility is **not to be disturbed**. This work was completed January 4, 2011.

**Kentucky Utilities - Electric (KU)**

KU has aerial distribution facilities in the project area. The aerial facilities run parallel to KY 395 on the both the north and south Right-of-Way. Several poles, anchors and guy lines are to be replaced in the project area and do not affect the construction. The relocated KU aerial electric facilities are **not to be disturbed**. This work will be completed by **March 15, 2011**.

**US 60 Water District**

US 60 Water District has existing 8-inch and 4-inch water main lines on this project. The 8-inch water main line and relocated 1-inch service lines are to be removed, replaced and constructed by US 60 Water District contractor. The relocated and constructed facility is **not to be disturbed**. This work will be completed by **March 15, 2011**.

Shelby County  
Item Number 5-997.00

**COORDINATION WITH UTILITY FACILITY OWNERS**

**The Contractor will be responsible for contacting all utility facility owners on the subject project to have existing facilities located in the field. The Contractor will coordinate his**

**activities with the utility facility owners to minimize and, where possible, avoid conflicts with utility facilities.**

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

**SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

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

**BEFORE YOU DIG**

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

KyTC BMP Plan for Project PCN 05-997.00



**Kentucky Transportation Cabinet**

**Highway District 5**

**And**

\_\_\_\_\_ **(2), Construction**

**Kentucky Pollutant Discharge Elimination System  
Permit KYR10**

**Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**KY 395 From I-64 to MP 9**

**Project: PCN 05-997.00**

## KyTC BMP Plan for Project PCN 05-997.00

### Project information

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

1. Owner – Kentucky Transportation Cabinet, District 5
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 (KY 395)
6. Latitude/Longitude (project mid-point) 38/09/20N, 85/04/09W
7. County (Shelby)
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

## KyTC BMP Plan for Project PCN 05-997.00

### A. Site description:

1. Nature of Construction Activity (Road Widening)
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: 13,741cy
4. Estimate of total project area (10.0 acres)
5. Estimate of area to be disturbed (6.57 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 (2)
8. Data describing existing discharge water quality (if any) (2)
9. Receiving water name: Un-named tributary to Jephtha Creek
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
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:  
  
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)

## KyTC BMP Plan for Project PCN 05-997.00

### **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:
  - 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.
  - 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 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.

## KyTC BMP Plan for Project PCN 05-997.00

- 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.
- 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
- 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
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
  - 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.

## KyTC BMP Plan for Project PCN 05-997.00

- Permanent Seeding and Protection
  - Placing Sod
  - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : N/A

### **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.

- **Good Housekeeping:**

## KyTC BMP Plan for Project PCN 05-997.00

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

### ➤ **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:**

### ➤ **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 05-997.00

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.

### ➤ **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.

### ➤ **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.

### ➤ **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

### ➤ **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 05-997.00

- 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 05-997.00

- 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.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- 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.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- 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.
- 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.
- 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.
- 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:

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

## KyTC BMP Plan for Project PCN 05-997.00

- 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 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 05-997.00

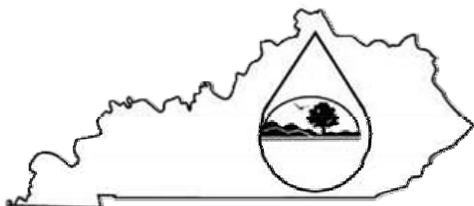
The contractor is responsible for the preparation of a plan that addresses the

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.)







## Kentucky Pollutant Discharge Elimination (KPDES)

**Notice of intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000**

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

### I. Facility Operator Information

Operator Name (s) (*)	KYTC District 5	Phone(*)	502-210-5400	
Mailing Address(*)	PO Box 22100	Status of Owner/Operator	State	
City(*)	Louisville	State(*)	Kentucky	Zip (*) 40252

### II. Facility/Site Location Information

Name of Project (*)	KY 395	Physical Address (*)	1570 Waddy Road	City(*)	Waddy
State(*)	Kentucky	Zip(*)	40076	County (*)	Shelby
Latitude (Decimal Degrees) (*)	38.156	Longitude (Decimal Degrees) (*)	-85.069	SIC Code (*)	0000

### III. Site Activity Information

a. For single projects provide the following information:

Total Number of acres in project:	10
Total Number of acres to be disturbed:	6.57
Anticipated Start Date	
Anticipated Completion Date	

b. For common plans of development provide the following information:

Total number of acres in project	10					
Number of individual lots in development, if applicable	10					
Number of lots to be developed						
Total acreage of lots intended to be developed						
Total acreage intended to be disturbed	6.57					
Number of acres intended to be disturbed at any one time	6.57					
Anticipated start date						
Anticipated completion date						
List Contractor(s)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="width: 20%;">Company Name(*)</td> </tr> <tr> <td><a href="#">Add New</a></td> <td></td> </tr> </table>			Company Name(*)	<a href="#">Add New</a>	
	Company Name(*)					
<a href="#">Add New</a>						

### IV. If the permitted site discharges to a water body the following information is required

a:

Name of Receiving Water (*)	Jeptha Creek		
Anticipated number of discharge points	1		
Location of Anticipated discharge points		Latitude(s)	Longitude(s)
	<a href="#">Delete</a>	38.158	-85.072
	<a href="#">Add New</a>		

SHSP 5160 (014)

Receiving Water Body Stream-Use Designation	<input type="checkbox"/> Cold Water Aquatic Habitat <input type="checkbox"/> Domestic Water Supply <input type="checkbox"/> Outstanding State Resource Water <input type="checkbox"/> Primary Contact Recreation <input type="checkbox"/> Secondary Contact Recreation <input type="checkbox"/> Warm Water Aquatic Habitat						
Antidegradation Categorization							
b:							
Name of Receiving Water							
Anticipated number of discharge points							
Location of Anticipated discharge points	<table border="1"> <tr> <td></td> <td>Latitude(s)</td> <td>Longitude(s)</td> </tr> <tr> <td><a href="#">Add New</a></td> <td></td> <td></td> </tr> </table>		Latitude(s)	Longitude(s)	<a href="#">Add New</a>		
	Latitude(s)	Longitude(s)					
<a href="#">Add New</a>							
Receiving Water Body Stream-Use Designation	<input type="checkbox"/> Cold Water Aquatic Habitat <input type="checkbox"/> Domestic Water Supply <input type="checkbox"/> Outstanding State Resource Water <input type="checkbox"/> Secondary Contact Recreation <input type="checkbox"/> Primary Contact Recreation <input type="checkbox"/> Warm Water Aquatic Habitat						
Antidegradation Categorization							

V. If the permitted site discharges to a MS4 the following information is required

Name of MS4							
Number of discharge points to the MS4							
Location of each discharge point	<table border="1"> <tr> <td></td> <td>Latitude(s)</td> <td>Longitude(s)</td> </tr> <tr> <td><a href="#">Add New</a></td> <td></td> <td></td> </tr> </table>		Latitude(s)	Longitude(s)	<a href="#">Add New</a>		
	Latitude(s)	Longitude(s)					
<a href="#">Add New</a>							
Date of application/notification to the MS4 for construction site permit coverage							

VI. Construction activities in or along a water body

Will the project require construction activities in a water body or the riparian zone?	No <input checked="" type="checkbox"/>
If Yes, describe scope of activity	
Is a Clean Water Act 404 permit required?	No <input checked="" type="checkbox"/>
Is a Clean Water Act 401 Water Quality Certification required?	No <input checked="" type="checkbox"/>

VII. NOI Preparer Information

First Name (*)	Keith	Middle Initial		Last Name (*)	Downs
Mailing Address (*)	PO Box 22100	City (*)	Louisville	State (*)	Kentucky <input checked="" type="checkbox"/>
Zip (*)	40252	Phone (*)	502-210-5400	eMail Address (*)	Keith.Downs@ky.gov

VIII. Attachment(s)

Topographic map(*)	<a href="#">Browse...</a>
Supplemental Information	<a href="#">Browse...</a>

IX. 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 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 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. By submitting data, this transmission constitutes my signature and I am responsible for any and all content submitted either by me or by the people I represent.

Signature (*)	Matt Bullock	First Name (*)	Matt	Date (*)	03
Middle Initial	A	Last Name (*)	Bullock		
Contact eMail Address (*)	matt.bullock@ky.gov	Contact Phone (*)	502-210-5400		

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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 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

**WHERE TO FILE NOI FORM**

NOIs must be sent to the following address or submitted on-line at <https://dep.gateway.ky.gov/eForms/Default.aspx?FormID=7>:

Operational Permits Section  
SWP Branch, Division of Water  
200 Fair Oaks Lane  
Frankfort, KY 40601

**Electronic NOI-SWCAs are to be submitted a minimum of seven (7) working days prior to commencement of construction related activities. Paper NOI-SWCAs are to be submitted a minimum of thirty (30) prior to commencement of construction related activities.**

**COMPLETING THE FORM**

Enter information in the appropriate areas only. (\*) denotes a required field. Enter N/A (Not Applicable) for fields that are required but do not apply to your submission. If you have any questions regarding the completion of Storm Water Contact, Operational Permits Section, at (502) 564-3410.

**SECTION I - FACILITY OPERATOR INFORMATION**

**Operator Name(s):** Enter the name or names of all operators applying for coverage under KYR10 using this NOI.

**Mailing Address, City, State, and Zip Code:** Provide the mailing address of the primary operator

**Phone No.:** Provide the telephone numbers of the person who is responsible for the operation.

**Status of Owner/Operator:** Select the appropriate legal status of the operator of the facility from the dropdown list.

- Federal
- Public (other than federal or state)
- State
- Private

**SECTION II - FACILITY/SITE LOCATION INFORMATION**

**Name of Project:** Provide the name of the project.

**Physical Address, City, State, Zip Code and County:** Provide the physical address of the project.

**Latitude/Longitude:** Provide the general site latitude and longitude of the operation.

**SIC Code:** Enter the Standard Industrial Code for the project

**SECTION III -SITE ACTIVITY INFORMATION**

**For single projects provide the following information:**

**Total number of acres in project:** Indicate the total acreage of the project including both disturbed and undisturbed areas.

**Total number of acres to be disturbed:** Indicate the total number of acres of the project to be disturbed.

**Anticipated start date:** Indicate the approximate date of when construction activities will begin.

**Anticipated completion date:** Indicated the approximate date of when final stabilization will be achieved.

**For common plans of development provide the following information:**

**Total number of acres in project:** Indicate the total acreage of the project including both disturbed and undisturbed areas.

**Number of individual lots in development, if applicable:** Indicate the number of individual lots or unit in the common plan of development

**Number of lots to be developed:** Indicate the number of lots that you intend to develop.

**Total acreage of lots intended to develop:** Indicate the total acreage of the lots you intend to develop

**Total acreage intended to disturb:** Indicate the total acreage of the lots you intend to disturb

**Number of acres intended to disturb at any one time:** Indicate the maximum number of acres to be disturbed at any one time.

**Anticipated start date:** Indicate the approximate date of when construction activities will begin.

**Anticipated completion date:** Indicated the approximate date of when final stabilization will be achieved.

**List of contractors:** Provide the names of all known contractors that will be working on site.

**SECTION IV - IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED**

**Name of Receiving Water:** Provide the names of the each water body receiving discharges from the site. Provide only official USGS names do not provide local names

**Anticipated number of discharge points:** Indicate the number of discharge points to each receiving water body.

**Location of anticipated discharge points:** Provide the latitude and longitude of each discharge point. Add points as necessary.

**Receiving Water Body Stream Use Designation:** Check all appropriate boxes

**Antidegradation Categorization:** Select from the drop down box one of the following:

Outstanding National Resource Water

Exceptional Water

High Quality Water

Impaired Water

**SECTION V – IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED**

**Name of MS4:** Provide the name of the MS4 to which the activity will discharge

**Number of discharge points to the MS4:** Indicate the number of discharge points

**Location of each discharge point:** Provide the latitude and longitude of each discharge point. Add points as necessary

**Date of application/notification to the MS4 for construction site permit coverage:** Indicate the date the MS4 has or will be notified.

**SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY**

**Will the project require construction activities in a water body or the riparian zone:** Select Yes or No from the drop down box.

**If Yes, describe scope of activity:** Provide a brief description of the activity (ies) that will take place in the water body or the riparian zone.

**Is a Clean Water Act 404 permit required:** Select Yes or No from the drop down box.

**Is a Clean Water Act 401 Water Quality Certification required:** Select Yes or No from the drop down box.

**SECTION VII – NOI PREPARER INFORMATION**

Provide the name, mailing address, telephone number and eMail address of the person preparing the NOI.

**SECTION VIII –Attachments**

**Attach a USGS topographic map indicating the location of the activity and the proposed discharge points.**

**SECTION IX – CERTIFICATION**

Provide the name, mailing address, telephone number and eMail address of the person who is responsible for the activity

**Signature:** Provide full name of the responsibility party. This will constitute a signature.

The NOI must be signed as follows:

**Corporation:** by a principal executive officer of at least the level of vice president

**Partnership or sole proprietorship:** by a general partner or the proprietor respectively

KENTUCKY TRANSPORTATION CABINET  
COMMUNICATING ALL PROMISES (CAP)  
ACTIVE

18 FEB 2011

<b>Item No.</b>	5 - 997	<b>Project Mgr.</b>	KEITH DOWNS
		<b>County</b>	SHELBY
		<b>Route</b>	KY-395
<b>CAP #</b>	<b>Date of Promise</b>	<b>Promise made to:</b>	<b>Location of Promise</b>
1	22-JUN-10	Keith Downs, PM	KY 395

**CAP Description**

MARY BETH JOHNSON (CO-RW PROGRAM SPECIALIST I) WHILE IN CONVERSATION WITH JEFF SCHAEFER (D5-EC) ADVISED THAT SHE EXPECTED THE RELOCATION OF REMAINS AT THE UNNAMED CEMETERY LOCATED ON (PARCEL 5A, MARGRET MC GAUGHEY, 1595 WADDY ROAD) KY 395, SHELBY COUNTY KY., WILL TAKE PLACE SOMETIME IN LATE JULY AND BE COMPLETED PRIOR TO THE CONSTRUCTION LETTING OF AUGUST 27, 2010.

<b>2</b>	09-FEB-11	Keith Downs, PM	KY 395
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**CAP Description**

THE COMMITMENTS OF (CAP # 1) HAVE BEEN FULFILLED. NO FURTHER ACTION REQUIRED

<b>3</b>	09-FEB-11	Keith Downs, PM	KY 395
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**CAP Description**

THE WORK ON (PARCEL 3) FOR THE PIPE AND ENTRANCE IS IN ACCORDANCE WITH THE RECORDED MOA (D541 PG737), DATED 15 NOVEMBER 2010. FOR FURTHER DETAILS SEE THIS SPECIAL NOTE FOR RECORDED MOA.

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

### **SPECIFICATIONS REFERENCE**

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

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

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

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

<p><b>SUBSECTION: REVISION:</b></p>	<p>102.07.02 Computer Bidding.          Replace the first paragraph with the following:</p> <p>Subsequent to registering for a specific project, use the Department’s Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (<a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a>). Download the bid file from the Bid Express Bidding Service Website to prepare a Bid Proposal for submission to the Department. Submit Bid Proposal electronically through Bid Express Bidding Service.</p> <p>Delete the second and third paragraph.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.08 Irregular Bid Proposals.          Delete the following from the first paragraph: 4) fails to submit a disk created from the Highway Bid Program.</p> <p>Replace the second paragraph with the following:          The Department will consider Bid Proposals irregular and may reject them for the following reasons:</p> <ol style="list-style-type: none"> <li>1) when there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning; or</li> <li>2) when the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award; or</li> <li>3) any failure to comply with the provisions of Subsection 102.07; or</li> <li>4) Bid Proposals in which the Department determines that the prices are unbalanced; or when the sum of the total amount of the Bid Proposal under consideration exceeds the bidder’s Current Capacity Rating.</li> </ol>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.09 Bid Proposal Guaranty.          Insert the following after the first sentence:</p> <p>Bid Proposals must have a bid proposal guaranty in the amount indicated in the bid proposal form accompany the submittal. A guaranty in the form of a paper bid bond, cashier’s check, or certified check in an amount no less than the amount indicated on the submitted electronic bid is required when the electronic bid bond was not utilized with the Bid Express Bidding Service. Paper bid bonds must be delivered to the Division of Construction Procurement prior to the time of the letting.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.10 Delivery of Bid Proposals.          Replace paragraph with the following:</p> <p>Submit all Bid Proposals prior to the time specified in the Notice to Contractors. All bids shall be submitted electronically using Bid Express Bidding Services. Electronically submitted bids must be done in accordance with the requirements of the Bid Express Bidding Service.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.11 Withdrawal or Revision of Bid Proposals.          Replace the paragraph with the following:</p> <p>Bid Proposals can be withdrawn in accordance the requirements of the Bid Express Bidding Service prior to the time of the Letting.</p>

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

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

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

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

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

<p><b>SUBSECTION: REVISION:</b></p>	<p>106.04 Buy America Requirement.          Replace the section with the following:</p> <p><b>106.04 Buy America Requirement.</b> Follow the “Buy America” provisions as required by Title 23 Code of Federal Regulations § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:</p> <ul style="list-style-type: none"> <li>• Coating,</li> <li>• Galvanizing,</li> <li>• Painting, and</li> <li>• Other coating that protects or enhances the value of steel or iron products.</li> </ul> <p>The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:</p> <ul style="list-style-type: none"> <li>• Pig iron,</li> <li>• Processed, pelletized, and reduced iron ore material, or</li> <li>• Processed alloys.</li> </ul> <p>The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.</p> <p>Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.</p> <p>Use foreign materials only under the following conditions:</p> <ol style="list-style-type: none"> <li>1) When the materials are not permanently incorporated into the project; or</li> <li>2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater.</li> </ol> <p>The Contractor shall submit to the Engineer the origin and value of any foreign material used.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>106.10 Field Welder Certification Requirements.          Insert the following sentence before the first sentence of the first paragraph:</p> <p>All field welding must be performed by a certified welder unless otherwise noted.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>108.02 Progress Schedule.          Insert the following prior to the first paragraph:</p> <p>Specification 108.02 applies to all Cabinet projects except the following project types:</p> <ul style="list-style-type: none"> <li>• Right of Way Mowing and/or Litter Removal</li> <li>• Waterborne Paint Striping</li> <li>• Projects that contain Special Provision 82</li> <li>• Projects that contain the Special Note for CPM Scheduling</li> </ul> <p>Insert the following paragraph after paragraph two:</p> <p>Working without the submittal of a Written Narrative is violation of this specification and additionally voids the Contractor’s right to delay claims.</p> <p>Insert the following paragraph after paragraph six:</p> <p>The submittal of bar chart or Critical Path Method schedule does not relieve the Contractor’s requirement to submit a Written Narrative schedule.</p>

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

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

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

<p><b>SUBSECTION: REVISION:</b></p>	<p>112.03.01 General Traffic Control.          Replace paragraph three with the following:</p> <p>All flaggers shall be trained in current MUTCD flagging procedures. Proof of training must be available for review at the Department's request. Flagging credentials must be current within the last 5 years.</p>
<p><b>SUBSECTION: PART: REVISION:</b></p>	<p>112.03.11 Temporary Pavement Markings.          B) Placement and Removal of Temporary Striping.          Replace the 2<sup>nd</sup> sentence of the first paragraph with the following:</p> <p>On interstates and parkways, and other roadways approved by the State Highway Engineer, install pavement striping that is 6 inches in width.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>112.03.12 Project Traffic Coordinator (PTC).          Add the following at the end of the subsection:</p> <p>After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>112.03.15 Non-Compliance of Maintain and Control of Traffic.          Add the following section:</p> <p><b>112.03.15 Non-Compliance of Maintain and Control of Traffic.</b> It is the Contractor's responsibility to conform to the traffic control requirements in the TCP, Proposal, plan sheets, specifications, and the Manual on Uniform Traffic Control Devices.</p> <p>Unless specified elsewhere in the contract, a penalty will be assessed in the event of non-compliance with Maintain and Control of Traffic requirements. These penalties will be assessed when the Contractor fails to correct a situation or condition of non-compliance with the contract traffic control requirements after being notified by the Engineer. The calculation of accrued penalties for non-compliance will be based upon the date/time of notification by the Engineer.</p> <p>The amount of the penalty assessed for non-compliance will be determined based upon the work zone duration, as defined by the MUTCD, and will be the greatest of the different calculation methods indicated below:</p> <p style="padding-left: 40px;">A) Long-term stationary work that occupies a location more than 3 days.</p> <p style="padding-left: 40px;">Correct the non-compliant issue within 24 hours from initial notification by the Engineer. If the issue is not corrected within 24 hours from the initial notification, a penalty for non-compliance will be assessed on a daily basis beginning from the initial notification of non-compliance. The Contractor will be assessed a \$1,000 daily penalty or the amount equal to the contract liquidated damages in Section 108.09, whichever of the 2 is greater. The penalty for non-compliance will escalate as follows for continued non-compliance after the initial notification.</p> <p style="padding-left: 40px;">3 Days after Notification          \$1,500 daily penalty or 1.5 times the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.</p> <p style="padding-left: 40px;">7 Days after Notification          \$2,000 daily penalty or double the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.</p>

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

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

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

<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>213.03.05 Temporary Control Measures. E) Temporary Seeding and Protection. Replace the first paragraph with the following:</p> <p>Apply an Annual Rye seed mix at a rate of 100 pounds per acre during the months of March through August. In addition to the Annual Rye, add 10 pounds of German Foxtail-Millet (<i>Setaria italica</i>), when performing temporary seeding during the months of June through August. During the months of September through February, apply Winter Wheat or Rye Grain at a rate of 100 pounds per acre. Obtain the Engineer's approval prior to the application of the seed mixture.</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>213.03.05 Temporary Control Measures. F) Temporary Mulch. Replace the last sentence with the following:</p> <p>Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.</p>
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>303.05 Payment. Replace the second paragraph of the section with the following:</p> <p>The Department will make payment for Drainage Blanket-Type II (ATDB) according to the Lot Pay Adjustment Schedule for Specialty Mixtures in Section 402.</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control. Replace the first sentence with the following:</p> <p>Stop mixing operations immediately if, at any time, a failure of the automatic electronic weighing system of the aggregate feed, asphalt binder feed, or water injection system control occurs.</p>
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>401.02.04 Special Requirements for Dryer Drum Plants. Add the following:</p> <p>Part G) <b>Water Injection System.</b> Provided each system has prior approval as specified in Subsection 402.01.01, the Department will allow the use of water injection systems for purposes of foaming the asphalt binder and lowering the mixture temperature for production of Warm Mix Asphalt (WMA).</p> <p>Ensure the equipment for water injection meets the following requirements:</p> <ol style="list-style-type: none"> <li>1) Injection equipment computer controls are automatically coupled to the plants controls (manual operation is not permitted);</li> <li>2) Injection equipment has variable controls that introduce water ratios based on production rates of mixtures;</li> <li>3) Injects water into the flow of asphalt binder prior to contacting the aggregate;</li> <li>4) Provides alarms on the water injection system that operate when the flow of water is interrupted or deviates from the prescribed water rate.</li> </ol>
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>401.03.01 Preparation of Mixtures. Replace the last sentence of the second paragraph with the following:</p> <p>Do not use asphalt binder while it is foaming in a storage tank.</p>

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<p><b>SUBSECTION: REVISION:</b></p>	<p>401.03.01 Preparation of Mixtures. Replace the third paragraph and Mixing and Laying Temperature table with the following:</p> <p>Maintain the temperature of the component materials and asphalt mixture within the ranges listed in the following table:</p> <table border="1" data-bbox="394 411 1386 856"> <thead> <tr> <th colspan="4">MIXING AND LAYING TEMPERATURES (°F)</th> </tr> <tr> <th colspan="2">Material</th> <th>Minimum</th> <th>Maximum</th> </tr> </thead> <tbody> <tr> <td colspan="2">Aggregates</td> <td>240</td> <td>330</td> </tr> <tr> <td colspan="2">Aggregates used with Recycled Asphalt Pavement (RAP)</td> <td>240</td> <td>—</td> </tr> <tr> <td rowspan="2">Asphalt Binders</td> <td>PG 64-22</td> <td>230</td> <td>330</td> </tr> <tr> <td>PG 76-22</td> <td>285</td> <td>350</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Plant (Measured in Truck)</td> <td>PG 64-22 HMA</td> <td>250</td> <td>330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td>310</td> <td>350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td>230</td> <td>275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td>250</td> <td>300</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Project (Measured in Truck When Discharging)</td> <td>PG 64-22 HMA</td> <td>230</td> <td>330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td>300</td> <td>350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td>210</td> <td>275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td>240</td> <td>300</td> </tr> </tbody> </table>	MIXING AND LAYING TEMPERATURES (°F)				Material		Minimum	Maximum	Aggregates		240	330	Aggregates used with Recycled Asphalt Pavement (RAP)		240	—	Asphalt Binders	PG 64-22	230	330	PG 76-22	285	350	Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330	PG 76-22 HMA	310	350	PG 64-22 WMA	230	275	PG 76-22 WMA	250	300	Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330	PG 76-22 HMA	300	350	PG 64-22 WMA	210	275	PG 76-22 WMA	240	300
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<p><b>SUBSECTION: REVISION:</b></p>	<p>402.01 Description. Replace the paragraph with the following:</p> <p>Provide the process control and acceptance testing of all classes and types of asphalt mixtures which may be furnished either as hot mix asphalt (HMA) or warm mix asphalt (WMA) produced with water injection systems.</p>																																																	
<p><b>SUBSECTION REVISION:</b></p>	<p>402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. Add the following subsection:</p> <p>402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. The Department will evaluate trial production of WMA by use of a water injection system provided the system is installed according to the manufacturer's requirements and satisfies the requirements of Section 401. Evaluation will include production and placement of WMA to demonstrate adequate mixture quality including volumetric properties and density by Option A as specified in Subsection 402.03.02 D). Do not place WMA for evaluation on Department projects. Provided production and placement operations satisfy the applicable quality levels, the Department will approve WMA production on Department projects using the water injection system as installed on the specific asphalt mixing plant evaluated.</p>																																																	
<p><b>SUBSECTION: REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures and Mixtures With RAP. Replace Subsection Title as below:</p> <p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.</p>																																																	
<p><b>SUBSECTION: REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Replace the paragraph with the following:</p> <p>The Department will pay for the mixture at the Contract unit bid price and apply a Lot Pay Adjustment for each lot placed based on the degree of compliance with the specified tolerances. Using the appropriate Lot Pay Adjustment Schedule, the Department will assign a pay value for the applicable properties within each subplot and average the subplot pay values to determine the pay value for a given property for each lot. The Department will apply the Lot Pay Adjustment for each lot to a defined unit price of \$50.00 per ton. The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>																																																	

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<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. C) Conventional and RAP Mixtures Placed on Shoulders. Replace Title and Text with the following:</p> <p>C) HMA, WMA and RAP Mixtures Placed on Shoulders or Placed as Asphalt Pavement Wedge.</p> <ol style="list-style-type: none"> <li>1) Placed monolithically with the Mainline – Width of 4 feet or less. The Department will pay as mainline mixture.</li> <li>2) Placed monolithically with the Mainline – Width of greater than 4 feet. The Department will pay as mainline mixture but use 1.00 for the Lane and Joint Density Pay Value for shoulder or Asphalt Pavement Wedge quantities.</li> <li>3) Placed Separately. The Department will use 1.00 for the Lane and Joint Density Pay Value.</li> </ol>												
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Replace the title with the following: D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.</p> <p>Delete the following: D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. The Department will pay as mainline mixture but use a 1.00 pay value for all properties.</p>												
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures for Temporary Pavement. E) Asphalt Mixtures for Temporary Pavement. Replace E) Asphalt Mixtures for Temporary Pavement with the following:</p> <p>D) Asphalt Mixtures for Temporary Pavement.</p>												
<p><b>SUBSECTION:</b> <b>PART:</b> <b>TABLES:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="727 1234 1092 1451"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥ min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td>(1)</td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>TABLES:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="711 1612 1076 1871"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥ min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td>(1)</td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option B Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="717 388 1083 657"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥min. VMA</td> </tr> <tr> <td>0.95</td> <td>0□1-0.5 below min.</td> </tr> <tr> <td>0.9</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td><sup>(2)</sup></td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥min. VMA	0.95	0□1-0.5 below min.	0.9	0.6-1.0 below min.	<sup>(2)</sup>	> 1.0 below min.											
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b></p>	<p>403.03.03 Preparation of Mixture. C) Mix Design Criteria. 1) Preliminary Mix Design. Replace the last two sentences of the paragraph and table with the following:</p> <p>Complete the volumetric mix design at the appropriate number of gyrations as given in the table below for the number of 20-year ESAL's. The Department will define the relationship between ESAL classes, as given in the bid items for Superpave mixtures, and 20-year ESAL ranges as follows:</p> <table border="1" data-bbox="542 957 1248 1110"> <thead> <tr> <th rowspan="2">Class</th> <th rowspan="2">ESAL's (millions)</th> <th colspan="3">Number of Gyration</th> </tr> <tr> <th>N<sub>initial</sub></th> <th>N<sub>design</sub></th> <th>N<sub>max</sub></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>&lt; 3.0</td> <td>6</td> <td>50</td> <td>75</td> </tr> <tr> <td>3</td> <td>3.0 to &lt; 30.0</td> <td>7</td> <td>75</td> <td>115</td> </tr> <tr> <td>4</td> <td>≥ 30.0</td> <td>8</td> <td>100</td> <td>160</td> </tr> </tbody> </table>	Class	ESAL's (millions)	Number of Gyration			N <sub>initial</sub>	N <sub>design</sub>	N <sub>max</sub>	2	< 3.0	6	50	75	3	3.0 to < 30.0	7	75	115	4	≥ 30.0	8	100	160
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. A) Leveling and Wedging. Replace the first sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. B) Scratch Course. Replace the second sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>407.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:</p> <p>Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.</p>																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>409.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:</p> <p>Use reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) provided mixture requirements are satisfied.</p>																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>410.01 DESCRIPTION. Delete the second sentence of the paragraph.</p>																							

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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>410.03.01 Corrective Work. Replace the last sentence of the paragraph with the following:  Provide a final surface comparable to the adjacent pavement that does not require corrective work in respect to texture, appearance, and skid resistance.</p>														
<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b></p>	<p>410.03.02 Ride Quality. B) Requirements. 1) Category A. Replace the last sentence of the first paragraph with the following:  At the Department's discretion, a pay deduction of \$1200 per 0.1-lane-mile section may be applied in lieu of corrective work.</p>														
<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b></p>	<p>410.03.02 Ride Quality. B) Requirements. 2) Category B. Replace the second and third sentence of the first paragraph with the following:  When the IRI is greater than 90 for a 0.1-mile section, perform corrective work, or remove and replace the pavement to achieve the specified IRI. At the Department's discretion, a pay deduction of \$750 per 0.1-lane-mile section may be applied in lieu of corrective work.</p>														
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>410.05 PAYMENT. Add the following sentence to the end of the first paragraph:  The sum of the pay value adjustments for ride quality shall not exceed \$0 for the project as a whole.</p>														
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>413.05.02 CL3 SMA BASE 1.00D PG76-22. Insert the following sentence between the first and second sentence of the first paragraph:  The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>														
<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>413.05.02 CL3 SMA BASE 1.00D PG 76-22. JOINT DENSITY TABLE Replace the joint density table with the following:</p> <table border="1" data-bbox="673 1409 1117 1675"> <thead> <tr> <th colspan="2">LANE DENSITY</th> </tr> <tr> <th>Pay Value</th> <th>Test Result (%)</th> </tr> </thead> <tbody> <tr> <td>1.05</td> <td>95.0-96.5</td> </tr> <tr> <td>1.00</td> <td>93.0-94.9</td> </tr> <tr> <td>0.95</td> <td>92.0-92.9 or 96.6-97.0</td> </tr> <tr> <td>0.90</td> <td>91.0-91.9 or 97.1-97.5</td> </tr> <tr> <td>(1)</td> <td>&lt; 91.0 or &gt; 97.5</td> </tr> </tbody> </table>	LANE DENSITY		Pay Value	Test Result (%)	1.05	95.0-96.5	1.00	93.0-94.9	0.95	92.0-92.9 or 96.6-97.0	0.90	91.0-91.9 or 97.1-97.5	(1)	< 91.0 or > 97.5
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. Insert the following sentence between the first and second sentence of the first paragraph:  The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>														

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<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. JOINT DENSITY TABLE Replace the joint density table with the following:</p> <table border="1" data-bbox="555 390 1235 709" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3" style="text-align: center;"><b>DENSITY</b></th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Lane Density Test Result (%)</th> <th style="text-align: center;">Joint Density Test Result (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.05</td> <td style="text-align: center;">95.0-96.5</td> <td style="text-align: center;">92.0-96.0</td> </tr> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">93.0-94.9</td> <td style="text-align: center;">90.0-91.9</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">92.0-92.9 or 96.6-97.0</td> <td style="text-align: center;">89.0-89.9 or 96.1-96.5</td> </tr> <tr> <td style="text-align: center;">0.90</td> <td style="text-align: center;">91.0-91.9 or 97.1-97.5</td> <td style="text-align: center;">88.0-88.9 or 96.6-97.0</td> </tr> <tr> <td style="text-align: center;">0.75</td> <td style="text-align: center;">----</td> <td style="text-align: center;">&lt; 88.0 or &gt; 97.0</td> </tr> <tr> <td style="text-align: center;"><sup>(1)</sup></td> <td style="text-align: center;">&lt; 91.0 or &gt; 97.5</td> <td style="text-align: center;">----</td> </tr> </tbody> </table>	<b>DENSITY</b>			Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	1.05	95.0-96.5	92.0-96.0	1.00	93.0-94.9	90.0-91.9	0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	0.75	----	< 88.0 or > 97.0	<sup>(1)</sup>	< 91.0 or > 97.5	----
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>501.05.02 Ride Quality. Add the following sentence to the end of the first paragraph:</p> <p>The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.03.04 Detectable Warnings. Replace the first sentence with the following:</p> <p>Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.04.04 Detectable Warnings. Replace the paragraph with the following:</p> <p>The Department will measure the quantity in square feet. All retrofit applications for maintenance projects will require the removal of existing sidewalks to meet the requirements of the standard drawings applicable to the project. The cost associated with the removal of the existing sidewalk will be incidental to the detectable warnings bid item or incidental to the bid item for the construction of the concrete sidewalk unless otherwise noted.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.05 PAYMENT. Add the following to the bid item table:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>Code</u></td> <td style="text-align: center;"><u>Pay Item</u></td> <td style="text-align: center;"><u>Pay Unit</u></td> </tr> <tr> <td style="text-align: center;">23158ES505</td> <td style="text-align: center;">Detectable Warnings</td> <td style="text-align: center;">Square Foot</td> </tr> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23158ES505	Detectable Warnings	Square Foot																		
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>																							
23158ES505	Detectable Warnings	Square Foot																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>509.01 DESCRIPTION. Replace the second paragraph with the following:</p> <p>The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)</p>																								

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

<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>601.03.02 Concrete Producer Responsibilities. Replace the first sentence with the following:</p> <p>Obtain the concrete from producers that are in compliance with KM 64-323 and on the Department's List of Approved Materials.</p> <p>Add the following to the first paragraph:</p> <p>If a concrete plant becomes unqualified during a project and there are no other qualified plants in the region, the Department will provide qualified personnel to witness and ensure the producer follows the required specifications. The Department will assess the Contractor a \$100 per hour charge for this service.</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>601.03.02 Concrete Producer Responsibilities. B) Certified Personnel. Replace the second sentence with the following:</p> <p>Ensure that the concrete technicians are certified as ACI Level I (Level I) and KRMCA Level II (Level II).</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>601.03.02 Concrete Producer Responsibilities. C) Quality Control. Replace the second sentence with the following:</p> <p>Ensure that the Level II concrete technician is present when work is in progress and is responsible for inspecting trucks, batch weight calculations, monitoring batching, making mixture adjustments, reviewing the slump, air content, unit weight, temperature, and aggregate tests, all to provide conforming concrete to the project.</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>601.03.02 Concrete Producer Responsibilities. D) Producer Testing. Replace with the following:</p> <p>When producing for state work, have a Qualified Concrete Aggregate Technician or KYTC Qualified Aggregate Technician perform, at a minimum, weekly gradations and minus 200 wash tests and daily moisture contents of coarse and fine aggregate (Fine aggregates will not require a minus 200 wash test). Using the daily moisture contents, adjust the approved mix design accordingly prior to production. Ensure that the Level II concrete technician is present when work is in progress and is responsible for inspecting trucks, batch weight calculations, monitoring batching, making mixture adjustments, reviewing the slump, air content, unit weight, temperature, and aggregate tests, all to provide conforming concrete to the project.</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>601.03.02 Concrete Producer Responsibilities. E) Trip Tickets. Replace the second sentence with the following:</p> <p>Include on the trip ticket the Sample ID for the approved mix design and a statement certifying that the data on the ticket is correct and that the mixture conforms to the mix design.</p>
<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b></p>	<p>601.03.03 Proportioning and Requirements. C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures 2) Mineral Admixtures. Replace the second sentence with the following:</p> <p>Reduction of the total cement content by a combination of mineral admixtures will be allowed, up to a maximum of 40 percent.</p>

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

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

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

<p><b>SUBSECTION: REVISION:</b></p>	<p>609.05 Payment. Replace the Pay Unit for Joint Sealing with the following:  See Subsection 606.05.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>701.03.06 Initial Backfill. Replace the first sentence of the last paragraph with the following:  When the Contract specifies, perform quality control testing to verify compaction according to KM 64-512.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>701.03.08 Testing of Pipe. Replace and rename the subsection with the following:   <p align="center"><b>701.03.08 Inspection of Pipe.</b> The engineer will visually inspect all pipe. The Department will require camera/video inspection on a minimum of 50 percent of the linear feet of all installed pipe structures. Conduct camera/video inspection according to KM 64-114. The pipe to be installed under pavement will be selected first. If the total linear feet of pipe under pavement is less than 50 percent of the linear feet of all pipe installed, the Engineer will randomly select installations from the remaining pipe structures on the project to provide for the minimum inspection requirement. The pipe will be selected in complete runs (junction-junction or headwall-headwall) until the total linear feet of pipe to be inspected is at least 50 percent of the total linear feet of all installed pipe on the project.</p> <p>Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible.</p> <p>Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114.</p> <p>Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Engineer addressing the severity of the deflection, structural integrity, environmental conditions, design service life, and an evaluation of the factor of safety using Section 12, "Buried Structures and Tunnel Liners," of the AASHTO LRFD Bridge Design Specifications. Based on the evaluation, the Department may allow the pipe to remain in place at a reduced unit price as shown in the table below. Provide 5 business days for the Department to review the evaluation. When the pipe shows deflection of 10 percent or greater, remove and replace the pipe. When the camera/video or laser inspection results are called into question, the Department may require direct measurements or mandrel testing.</p> <p>The Cabinet may elect to conduct Quality Assurance verifications of any pipe inspections.</p> </p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>701.04.07 Testing. Replace and rename the subsection with the following:   <p align="center"><b>701.04.07 Pipeline Video Inspection.</b> The Department will measure the quantity in linear feet along the pipe invert of the structure inspected. When inspection above the specified 50 percent is performed due to a disagreement or suspicion of additional distresses and the Department is found in error, the Department will measure the quantity as Extra Work according to Subsection 104.03. However, if additional distresses or non-conformance is found, the Department will not measure the additional inspection for payment.</p> </p>



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

<b>SUBSECTION:          REVISION:</b>	714.03 CONSTRUCTION. Insert the following paragraph at the end of the third paragraph:  Use Type I Tape for markings on bridge decks, JPC pavement and JPC intersections. Thermoplastic should only be used for markings on asphalt pavement.
<b>SUBSECTION:          REVISION:</b>	714.03.07 Marking Removal. Replace the third sentence of the paragraph with the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.
<b>SUBSECTION:          REVISION:</b>	716.01 DESCRIPTION. Insert the following after the first sentence:  Energize lighting as soon as it is fully functional and ready for inspection. Ensure that lighting remains operational until the Division of Traffic Operations has provided written acceptance of the electrical work.
<b>SUBSECTION:          REVISION:</b>	716.02.01 Roadway Lighting Materials. Replace the last two sentences of the paragraph with the following:  Submit for material approval an electronic file of descriptive literature, drawings, and any requested design data to the Division of Traffic Operations. Do not begin work until shop drawings are approved. Notify the Engineer when submitting any information to the Division of Traffic Operations. Do not make substitutions for approved materials without written permission as described above.
<b>SECTION:          REVISION:</b>	717 – THERMOPLASTIC INTERSECTION MARKINGS. Replace the section name with the following:  INTERSECTION MARKINGS.
<b>SUBSECTION:          REVISION:</b>	717.01 DESCRIPTION: Replace the paragraph with the following:  Furnish and install thermoplastic or Type I tape intersection markings (Stop Bars, Crosswalks, Turn Arrows, etc.) Thermoplastic markings may be installed by either a machine applied, screed extrusion process or by applying preformed thermoplastic intersection marking material.
<b>SUBSECTION:          REVISION:</b>	717.02 MATERIALS AND EQUIPMENT. Insert the following subsection:  717.02.06 Type I Tape. Conform to Section 836.
<b>SUBSECTION:          REVISION:</b>	717.03.03 Application. Insert the following part to the subsection:  B) Type I Tape Intersection Markings. Apply according to the manufacturer's recommendations. Cut all tape at pavement joints when applied to concrete surfaces.

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

<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>717.03.05 Proving Period. A) Requirements. Insert the following to this section:</p> <p>2) Type I Tape. During the proving period, ensure that the pavement marking material shows no signs of failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, drippings, chipping, spalling, poor adhesion to the pavement, loss of retroreflectivity, vehicular damage, and normal wear. Type I Tape is manufactured off site and warranted by the manufacturer to meet certain retroreflective requirements. As long as the material is adequately bonded to the surface and shows no signs of failure due to the other items listed in Subsection 714.03.06 A) 1), retroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>717.03.06 Marking Removal. Replace the third sentence of the paragraph with the following:</p> <p>Vacuum all marking material and removal debris concurrently with the marking removal operation.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>717.05 PAYMENT. Insert the following bid item codes:</p> <table border="0" data-bbox="386 852 1453 1247"> <thead> <tr> <th><u>Code</u></th> <th><u>Pay Unit</u></th> <th><u>Pay Item</u></th> </tr> </thead> <tbody> <tr> <td>06563</td> <td>Pave Marking – R/R X Bucks 16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>20782NS714</td> <td>Pave Marking Thermo – Bike</td> <td>Each</td> </tr> <tr> <td>23251ES717, 23264ES717</td> <td>Pave Mark TY I Tape X-Walk, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23252ES717, 23265ES717</td> <td>Pave Mark TY I Tape Stop Bar, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23253ES717</td> <td>Pave Mark TY I Tape Cross Hatch</td> <td>Square Foot</td> </tr> <tr> <td>23254ES717</td> <td>Pave Mark TY I Tape Dotted Lane Extension</td> <td>Linear Foot</td> </tr> <tr> <td>23255ES717</td> <td>Pave Mark TY I Tape Arrow, Type</td> <td>Each</td> </tr> <tr> <td>23268ES717-23270ES717</td> <td></td> <td></td> </tr> <tr> <td>23256ES717</td> <td>Pave Mark TY I Tape- ONLY</td> <td>Each</td> </tr> <tr> <td>23257ES717</td> <td>Pave Mark TY I Tape- SCHOOL</td> <td>Each</td> </tr> <tr> <td>23266ES717</td> <td>Pave Mark TY 1 Tape R/R X Bucks-16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>23267ES717</td> <td>Pave Mark TY 1 Tape-Bike</td> <td>Each</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Unit</u>	<u>Pay Item</u>	06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot	20782NS714	Pave Marking Thermo – Bike	Each	23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot	23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot	23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot	23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot	23255ES717	Pave Mark TY I Tape Arrow, Type	Each	23268ES717-23270ES717			23256ES717	Pave Mark TY I Tape- ONLY	Each	23257ES717	Pave Mark TY I Tape- SCHOOL	Each	23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot	23267ES717	Pave Mark TY 1 Tape-Bike	Each
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>725.02.02 Type VI Class C &amp; CT. Replace bullet 2) with the following:</p> <p>2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM -beam connectors after fabrication according to ASTM A 123.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>725.02.04 Type VII Class C. Replace bullet 2) with the following:</p> <p>2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM-beam connectors after fabrication according to ASTM A 123.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>801.01 REQUIREMENTS. Delete the fourth sentence of the first paragraph and add the following to the second paragraph.</p> <p>When supplying cement with a SO<sub>3</sub> content above the value in table I of ASTM C 150, include supportive ASTM C 1038 14-day expansion test data for the supplied SO<sub>3</sub> content on the certification.</p>																																							

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

<b>SUBSECTION:</b> <b>REVISION:</b>	805.01 GENERAL. Replace the second paragraph with the following:  The Department's List of Approved Materials includes the Aggregate Source List, the list of Class A and Class B Polish-Resistant Aggregate Sources, and the Concrete Restriction List.
<b>SUBSECTION:</b> <b>REVISION:</b>	805.04 CONCRETE. Replace the "AASHTO T 160" reference in first sentence of the third paragraph with "KM 64-629"
<b>SUBSECTION:</b> <b>TABLE:</b> <b>PART:</b> <b>REVISION:</b>	805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE. AGGREGATE SIZE USE Cement Concrete Structures and Incidental Construction Replace "9-M for Waterproofing Overlays" with "8 or 9-M for Waterproofing Overlays"

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

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

SIZES OF COARSE AGGREGATES																			
Aggregate Size	Sieve	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT																	
		Nominal <sup>(1)</sup> Maximum Aggregate Size	4 inch	3 1/2 inch	3 inch	2 1/2 inch	2 inch	1 1/2 inch	1 inch	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 100	No. 200	
1	3 1/2 inch	100		90-100		25-60		0-15		0-5		0-5							
2	2 1/2 inch				100	90-100		35-70	0-15	0-5		0-5							
23	2 inch				100		40-90	0-15	0-15	0-5		0-5							
3	2 inch				100	90-100		35-70	0-15	0-5		0-5							
357	2 inch				100	95-100		35-70	0-15	0-5		10-30		0-5					
4	1 1/2 inch				100	90-100		20-55	0-15	0-5		0-5							
467	1 1/2 inch				100	95-100		35-70	0-15	0-5		10-30		0-5					
5	1 inch				100	90-100		20-55	0-10	0-5		0-5							
57	1 inch				100	95-100		25-60	0-10	0-5		0-10		0-5					
610	1 inch				100	85-100		40-75	0-10	0-5		15-40							
67	3/4 inch				100	90-100		20-55	0-10	0-5									
68	3/4 inch				100	90-100		30-65	5-25	0-10		0-5							
710	3/4 inch				100	80-100		30-75	0-30	0-10		0-5							
78	1/2 inch				100	90-100		40-75	5-25	0-10		0-5							
8	3/8 inch				100	85-100		10-30	0-10	0-5									
9-M	3/8 inch				100	75-100		0-25	0-5										
10 <sup>(2)</sup>	No. 4				100	85-100						10-30							
11 <sup>(2)</sup>	No. 4				100	40-90		10-40				0-5							
DENSE GRADED AGGREGATE <sup>(3)</sup>	3/4 inch				100	70-100		50-80	30-65			10-40							4-13
CRUSHED STONE BASE <sup>(4)</sup>	1 1/2 inch				100	60-95		30-70	15-55			5-20							0-8

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

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

<p><b>SUBSECTION: REVISION:</b></p>	<p>805.16 SAMPLING AND TESTING. Replace the "AASHTO T 160" method with the "KM 64-629" method for the Concrete Beam Expansion Test.  Replace the "ASTM D 3042" method with the "KM 64-625" method for Insoluble Residue.</p>									
<p><b>SUBSECTION: REVISION:</b></p>	<p>810.04.01 Coating Requirements. Replace the "Subsection 806.07" references with "Subsection 806.06"</p>									
<p><b>SUBSECTION: PART: REVISION:</b></p>	<p>810.06.01 Polyvinyl Chloride (PVC) Pipe. B) Culvert and Entrance Pipe. Replace the title with the following:  B) Culvert Pipe, Storm Sewer, and Entrance Pipe.</p>									
<p><b>SUBSECTION: REVISION:</b></p>	<p>823.02 LIQUID MEMBRANE FORMING COMPOUNDS. Add the following:  Effective July 1, 2011, to remain on or be added to the Department's approved list, products must have completed testing or been submitted for testing through the National Transportation Product Evaluation Program (NTPEP) for Concrete Curing Compounds.</p>									
<p><b>SUBSECTION: REVISION:</b></p>	<p>837.03 APPROVAL. Replace the last sentence with the following:  The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.</p>									
<p><b>SUBSECTION: REVISION:</b></p>	<p>837.03.01 Composition. COMPOSITION Table: Replace  <table border="1" data-bbox="397 1199 1295 1289"> <tr> <td>Lead Chromate</td> <td>0.0 max.</td> <td>4.0 min.</td> </tr> <tr> <td colspan="3">with</td> </tr> <tr> <td>Heavy Metals Content</td> <td colspan="2">Comply with 40 CFR 261</td> </tr> </table> </p>	Lead Chromate	0.0 max.	4.0 min.	with			Heavy Metals Content	Comply with 40 CFR 261	
Lead Chromate	0.0 max.	4.0 min.								
with										
Heavy Metals Content	Comply with 40 CFR 261									
<p><b>SUBSECTION: TABLE: REVISION:</b></p>	<p>842.02 APPROVAL. PAINT COMPOSITION Revise the following in the table:  Replace the 2.0ΔE* values in the table with 4.0ΔE* for both Yellow and White Paint on both the Daytime and Nighttime Color Spectrophotometer.</p>									
<p><b>SECTION: REVISION:</b></p>	<p>DIVISION 800 MATERIAL DETAILS Add the following section in Division 800  <b>SECTION 846 – DURABLE WATERBORNE PAINT</b>  <b>846.01 DESCRIPTION.</b> This section covers quick-drying durable waterborne pavement striping paint for permanent applications. The paint shall be ready-mixed, one-component, 100% acrylic waterborne striping paint suitable for application on such traffic-bearing surfaces as Portland cement concrete, bituminous cement concrete, asphalt, tar, and previously painted areas of these surfaces.  <b>846.02 Approval.</b> Select materials that conform to the composition requirements below. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content. Submit initial samples for approval before beginning striping</p>									

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

operations. The initial sample may be sent from the manufacture of the paint. The Department will randomly sample and evaluate the paint each week that the striping operations are in progress.

The non-volatile portion of the vehicle shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.

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

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

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

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

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

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

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

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

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

### **2.0 MATERIALS.**

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

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

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

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

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

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

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

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

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

**2.4 Power.**

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

11

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

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

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

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

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

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

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

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

January 5, 2010

## 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 <sup>1</sup>	Type 1	Type 2	Type 3	Type 4	Test Method
Minimum tensile Strength lbs/ft	125	150	175	3000 by 1500	ASTM D6818 <sup>2</sup>
UV stability (minimum % tensile retention)	80	80	80	90	ASTM D4355 <sup>3</sup> (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 <sup>2</sup> Channel applications	6.0 <sup>4</sup>	8.0 <sup>4</sup>	10.0 <sup>4</sup>	12.0 <sup>4</sup>	ASTM D6459 ASTM D6460-07

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

<sup>2</sup>Minimum Average Roll Values for tensile strength of sample material machine direction.

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

<sup>4</sup>Maximum 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

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

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

	Page
I. General-----	1
II. Nondiscrimination-----	1
III. Nonsegregated Facilities-----	3
IV. Payment of Predetermined Minimum Wage-----	3
V. Statements and Payrolls-----	6
VI. Record of Materials, Supplies, and Labor-----	6
VII. Subletting or Assigning the Contract-----	7
VIII. Safety: Accident Prevention-----	7
IX. False Statements Concerning Highway Projects-----	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act-----	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-----	8
XII. Certification Regarding Use of Contract Funds for Lobbying-----	9

ATTACHMENTS

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

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

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

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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

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

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

**II. NONDISCRIMINATION**

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

#### 1. General:

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

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

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

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

## 2. Classification:

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

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

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

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

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

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

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

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

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

## 3. Payment of Fringe Benefits:

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

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

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

### a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

**6. Withholding:**

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

**7. Overtime Requirements:**

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

**8. Violation:**

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

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

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

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

## V. STATEMENTS AND PAYROLLS

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

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

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

### 2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

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

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

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

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

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

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

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

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
EMPLOYMENT REQUIREMENTS  
RELATING TO  
NONDISCRIMINATION OF EMPLOYEES  
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

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

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

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

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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

General Decision Number: KY100211 03/25/2011 KY211

State: Kentucky

Construction Type: Highway

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

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

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

BRIN0004-003 04/01/2010

BRECKENRIDGE COUNTY

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

BRKY0001-005 06/01/2009

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

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

\* BRKY0002-006 11/01/2010

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

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

BRKY0007-004 06/01/2009

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

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

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BRKY0017-004 06/01/2009

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

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

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CARP0064-001 07/01/2010

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

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ELEC0212-008 05/31/2010

BRACKEN, GALLATIN and GRANT COUNTIES

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

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ELEC0212-014 01/01/2006

BRACKEN, GALLATIN & GRANT COUNTIES:

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

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ELEC0317-012 06/01/2010

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

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

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ELEC0369-007 05/26/2010

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

	Rates	Fringes
ELECTRICIAN.....	\$ 29.27	13.08
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ELEC0575-002 12/01/2009		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.79	11.88
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ENGI0181-018 07/01/2010		

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

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

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

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

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IRON0044-009 06/01/2009

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

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

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IRON0070-006 06/01/2010

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

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

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

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 IRON0372-006 06/01/2010

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

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

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 IRON0769-007 06/01/2010

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

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

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

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 \* LABO0189-003 07/01/2010

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

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 \* LABO0189-008 07/01/2010

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

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\* LABO0189-009 07/01/2010

BRECKINRIDGE & GRAYSON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

Air); Water Blaster

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

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 PAIN0012-005 06/11/2005

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

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

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 PAIN0012-017 06/01/2010

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

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 PAIN0118-004 05/01/2010

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

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

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

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

Rates	Fringes
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Painters:

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

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 PLUM0248-003 06/01/2010

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

Rates	Fringes
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Plumber and Steamfitter.....	\$ 31.37	15.23
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 PLUM0392-007 06/01/2008

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

Rates	Fringes
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Plumbers and Pipefitters.....	\$ 28.39	14.30
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 PLUM0502-003 08/01/2010

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

Rates	Fringes
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PLUMBER.....	\$ 30.50	15.13
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 SUKY2010-160 10/08/2001

Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

Ryan Griffith, Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
9.6%	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 Shelby County.

**PART IV**  
**INSURANCE**

## INSURANCE

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

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

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

**PART V**  
**BID ITEMS**

CONTRACT ID: 111311  
 COUNTY: SHELBY  
 PROPOSAL: HSIP 5160 (014)

PAGE: 1  
 LETTING: 04/29/11  
 CALL NO: 111

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION 0001 PAVING						
0010	00003	CRUSHED STONE BASE	6,184.000	TON		
0020	00020	TRAFFIC BOUND BASE	180.000	TON		
0030	00214	CL3 ASPH BASE 1.00D PG64-22	5,156.000	TON		
0040	00339	CL3 ASPH SURF 0.38D PG64-22	669.000	TON		
SECTION 0002 ROADWAY						
0050	01810	STANDARD CURB AND GUTTER	2,368.000	LF		
0060	01812	REMOVE CURB AND GUTTER	156.000	LF		
0070	02014	BARRICADE-TYPE III	20.000	EACH		
0080	02159	TEMP DITCH	1,925.000	LF		
0090	02200	ROADWAY EXCAVATION	13,741.000	CUYD		
0100	02223	GRANULAR EMBANKMENT	265.000	CUYD		
0110	02262	FENCE-WOVEN WIRE TYPE 1	195.500	LF		
0120	02429	RIGHT-OF-WAY MONUMENT TYPE 1	25.000	EACH		
0130	02432	WITNESS POST	6.000	EACH		
0140	02483	CHANNEL LINING CLASS II	12.700	TON		
0150	02545	CLEARING AND GRUBBING 6.42 ACRES	( 1.00)	LS		
0160	02562	SIGNS	462.000	SQFT		
0170	02585	EDGE KEY	47.000	LF		
0180	02596	FABRIC-GEOTEXTILE TYPE I	20.300	SQYD		
0190	02599	FABRIC-GEOTEXTILE TYPE IV	794.000	SQYD		

KENTUCKY TRANSPORTATION CABINET  
 DEPARTMENT OF HIGHWAYS  
 FRANKFORT, KY 40622

CONTRACT ID: 111311  
 COUNTY: SHELBY  
 PROPOSAL: HSIP 5160 (014)

PAGE: 2  
 LETTING: 04/29/11  
 CALL NO: 111

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200	02650	MAINTAIN & CONTROL TRAFFIC	( 1.00)	LS		
0210	02651	DIVERSIONS (BY-PASS DETOURS)	( 1.00)	LS		
0220	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.000	EACH		
0230	02701	TEMP SILT FENCE	1,925.000	LF		
0240	02703	SILT TRAP TYPE A	7.000	EACH		
0250	02704	SILT TRAP TYPE B	7.000	EACH		
0260	02705	SILT TRAP TYPE C	14.000	EACH		
0270	02706	CLEAN SILT TRAP TYPE A	21.000	EACH		
0280	02707	CLEAN SILT TRAP TYPE B	21.000	EACH		
0290	02708	CLEAN SILT TRAP TYPE C	42.000	EACH		
0300	02709	CLEAN TEMP SILT FENCE	5,775.000	LF		
0310	02723	SIDEWALK-6 IN CONCRETE	8.000	SQYD		
0320	02726	STAKING	( 1.00)	LS		
0330	02775	ARROW PANEL	2.000	EACH		
0340	05950	EROSION CONTROL BLANKET	1,141.000	SQYD		
0350	05952	TEMP MULCH	31,799.000	SQYD		
0360	05985	SEEDING AND PROTECTION	31,073.000	SQYD		
0370	06510	PAVE STRIPING-TEMP PAINT-4 IN	9,625.000	LF		
0380	06514	PAVE STRIPING-PERM PAINT-4 IN	7,780.000	LF		
0390	06530	PAVE STRIPING REMOVAL-4 IN	350.000	LF		
0400	06550	PAVE STRIPING-TEMP REM TAPE-W	1,000.000	LF		

CONTRACT ID: 111311  
 COUNTY: SHELBY  
 PROPOSAL: HSIP 5160 (014)

PAGE: 3  
 LETTING: 04/29/11  
 CALL NO: 111

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0410	06551	PAVE STRIPING-TEMP REM TAPE-Y	1,000.000	LF		
0420	06568	PAVE MARKING-THERMO STOP BAR-24IN	35.000	LF		
0430	06574	PAVE MARKING-THERMO CURV ARROW	2.000	EACH		
0440	06589	PAVEMENT MARKER TYPE V-MW	4.000	EACH		
0450	06591	PAVEMENT MARKER TYPE V-BY	67.000	EACH		
0460	10020NS	FUEL ADJUSTMENT	13,468.000	DOLL	1.00	13,468.00
0470	10030NS	ASPHALT ADJUSTMENT	13,978.000	DOLL	1.00	13,978.00
0480	22000ED	WOOD PLANK FENCE	216.000	LF		
0490	23131ER701	PIPELINE VIDEO INSPECTION	558.000	LF		
0500	23274EN11F	TURF REINFORCEMENT MAT 1	1,739.000	SQYD		
SECTION 0003 DRAINAGE						
0510	00440	ENTRANCE PIPE-15 IN	195.000	LF		
0520	00441	ENTRANCE PIPE-18 IN	32.000	LF		
0530	00443	ENTRANCE PIPE-24 IN	20.000	LF		
0540	00521	STORM SEWER PIPE-15 IN	626.000	LF		
0550	00522	STORM SEWER PIPE-18 IN	415.000	LF		
0560	00524	STORM SEWER PIPE-24 IN	74.000	LF		
0570	01310	REMOVE PIPE	36.000	LF		
0580	01391	METAL END SECTION TY 3-18 IN	3.000	EACH		
0590	01393	METAL END SECTION TY 3-24 IN	1.000	EACH		
0600	01456	CURB BOX INLET TYPE A	2.000	EACH		

CONTRACT ID: 111311  
 COUNTY: SHELBY  
 PROPOSAL: HSIP 5160 (014)

PAGE: 4  
 LETTING: 04/29/11  
 CALL NO: 111

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0610	01496	DROP BOX INLET TYPE 3	1.000	EACH		
0620	01511	DROP BOX INLET TYPE 5D	1.000	EACH		
0630	01559	DROP BOX INLET TYPE 13G	10.000	EACH		
0640	01585	REMOVE DROP BOX INLET	1.000	EACH		
0650	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	1,587.200	SQYD	2.00	3,174.40
0660	02625	REMOVE HEADWALL	1.000	EACH		
SECTION 0004 DEMOBILIZATION						
0670	02569	DEMOBILIZATION (AT LEAST 1.5%)		LUMP		
		TOTAL BID				