

CALL NO. 201
CONTRACT ID. 122209
KNOX COUNTY
FED/STATE PROJECT NUMBER 061GR12P006-HSIP AND FD05
DESCRIPTION KY 11 AND KY 2418 IN KNOX COUNTY
WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN
PRIMARY COMPLETION DATE 11/15/2012

LETTING DATE: May 18, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME May 18, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

DBE CERTIFICATION REQUIRED - 6.90%

DEFERRED PAYMENT

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

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CONTRACT ID - 122209

ADMINISTRATIVE DISTRICT - 11

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - KNOX

061GR12P006-HSIP AND FD05 KY 11 AND KY 2418 IN KNOX COUNTY

COUNTY - KNOX

PES - 1106100111201

HSIP 5156 (006)

BARBOURVILLE-WILLIAMSBURG ROAD (KY 11) FROM WHITLEY COUNTY LINE (MP 0.000) EXTENDING NORTH TO KY 1809 (MP 3.272), A DISTANCE OF 3.27 MILES. GRADE & DRAIN. SYP NO. 11-00921.

GEOGRAPHIC COORDINATES LATITUDE 36^46'49" LONGITUDE 83^57'21"

AVERAGE DAILY TRAFFIC - 635

AVERAGE MAINLINE WIDTH - 20.0 FEET

COUNTY - KNOX

PES - MP061001112R1

FD05 061 0011 000-004

BARBOURVILLE-WILLIAMSBURG ROAD (KY 11) FROM WHITLEY COUNTY LINE (MP 0.000) EXTENDING NORTH TO KY 1809 (MP 3.272), A DISTANCE OF 3.27 MILES. ASPHALT RESURFACING.

GEOGRAPHIC COORDINATES LATITUDE 36^46'43" LONGITUDE 83^57'29"

AVERAGE DAILY TRAFFIC - 635

AVERAGE MAINLINE WIDTH - 20.0

COUNTY - KNOX

PES - MP061241812R1 FD05 061 2418 000-001

BLUE GABLE STRAIGHT (KY 2418) FROM KY 11 (MP 0.000) EXTENDING NORTH TO US 25 EAST (MP 0. 688), A DISTANCE OF 0.69 MILES. ASPHALT RESURFACING.

GEOGRAPHIC COORDINATES LATITUDE 36^53'18" LONGITUDE 83^52'55"

AVERAGE DAILY TRAFFIC - 996

AVERAGE MAINLINE WIDTH - 18.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - November 15, 2012

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

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

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

ACCESS TO RECORDS

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

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

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

10/18/2011

Steven L. Beshear Governor Lori H. Flanery Secretary

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

OFFICE OF THE SECRETARY

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

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

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

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

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

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



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

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals

102.08 Irregular Proposals 102.14 Disqualification of Bidders

102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

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

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 ACCEPTED. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

- Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the "material listing" on the Construction Procurement website under the specific letting;
- The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
 - b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
 - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED

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

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

the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

rejection should be so noted in writing with a description as to why an agreement could not be reached;

- Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

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SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at: http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6 Floor West 200 Mero Street Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and

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

09/14/11

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DEFERRED PAYMENT: The successful bidder on this project may request a work order with an effective date prior to June 15, 2012. The successful bidder must make the request in writing to the Department. The Department will issue a work order at the request of the contractor with the distinct understanding that payment for any Work Performed Estimates may be delayed until July 15, 2012. Unless the successful bidder requests an earlier work order date, the Department will issue a work order on June 15, 2012 for this project.

SURFACING AREAS

KY 11

The Department estimates the mainline surfacing width to be 20 feet.

The Department estimates the total mainline area to be surfaced to be 42,230 square yards.

The Department estimates the shoulder width to be 2.5 feet on each side.

The Department estimates the total shoulder area to be surfaced to be 9,598 square yards.

KY 2418

The Department estimates the mainline surfacing width to be 18 feet.

The Department estimates the total mainline area to be surfaced to be 7,993 square yards.

The Department estimates the shoulder width to be 1.5 feet on each side.

The Department estimates the total shoulder area to be surfaced to be 1,211 square yards.

ASPHALT MIXTURE

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

INCIDENTAL SURFACING

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-05 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

FUEL AND ASPHALT PAY ADJUSTMENT

The Department has included the Contract items Asphalt Adjustment and Fuel Adjustment for possible future payments at an established Contract unit price of \$1.00. The Department will calculate actual adjustment quantities after work is completed. If existing Contract amount is insufficient to pay all items on the contract with the adjustments, the Department will establish additional monies with a change order.

OPTION B

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

SPECIAL NOTES KY 11 SAFETY IMPROVEMENT PROJECT

I. DESCRIPTION

This work shall be performed in accordance with the Department's Current Standard Specifications and applicable Special Provisions except as hereafter specified. Article references are to the Standard Specifications. This work shall consist of: (1) Clear and grub, install temporary erosion control, temporary pollution control, seed and protect disturbed area, and final dress area, as needed; (2) Roadway Excavation; (3) Extend culvert pipes; (4) Extend RCBC; (5) Reconstruct shoulder area; (6) Trench and place 2.5 foot paved shoulders throughout project; (7) Remove, furnish, and Install new guardrail and guardrail end treatments; (8) Maintain and control traffic; and (9) any other work as specified by this contract.

II. MATERIALS

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

- **A. Reinforced Concrete Pipe.** Furnish circular reinforced concrete pipe as per section 810 of the 2008 Standard Specifications.
- **B. Steel Reinforcement.** Furnish steel reinforced as per section 811 of the 2008 Standard Specifications.
- **C. SBM Aluminum Signs.** Furnish Aluminum Signs as per MUTCD, and KYTC Standard Drawings and Traffic Guidance Manuel.
- **D. Asphalt Material.** Furnish Asphalt Mixtures as per Section 400 of the 2008 Standard Specifications.
- **E. DGA.** Furnish Dense Graded Aggregate as per Section 805. Do not use Crushed Stone Base.
- **F. Traffic Paint.** Furnish Pavement Striping as per Section 713 of the 2008 Standard Specifications.
- **G.** Thermoplastic Intersection Marking. Furnish Thermoplastic Markings as per Section 713 of the 2008 Standard Specifications.
- H. Final Dressing, Seed and Protection. Use Seed Mixture No. 1.

- I. Silt Trap A, B or C. Furnish Silt traps as per Std Drawings and Section 213.
- J. Silt Fence. Furnish Temporary Silt Fence as per Section 213 and Section 827.
- K. Guardrail Posts. Steel Guardrail posts are required. No alternate is allowed.
- **L. Concrete.** Furnish Concrete Material as per section 600 of the 2008 Standard Specifications.

III. CONSTRUCTION METHODS

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

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

Maintain and Control Traffic. See Traffic Control Plan.

Staking. Any staking required will be the responsibility of the Whitley County Engineering Crew and no direct payment will be made for this item. The Whitley County Engineering Crew will lay out each proposed excavation area in advance to work being performed. However, the contractor will be required to insure positive drainage is maintained upon completion of work.

Site Preparation. Prepare sites for roadway excavation, culvert extensions, embankment placement, or guardrail installation. This includes clearing and grubbing, if necessary and removal of all obstructions. The area to be cleared has not been measured by the Department and the bidder must draw his own conclusions. Construct silt checks and Temporary silt fence at locations directed by the engineer. The Engineer shall approve all site preparation. The Department will not make direct payment for site preparation.

Roadway Excavation. Excavation areas are listed on attached detail sheet (Roadway Excavation and Embankment), perform all work in accordance with Section 204 of the Standard Specifications. Use excavated material in embankment areas indicated on detail sheet and at areas as directed by Engineer. It is envisioned that all roadway excavation will be used on State Owned Right of Way and that all excavation generated will be used along the corridor in areas approved by engineer. Excess excavation may ONLY be wasted in locations approved by the Engineer. Material may NOT be wasted in flood prone areas or in streams.

Remove Fixed Objects. Remove fixed object, approximately a 1 ton Rock at MP 1.649 right, and saw headwall at MP 1.094 to within less than 4" above original ground. Note these locations obtained using DMI and actual locations may vary in field.

Trenching. Trench entire length of project on both right and left side 30 inches wide and 4 inches deep where site conditions permit. Provide at minimum a 45 : 1 taper where shoulders narrow. This work shall be scheduled to allow asphalt base to be placed into trenched area on the same day that the trenching is performed. Excavated material shall we wasted in areas identified on State owned R/W to flatten slopes.

Asphalt Mixtures. Asphalt Base shall be place in trenched areas on the same day that trenching is performed. The Asphalt Surface shall be placed after all curve widening, trenching, embankment, and culvert extension are performed.

Culvert/Pipe Extensions. Culverts will be extended at locations indicated on Culvert Location Spreadsheet. The unit bid price for pipe, concrete, etc will include all labor and incidental materials required to complete this work. On circular culverts that have existing headwalls, the headwalls will be removed. Payment for removal shall be paid each. Placement on new pipe will be paid by linear feet, and proposed headwall will be paid for as each (18", 24") or based on steel and concrete quantities (30") listed in Standard Drawings. On the existing RCBC that are to be extended, dowel bars are to be anchored 12 inches into existing headwalls. Dowels shall be anchored using an epoxy resin from list of approved materials and spaced on 9" intervals. All steel and concrete used in extension of RCBC will be paid for based on culvert dimensions. Any material that may be needed to bed culvert and/or pipe extensions shall be quarried material free of debris and shall be incidental to the unit bid prices for culvert pipe / concrete.

Final Dressing, Seeding and Protection. Apply Final Dressing; Class A to all disturbed areas, both on and off the right-of-way. Sow with Seed Mixture No. 1. The Department will NOT make direct payment for final dressing. Seeding and protection will be paid for as outlined in 2008 Standard Specifications.

Installation of Guardrail systems. Furnish Guardrail systems as per Section 719. See attached detail for proposed guardrail site. Guardrail locations listed are

approximate only. Materials from roadway excavation shall be used in areas where rail is to be installed in order to widen the existing shoulders to accommodate 30 inches of asphalt shoulder and new rail installation with 1 foot of fill material behind guardrail post, where site conditions will permit. Also fill material shall be placed in accordance with RBI 004-04 to accommodate TY I End Treatments. Locations will be field adjusted as directed by the Engineer. When installing guardrail the blunt end shall NOT be left exposed where it would be hazardous to the public. When it is not practical to complete the construction of the rail, the Engineer may require a temporary end of connecting at least 25 feet of rail to the last post, and by slightly flaring, and pinned to ground. If left overnight, a drum with bridge panel shall be placed in advance of the guardrail end and maintained during use. The cost of the temporary end, including the barrier and panel, shall be included in the unit price for "Guardrail, Steel "W" Beam, Single Face". All guardrail shall be installed to 29 inch height. The end treatments shall be installed at 27 inches and rail tapering from 27 to 29 inches over 25 feet. All tapers shall be in rail section. No additional payment will be made for these tapers but shall be incidental to guardrail installation.

Guardrail Reflectors. Reflectors shall be installed every 37.5 feet on both new and existing rail.

Remove Guardrail. Salvage existing material as per Section 719.03.06 except the Contractor shall deliver existing salvaged guardrail system materials to the Bailey Bridge Lot at Wilkinson Blvd in Frankfort, KY. Contact Bailey Bridge Lot Supervisor at (502) 564-2946 to schedule the delivery of material. Deliver the material between the hours of 8:00AM and 4:30PM, Monday through Friday. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area.

SBM Alum Sign. Furnish Aluminum Signs as per MUTCD, and KYTC Standard Drawings and Traffic Guidance Manuel.

Bridge Rail. Work shall be performed as outlined in attached drawings and in accordance with the Standard Specifications and Standard Drawings.

Right-of-Way Limits. Right-of-Way and easement limits vary throughout this project and are based on the archived plans; therefore the Department will provide this information to the contractor when R/W is needed to begin work. The Contractor shall make every effort to limit his activities to obvious right-of-way and permanent or temporary easements.

Property Damage. The Contractor will be responsible for all damage to public and/or private property resulting from his negligence.

Utility Clearance *NOTICE: Utility locations are not shown on plans or in the proposal for this project and have not been located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Notify the Engineer and the utility owner(s) immediately when it is discovered or anticipated that any utility conflict could delay the Contractor's operations.*

Be responsible for repairing all utility damage that occurs as a result of the work It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Working days will not be charged for those days on which work on the controlling item is delayed, as provided in the Specifications. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified. Comply with applicable sections of Chapter 107.No claims for delays will be entertained by the Department.

IV. METHOD OF MEASUREMENT

Maintain and Control Traffic. See Traffic Control Plan.

Roadway Excavation. The Department will measure the roadway excavation in its original position by taking cross sections before work starts and after it is entirely completed. The Department will compute the volume by the average end-area method. The Department will include in its measurement all unavoidable slides and authorized excavation of material below the subgrade. The following items will not be measured directly by the Department: Site Preparation, Clearing and Grubbing, Final Dressing, and Disposal, but will be incidental to "Roadway Excavation" as applicable to each project.

Guardrail. The Department will measure the quantity as directed in Section 719.04.01 of the Standard Specifications.

Remove Guardrail. The Department will measure the quantity as directed in Section 719.04.08 of the Standard Specifications.

V. BASIS OF PAYMENT

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

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B. Roadway Excavation. The Department will pay for the completed and accepted quantities under the bid item: Roadway Excavation. Payment will be based on quantity measured in the field. The Department will consider payment full compensation for all work required on the project. The following items are incidental to "Roadway Excavation" in the areas designated for this work, and will not be measured directly by the Department. These items include Site Preparation, Clearing and Grubbing, Final Dressing, Waste removal and Disposal.

SPECIAL NOTE FOR TRENCHING

IF TRENCHING IS ACHIEVED BY MEANS OTHER THAN MILLING, SAWCUT THE PAVEMENT (4 INCHES DEEP for Shoulders, 12 INCHES DEEP for Curve Widening) AND REMOVE THE EXISTING SHOULDER WEDGE TO CREATE A SMOOTH EDGE PRIOR TO EXCAVATING THE 2.5 FOOT WIDE Shoulder or 4 FOOT WIDE Curve Widening. THE INTENT IS TO EXCAVATE OR MILL THE ENTIRE TRENCH SO THAT THE ORIGINAL SHOULDER SLOPE IS RETAINED AT THE END OF THE PAVING OPERATION.

Excavate material from shoulder and maintain a 4% cross-slope. The unit bid price per square yard for SHOULDER MILLING/TRENCHING shall be full compensation for saw-cutting pavement, excavation, and disposal of material. The excavation and disposal of material shall be as directed by the Engineer. Waste all materials removed off the right-of-way at sites obtained by the Contractor, at no additional cost to the Department.

The Department will pay SHOULDER MILLING/TRENCHING in square yards. <u>The Department will NOT measure saw cutting for payment</u>. The SAWCUT shall be incidental to the bid item SHOULDER MILLING/TRENCHING. Payment at the contract unit price per square yard shall be full compensation for all labor, materials, equipment, and incidentals for excavating and disposing of waste.

SPECIAL NOTE FOR MATERIAL TRANSFER VEHICLE

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

- **1.0 DESCRIPTION.** The Contractor shall determine if a Material Transfer Vehicle (MTV) to place asphalt base mixtures in shoulder trench is required.
- **2.0 MATERIALS AND EQUIPMENT.** In addition to the equipment specified in Subsection 403.02, if an MTV is required, provide with the following minimum characteristics:
 - 1) A system to independently deliver asphalt mixtures from the hauling equipment to the paving equipment;
 - 2) A high capacity truck unloading system, capable of 600 tons per hour, that will receive asphalt mixtures from the hauling equipment;
 - A minimum combined capacity, including the MTV storage bin and paver hopper, of 25 tons of asphalt mixture;
 - 4) An auger system in the storage bin to continuously blend the asphalt mixture prior to discharge to the conveyor system; and
 - 5) A discharge conveyor, with the ability to swivel, to deliver the mixture to the paving spreader while allowing the MTV to operate from an adjacent lane.
- **3.0 CONSTRUCTION.** Use a MTV to place asphalt mixtures as determined by the Contractor.

4.0 MEASUREMENT.

- **4.1 Asphalt Placement with MTV.** The Department will not measure the MTV for payment and will consider its use incidental to the asphalt mixture.
- **4.2 Asphalt Mixture.** The Department will measure the quantity according to Section 402.
- **5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

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

SPECIAL NOTES FOR SIGNAGE

I. DESCRIPTION

Except as provided herein, this work shall be performed in accordance with the Department's current Standard Specifications and Interim Supplemental Specifications, applicable Standard and Sepia Drawings, and applicable Special Provisions except as hereafter specified. Article references are to the Standard Specifications. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Maintaining and Controlling Traffic; (2) Construct Signs; (3) all other work specified in the Contract.

II. MATERIALS

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

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

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** All site preparation shall be as approved or directed by the Engineer. Be responsible for all site preparation including, but not limited to, staking, excavation, special excavation, embankment and embankment in place; and removal of obstructions or any other items. Perform all site preparation only as approved or directed by the Engineer.
- C. Signs and Posts. All signs are to be located at the approximate stations listed and the exact location for each sign shall be determined by the contractor and approved by the Engineer. Remove any damaged or down signs posts at locations where new signs will be installed. Dispose of sign posts off right-of-way at no additional cost to the Department. No direct payment will be made for the removal and disposal of posts, but will be considered incidental to the bid item "SBM ALUM SHEET SIGNS .125 IN OR .080 IN".

Before beginning installation, the contractor shall furnish to the project engineer for written approval drawings, descriptions, manufacturer's cuts, etc. covering all material used. Mill test reports for beams, steel panels, and each different gauge of aluminum or steel sheeting used must be submitted to the division of construction and approved prior to erection. Bracing for sheeting signs shall be incidental to steel posts.

Fabricate sheet signs from .080 or .125 gauge aluminum alloy 5052-H38 or 6061-T6 sheets in accordance with ASTM B-209 and be the size and shape specified. Prepare the side to receive the retroreflective background material according to the aluminum sheet and reflective material manufacturer's recommendations. Label sheeting signs as S-#. Sheeting used as background material for sign faces is to be the color specified and visually in accordance with standard requirements of ASTM D-4956 and meet the requirements of Section 830 of the standard specifications. All retroreflective materials shall be fabricated and assembled in accordance with manufacturer's specifications and/or recommendations.

All hardware for the erection of sheeting signs shall be cadmium plated steel in accordance with ASTM B-776 and ASTM A-307. All beams and posts shall be of sufficient lengths to extend from the top of the sign to the required base embedment. Type I steel posts shall be either standard installation in soil, with soil stabilizer. Type I steel post in soil shall be driven four feet (4') below the ground line. Signs shall be installed with a soil stabilizer. However, if solid rock is encountered, the contractor shall drill holes of the required depth into the rock, and backfill with concrete. The cost shall be incidental to steel post, and soil stabilizers will not be required. Bracing shall be incidental to Type I post. All steel post shall meet the requirements of Section 832 of the standard specifications.

New concrete bases, support beams, etc. are to be installed prior to dismantling any existing sign. If any existing signs are to be out of service for more than one work shift, temporary signing of the proper shape and with copy of similar configuration to the existing signing shall be installed at the same approximate location as the out-of-service sign. The cost of any temporary signing so used shall be incidental to the cost of removal of existing sign support beams. The removal of beam sign supports is to be done concurrently with the relocation of affected signs to new supports.

On signs where there are more than one sign assembly mounted beside each other, the post shall be spaced to provide approximately six inches (6") of spacing between signs.

Clearing and grubbing, and tree trimming, where required for construction of the sign, will be incidental to the contract and no direct payment will be allowed. Any area disturbed shall be side graded to the existing slopes and reseeded as directed by the Engineer at no additional cost to the Department.

- **D. Erosion Control.** See Erosion Control Plan.
- **E. Property Damage.** The Contractor will be responsible for all damage to public and/or private property resulting from his work. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.

- F. Coordination with Utility Companies. Locate all underground, above ground and overhead utilities prior to beginning construction. The Contractor shall have the responsibility for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations.
- **G. Right of Way Limits.** The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit his activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. The Contractor shall be responsible for all encroachments onto private lands.
- **H. Disposal of Waste.** Dispose of all removed concrete, debris, and other waste as per Section 204.03.08. The Department will incur no cost to obtain the disposal sites. The Department will NOT make direct payment for disposal of waste and debris from the project.
- **I. Final Dressing, Seeding and Protection, and Clean Up.** Apply final dressing, class A to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with Seed Mixture No. 1. The Department will NOT make direct payment for final dressing, seeding and protection, and clean up.
- **J. Caution.** The information in this proposal and shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw his own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.
- K. Control. Perform all work under the absolute control of the Department. Obtain the Engineer's approval of all designs required to be furnished by the contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the

Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the contractor.

V. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment but shall be incidental to other items of work.
- C. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will NOT MEASURE for payment the operations shown here. These include Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item "SBM ALUM SHEET SIGNS .125 IN OR .080 IN".

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment but shall be incidental to other items of work.
- **C. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal.** The Department will NOT pay as per applicable sections for the following operations: Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item "SBM ALUM SHEET SIGNS .125 IN OR .080 IN".

SPECIAL NOTES FOR PIPE EXTENSIONS

Except as provided herein, perform all work in accordance with the Department's 2008 Standard Specifications, interim Supplemental Specifications, Standard and Sepia Drawings, and Special Notes and Special Provisions, current editions. Article references are to the Standard Specifications. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Maintaining and Controlling Traffic; (2) Constructing pipe extensions; (3) Embankment; (4) Remove/Install Headwalls; and (5) any other work as specified by this contract.

II. MATERIALS

Provide for sampling and testing of all materials in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these notes.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Culvert Pipe. Furnish pipe meeting the requirements of Section 810. Select pipe for Ph range Medium and minimum fill cover height according to Sepia Drawing 009 and Standard Drawing RDI-035-01.
- **C. Erosion Control.** See Special Note for Erosion Control.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Erosion Control.** See Special Note for Erosion Control Plan.
- **C. Site Preparation.** Be responsible for all site preparation, including but not limited clearing and grubbing, and incidental excavation and backfilling; removing any obstructions or items; restoration of pavements, slopes, and all disturbed areas; final dressing and cleanup; and disposal of materials. Perform all site preparation only as approved or directed by the Engineer. Immediately prior to completion, clean all existing and new culvert pipe and clean ditches. Provide positive drainage of pavement, shoulders, slopes, and ditches at all times during and upon completion of construction.
- **D. Pipe**. Construct culvert pipe at the location designated by the Engineer. The Engineer will establish final centerline, flow lines and skew to obtain the best fit of the existing ditches and channels. Construct pipe bedding according to Section 701 and the

applicable Standard or Sepia Drawings. Use approved connecting bands or concrete anchors as required. Prior to backfilling pipe, obtain the Engineer's approval of the pipe installation. Provide Positive drainage upon completion of pipe installation.

- **F. Pipe Backfill.** Backfill the pipe with according to Section 701.03.06.
- **G. Embankments.** Backfill pipe extensions and construct shoulder embankments as directed by the Engineer. Provide positive drainage of slopes and median at all times during and upon completion of construction.
- **H. Final Dressing, Clean Up, Seeding and Protection, and Restoration.** After all work is completed, remove all waste and debris from the job site. Grade all disturbed areas to blend with the adjacent roadway features and to provide a suitable seed bed. Perform Class A Final dressing on all disturbed areas. Seed and protect all disturbed earthen areas according to the Special Notes for Erosion Control Plan.
- **I. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- **J. Disposal of Waste.** Dispose of all removed concrete, pipe, pavement, debris, excess and unsuitable excavation, and all other waste at approved sites off the right of way obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow
- **K. On-Site Inspection.** Before submitting a bid for the work, make a thorough inspection of the site and determine existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid to be evidence of this inspection having been made. The Department will not honor any claims for money or time extension resulting from site conditions.
- **L. Right-of-Way Limits.** All work is located within the existing right of way. Limit work activities to the Right-of-Way and work and staging areas secured by the Contractor at no additional cost to the Department. Be responsible for all encroachments onto private lands.
- **M. Caution.** The information in this proposal and shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw his own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.
- **N. Control.** Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor

prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, site preparation will not be measured for payment, but shall be incidental to culvert pipe.
- **C. Erosion Control.** See Special Note for erosion Control.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Culvert Pipe. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment and incidentals for furnishing and installing new culvert pipe, and furnishing and placing flowable fill.
- **C. Erosion Control.** See Special Note for Erosion Control.

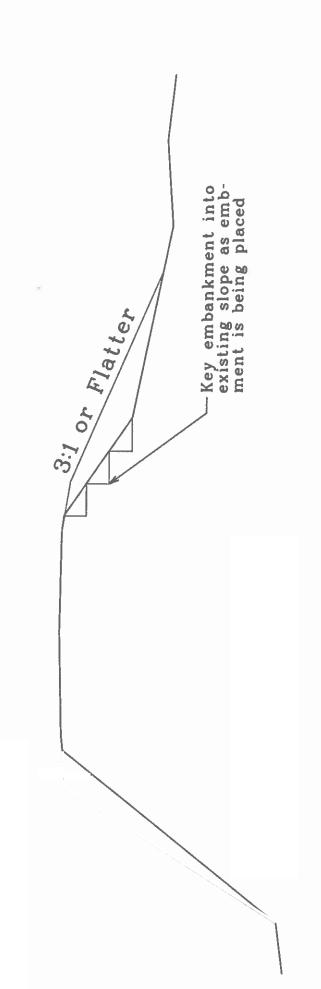
KNOX COUNTY 061GR12P006-HSIP AND FD05



TYPICAL SECTION MP 0.995, 1.250

Typical for MP 0.995 to 1.120, MP 1.250 to 1.500,

R/W Throughout area varies and will be staked prior to any fill being placed. All work to be performed on R/W.



TYPICAL SECTION MP 0.504

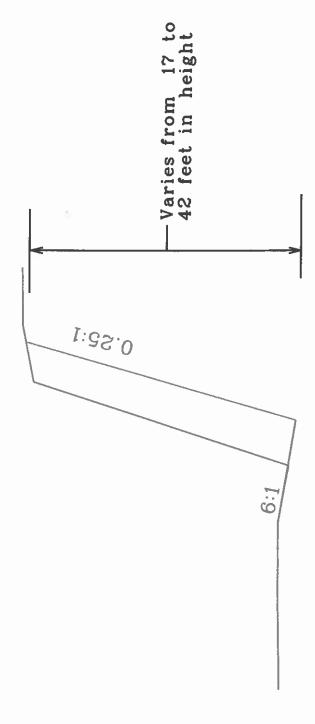
Typical for Sta 0.00 to 3.00 Goodin Creek Road MP 0.504 R/W Throughout area is 30' from CL All work to be performed on R/W

Excavation Area - Varies Existing Slope

Offset from Edge Line varies from 13 foot at Sta 0+00 (MP 0.504) and matches Existing at Sta 3+00 (MP 0.561)

TYPICAL SECTION MP 1.765

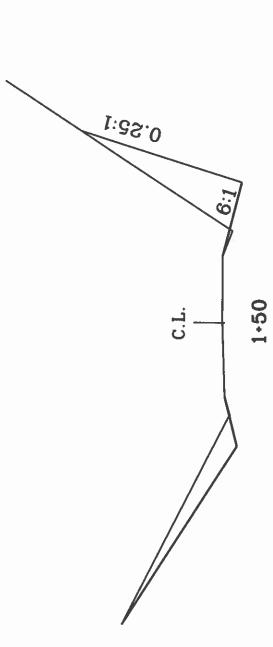
Typical for Sta 0.00 to 3.50 Matlock Hollow RD MP 1.765 R/W Throughout area is 50' from CL All work to be performed on R/W



t from Edge Line Sta 0.00 (MP 1.765) and matches Existing at Sta 3.50 (MP 1.699) Offset 14 foot from

TYPICAL SECTION MP 1.900

Typical for Sta 0.00 to 3.50 MP 1.903 R/W varies from 30 to 75' from CL. All work to be performed on R/W R/W will be staked in field by Engineer.

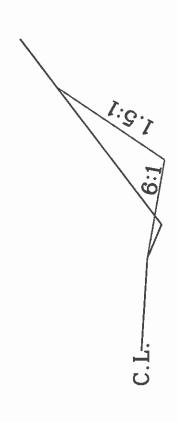


Lt Sta 0.00 (MP 1.903)
Offset 10 foot from Edge Line
and maintain 2:1 slopes throught cut
If rock is encountered: slope face
can be increased to 0.5:1.

Match existing slope
Rt Sta 0+00 (MP 1.903)
Offset 10 foot from Edge Line
at center of curve and match Existing
at Sta 3+50 (MP 1.969)

TYPICAL SECTION MP 1.950

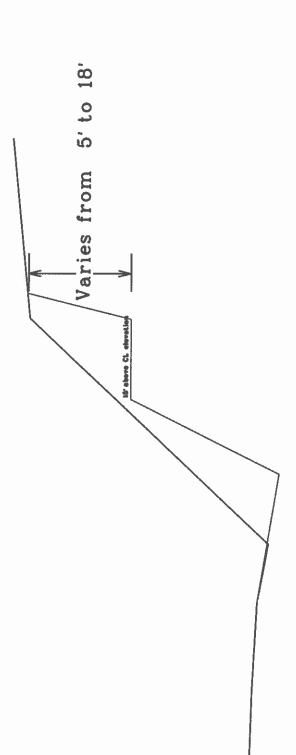
Typical for Sta 0.00 to 4.50 MP 1.950 R/W Throughout area is 30' from CL. All work to be performed on R/W. R/W to be staked by Engineer.



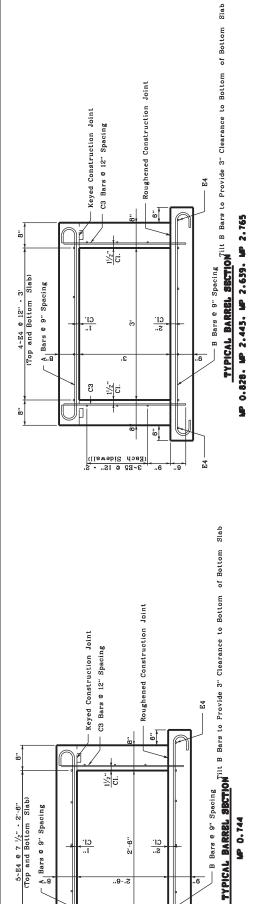
at Midpoint 2.035) Offset from Edge Line varies. Match exiting slope at Sta 0+00 (MP Relocate ditch 12 foot from Edge Line a foot from Edge Line slope at Sta 3+00 (MP existing Match

TYPICAL SECTION MP 2.800

Typical for Sta 0.00 to 8.50 MP 2.800 R/W Throughout area is 50' from CL. All work to be performed on R/W. R/W to be staked by Engineer.



Edge Line at Midpoint 8+50 (MP 2.960) above CL Elev 2.800) Engineering varies. Line om Edge l slope at S foot Offset from be staked exiting Match Relocate back Match Bench Cut will



Roughened Construction Joint

S..

B Bars @ 9" Spacing

Keyed Construction Joint

CJ.

S 1/2,

5~E4 @ 7 1/2" = 2'-6" (Top and Bottom Slab) A Bars © 9" Spacing C3 Bars @ 12" Spacing

<u>`</u>2|2

S.-9.,

(Esch Sidewall) 3-E5 @ 9" - 1'-6"

NOTES GENERAL

SPECIFICATIONS. All references to the standard Specifications are to the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction with current Supplemental Specifications. All references to the AASHTO Specifications are to the current edition of the AASHTO Standard Specifications are to the current edition of the AASHTO Standard Specifications for Highway Bridges, with interims.

9 REINFORCEMENT: Dimensions shown from the face of concrete to bars are center of bars unless otherwise shown. Spacing of bars is from center to center of bars. Clear distance to face of concrete is 2" unless otherwise noted. Field bending will be allowed at Barrel/Headwall interface overlaps. Dowel bars to be epoxied into existing concrete and overlap steel in of barrel extension a minimum of 12".

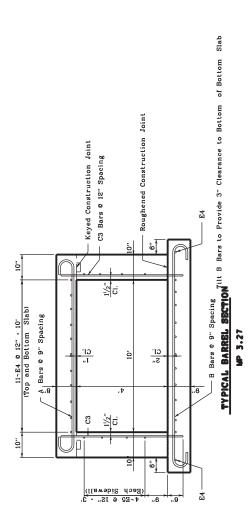
All exposed edges shall be beveled 7/8" unless otherwise shown.

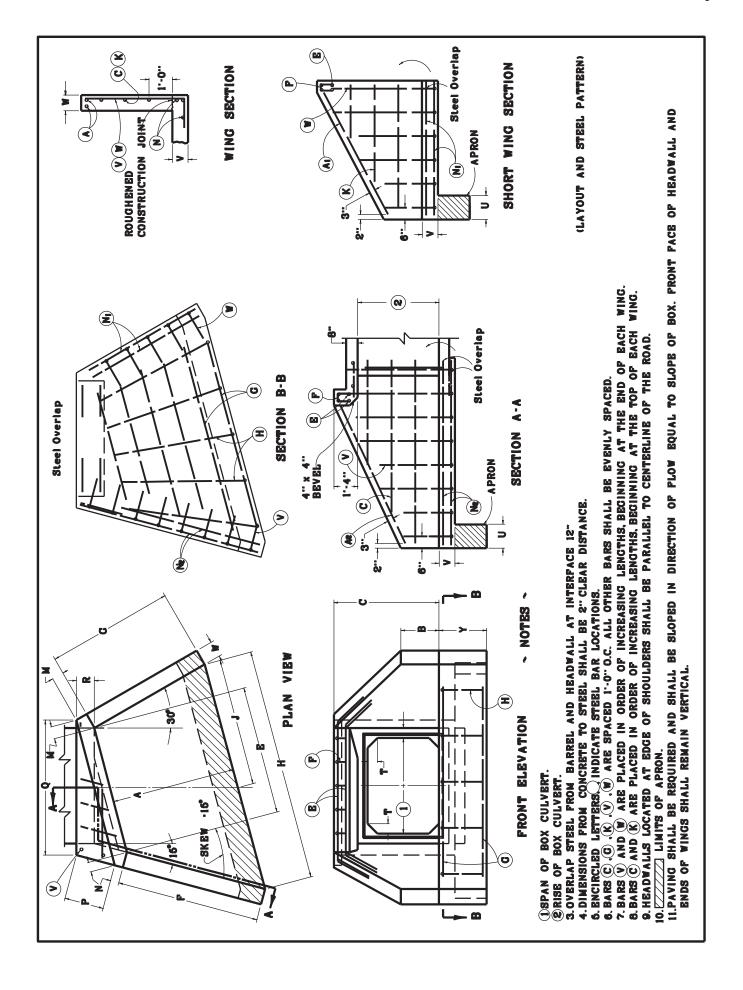
BEVELED EDGES

degrees Fahrenheit. **DIMENSIONS.** Dimensions are for a normal temperature of 60 Layout dimensions are horizontal measurements.

Class "A" concrete shall be used throughout. CONCRE TES CONSTRUCTION JOINTS: Vertical construction joints shall be located in field, except that no construction joint shall be located in the barrel within six feet of the ends of the culvert.

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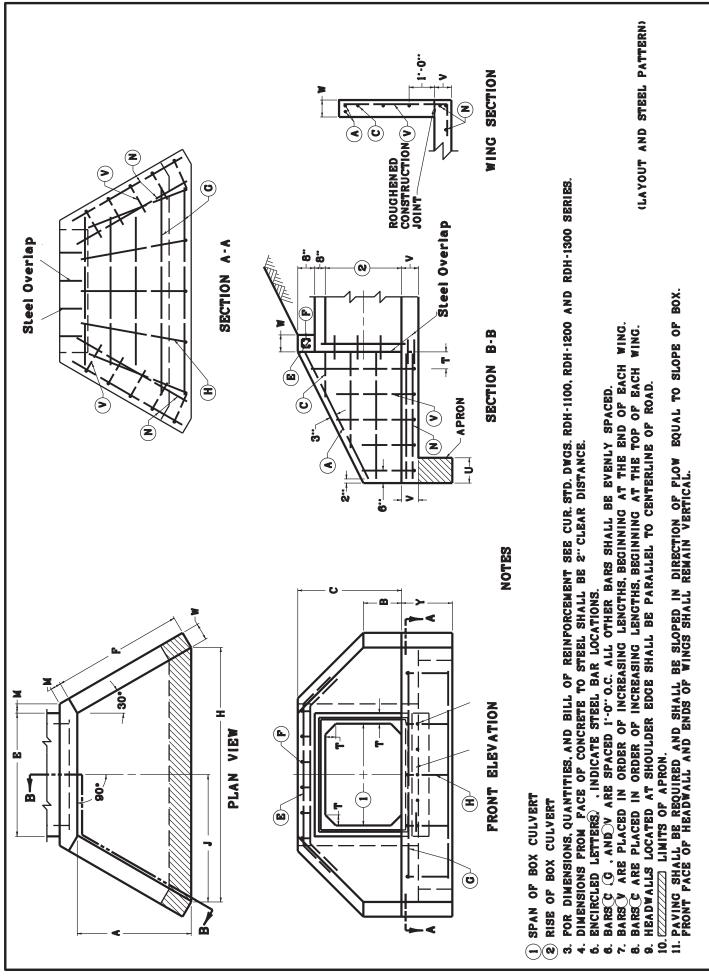




					30	30 DEG	SKEW		BOX CULVERT	VERT			
 DIMENSION	30"×30"	3'x2'	3'x3'	4.x2.	4'x3'	4.x4.	5'x3'	5.x4.	5.x5	6'x3'	6'x4'	6'x5'	6'x6'
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30 DEG SKEW HEADWAL

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Foundation Preparation	1	L.S.

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OUTLET LOCATION

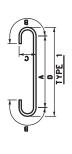
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MP 0.744 CULVERT EXTENSION BILL OF REINFORCEMENT	שרנו רפניעונטי	Top Slab	Bottom Slab	Sidewalls	Top & Bottom Slabs	Sidewalls	Dowel Bars	סמורנו רפניעופו	Top Slab	Bottom Slab	Sidewalls	Top & Bottom Slabs	Sidewalls	Dowel Bars
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CULVERT EXTENSION REINFORCEMENT
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DOWELS	Str.	20	2	3-1	Dowel Bars				

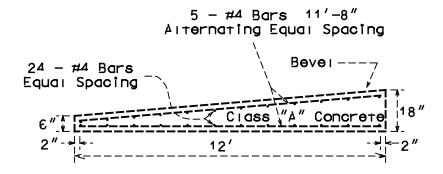
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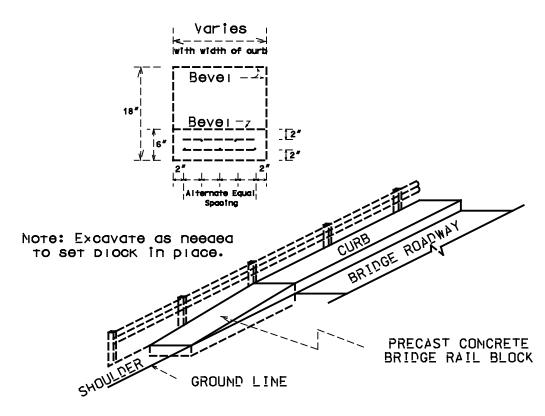


MP 2,443 CULVERT EXTENSION BILL OF REINFORCEMENT	HO. SIZE LENGTH CUTLET LOCATION AFE BY C/G D/M	6 5-7 Top Slab 3-7 1-0 0-5 4-0	6 6-7 Bottom Slab 4-7 1-0 0-5 5-0	4 4-0 Sidewalls	5 20-9 Top & Bottom Slabs	4 21-4 Sidewalls	
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	Str.	9	4	25- 4	Sidewells				
	Str.	20	2	3- 1	Down Born				

PRECAST CONCRETE BRIDGE RAIL BLOCK





NOTE: ALL EYPOSED EDGES SHALL BE BEVELED 3/4"

Curve Layout Sheet and Sign List

Beg MP	End MP	Direction	Speed on Curve	Signs
0.89	0.96	NB	NA	W1-2R
0.96	0.89	SB	NA	W1-2L
1.15	1.28	NB	45	W1-2R, W13-1P
1.28	1.15	SB	45	W1-2L, W13-1P
1.75	1.87	NB	30	W1-1L, W13-1P, W1-8L (8), W1-6
1.87	1.75	SB	30	W1-1R, W13-1P, W1-8R (8), W1-6
1.95	2.13	NB	35	W1-4R, W13-1P, W1-8R (8), W1-6
2.13	1.95	SB	35	W1-4R, W13-1P, W1-8L (8), W1-6
2.39	2.52	NB	30	W1-1R, W13-1P, W1-8R (9), W1-6
2.52	2.39	SB	30	W1-1L, W13-1P, W1-8L (9), W1-6
2.60	2.72	NB	45	W1-4L, W13-1P
2.72	2.60	SB	45	W1-4L, W13-1P
2.80	2.95	NB	30	W1-1L, W13-1P, W1-8R (8), W1-6
2.95	2.80	SB	30	W1-1R, W13-1P, W1-8L (8), W1-6
3.20	3.35	NB	45	W1-2L, W13-1P
3.35	3.20	SB	45	W1-2R, W13-1P
KY 1809 Int	ersection			R1-1

Place all Signs in accordance with Section 2C of the 2009 MUTCD. All signs will be laid out by Project Engineer and approved by District 11 Traffic Engineer.

SPECIAL NOTE FOR ASPHALT MIXTURES USING RECLAIMED MATERIALS

** The Contractor may elect to use this Special Note in lieu of Section 409 of the 2008 Standard Specifications for Road and Bridge Construction. The Contractor must notify the Department in writing of which specification they plan to use prior to beginning work.

2012-409.01 DESCRIPTION. 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. For other sources to be approved, satisfactorily establish to the Engineer that the quality of the material is acceptable.

Use either pre-consumer (manufacturer waste or new) or post-consumer reclaimed asphalt shingles (RAS) that are processed such that all the material passes the 3/8-in. sieve. Ensure pre-consumer RAS is free of deleterious materials. Ensure post-consumer RAS does not contain more than 1.5 percent wood by mass or more than 3.0 percent deleterious materials by mass.

2012-409.02 MATERIALS AND EQUIPMENT. Conform to the guidelines in Subsection 2012-409.03.03 for the required grade of asphalt binder which is based on the percentage of effective binder content of the mixture.

2012-409.03 CONSTRUCTION. Keep reclaimed material of different gradation, asphalt binder content, asphalt binder properties, and aggregate properties separate at all times, including when stockpiling and feeding. The Department may approve other methods and procedures provided that all characteristics of the reclaimed material remain uniform.

2012-409.03.01 Polish-Resistant Aggregate. When electing to utilize polish-resistant aggregate in reclaimed material to satisfy a portion of the polish-resistant aggregate requirements for the mix, provide documentation to the Engineer's satisfaction that the reclaimed material consists of the specified amount of polish-resistant aggregate. Provide samples of the reclaimed material to the Engineer for verification testing.

2012-409.03.02 Asphalt Binder Content Adjustment for RAS. Recognizing that not all asphalt binder in RAS is activated during the mixing operation to fully blend with the virgin materials, the Department will reduce the asphalt binder content determined by Kentucky Method 64-405 for RAS by 25 percent.

2012-409.03.03 Preparation of Mixture.

A) Mix Requirements. Conform to the Contract requirements for each mixture produced using reclaimed material consisting of RAP, RAS, or a combination of RAP and RAS. Conform to the following table to select the appropriate grade of virgin asphalt binder to blend with the reclaimed material. Calculate the percentage of effective binder content as follows:

Percentage of effective binder content = [(A*B) + (0.75*C*D)]/E, where

- A = Asphalt binder content of the RAP (%);
- B = Percentage of RAP in the mix (%);
- C = Asphalt binder content of the RAS (%);
- D = Percentage of RAS in the mix (%); and
- E = Effective binder content of the mix (%).

ASPHALT MIXTURES V	WITH NOMINAL-MAXIMUI	M AGGREGATE SIZE		
	OF 0.5 in., 0.38 in., and No. 4			
ASPHALT BINDER	VIRGIN ASPHA	ALT BINDER		
SPECIFIED IN	RA	P		
MIXTURE	< 20 % Effective Binder	21-30 % Effective		
BID ITEM	Content	Binder Content		
PG 64-22	PG 64-22	PG 58-28		
PG 76-22	PG 76-22			
	RA	S		
	≤ 13 % Effective Binder	14-20 % Effective		
	Content	Binder Content		
PG 64-22	PG 64-22	PG 58-28		
PG 76-22				
	RAP and	I RAS		
	≤ 15 % Effective Binder 16-25 % Effective			
	Content Binder Content			
PG 64-22	PG 64-22	PG 58-28		
PG 76-22				

	WITH NOMINAL-MAXIMU	
ASPHALT BINDER	F 1.50 in., 1.00 in., and 0.75 in. VIRGIN ASPHA	
SPECIFIED IN	RA	P
MIXTURE	≤ 25 % Effective Binder	26-35 % Effective
BID ITEM	Content	Binder Content
PG 64-22	PG 64-22	PG 58-28
PG 76-22	PG 76-22	
	RA	S
	≤ 16 % Effective Binder	17-24 % Effective
	Content	Binder Content
PG 64-22	PG 64-22	PG 58-28
PG 76-22		
	RAP and	l RAS
	≤ 18 % Effective Binder	19-30 % Effective
	Content	Binder Content
PG 64-22	PG 64-22	PG 58-28
PG 76-22		

B) Mixing. Obtain the Engineer's approval for the method of incorporating the reclaimed material into the mixture. Thoroughly mix the new and reclaimed materials into a uniform mass. Ensure that the final mixture conforms to all requirements of the Contract. Ensure that the moisture content of the final mixture is not detrimental to the handling, hauling, placing, or compacting of the mixture.

2012-409.04 MEASUREMENT. The Department will not measure reclaimed material separately but will include it in the measured quantities of asphalt mixture produced.

2012-409.05 PAYMENT. The Department will make payment for the completed and accepted quantities under the appropriate pay item for the asphalt mixture being produced.

The Department will not make separate payment for incorporating reclaimed material. The Department will not increase or decrease the Contract unit prices for any asphalt mixture on the project as a result of using, or not using, reclaimed material in the asphalt mixtures.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

KNOX COUNTY 061GR12P006-HSIP AND FD05

Contract ID: 122209 Page 54 of 156

SPECIAL NOTE FOR AWARD OF CONTRACT

Contrary to Section 103.02, the Department may hold the Bid Proposals of any or all bidders for a period not to exceed 90 calendar days for final disposition of award. The Department may hold the Bid Proposal of the lowest bidder longer than 90 calendar days if the bidder concurs.

Contrary to Section 103.04, The Department will hold the Proposal Guaranty of the lowest bidder and the Proposal Guaranty of the second lowest bidder, as determined by the Commissioner, until the Department awards the Contract and executes and approves the Contract and bond of the successful bidder, or until the Department rejects all Bid Proposals. If the Department does not make an award within 90 calendar days, the Department will return all Proposal Guaranties.

Except as provided in this note or elsewhere in the proposal, the Department will apply all other applicable portions of Section 103.

1-3002 Award of Contract 01/02/2012

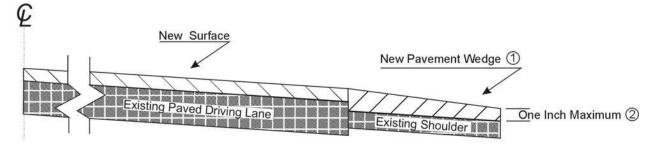
SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER SEPARATE OPERATION KY 2418

- **1.0 MATERIALS.** Provide an Asphalt Mixture for Pavement Wedge conforming to Section 407 of the Standard Specifications or an Asphalt Surface Mixture conforming to Section 403 of the Standard Specifications, as applicable to the project, for the pavement wedge.
- **2.0 CONSTRUCTION.** Place the Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture as a separate operation from the driving lane. Prime the existing shoulder with tack material as the Engineer directs before placing the wedge. Construct according to Sections 407.03 and 403.03 as applicable.

When the Engineer deems it appropriate to pave both the driving lane and the adjoining wedge monolithically, equip the paver with a modified screed that extends the full width of the wedge being placed and is tapered to produce a wedge. Obtain the Engineer's approval of the modified screed before placing shoulder wedge monolithically with the driving lane.

The wedge may vary in thickness at the edge of the driving lanes. Where existing site conditions permit, limit the outside edge thickness of the new paving limits to one inch above the existing shoulder wedge elevation. If an Asphalt Surface Mixture is furnished for the pavement wedge, texture according to Section 403.03.08.

The following sketch is primarily for the computation of quantities; however, the wedge will result in a similar cross-section where sufficient width exists. Do not construct a shoulder for placing the wedge unless specified elsewhere in the Contract.



- ① Slope varies, but is down from the driving lanes except on outside of some curves where superelevation controls.
- 2 Where existing site conditions permit.
- **3.0 MEASUREMENT.** The Department will measure Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture placed as the pavement wedge according to Sections 403 and 407 as applicable.
- **4.0 PAYMENT.** The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures placed as pavement wedge according to Section 403. The Department will make payment for the completed and accepted quantities of Asphalt Mixture for Pavement Wedge according to Section 407.

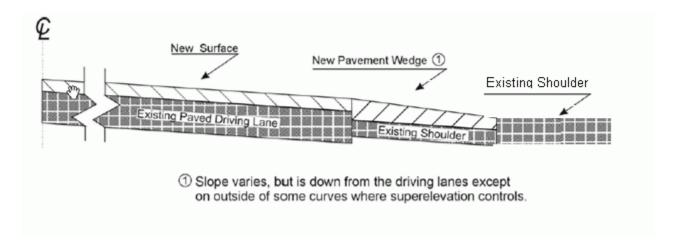
SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER MONOLITHIC OPERATION KY 11

- **1.0 MATERIALS.** Provide an Asphalt Surface Mixture conforming to Section 403 of the Standard Specifications, as applicable to the project, for the pavement wedge.
- **2.0 CONSTRUCTION.** Place the specified Asphalt Surface Mixture on shoulders monolithically with the driving lane. Prime the existing shoulder with tack material as the Engineer directs before placing the wedge. Construct according to Section 403.03 of the Standard Specifications.

Equip the paver with a modified screed that extends the full width of the wedge being placed and is tapered to produce a wedge. Obtain the Engineer's approval of the modified screed before placing shoulder wedge monolithically with the driving lane.

The wedge may vary in thickness at the edge of the milled area in the shoulder. If the area to receive the shoulder wedge is milled prior to placement, during rolling operations pinch the outside edge of the new inlay wedge to match the existing shoulder elevation not being resurfaced. Unless required otherwise by the Contract, construct rolled or sawed rumble strips according to Section 403.03.08, as applicable.

The following sketch is primarily for the computation of quantities; however, the wedge will result in a similar cross-section where sufficient width exists. Do not construct a shoulder for placing the wedge unless specified elsewhere in the Contract.

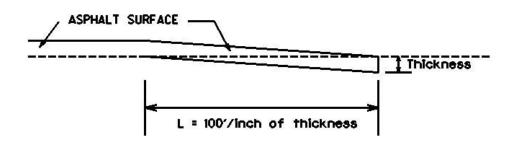


- **3.0 MEASUREMENT.** The Department will measure Asphalt Surface Mixture placed as the pavement wedge according to Section 403.
- **4.0 PAYMENT.** The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures on payement wedges according to Section 403.

SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at ramps, as applicable. Unless specified in the Contract or directed by the Engineer, do not construct edge keys at intersecting streets, roads, alleys, or entrances. Cut out the existing asphalt surface to the required depth and width shown on the drawing and heel the new surface into the existing surface. The Department will make payment for this work at the Contract unit price per ton for Asphalt Pavement Milling and Texturing, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

EDGE KEY



Thickness = $\underline{1}$ Inch

 $L = \underline{100} LF$

L= Length of Edge Key

SPECIAL NOTES FOR BRIDGE GUARDRAIL INSTALLATION

I. DESCRIPTION

All work shall be performed in accordance with the Department's 2008 Standard Specifications and applicable Special Provisions except as hereafter specified. Article references are to the Standard Specifications.

This work shall consist furnishing all equipment, labor, materials, and incidentals for the following: (1) Site Preparation; (2) Do temporary erosion control, temporary pollution control, seeding and protection, and clean up; (3) Remove existing guardrail systems; (4) Furnishing and installing guardrail systems, including bridge guardrail (Case II), guardrail - steel "W" beam (single face - A), Thrie beam rail, end treatments, bridge end connectors, and 9 Ft Posts; (5) furnishing all materials, labor, and equipment needed for the installation of Precast Concrete Bridge Rail Block, as required; (6) Maintaining and control traffic; and (7) all other work specified in the Contract.

II. MATERIALS

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

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Seeding and Protection**. Use Seed Mixture No. 1.
- **C. Guardrail Posts.** Steel Guardrail posts are required. No alternate is allowed.
- **D.** Guardrail-Steel "W" Beam, Single Face-A. Guardrail Steel "W" Beam, Single Face-A shall meet the requirements of Section 814.
- **E. Bridge Guardrail Case I, I-A, I-B, II.** Bridge Guardrail Case II shall meet the requirements of Section 814. Thrie Beam will be used for the Case II installation.
- **F.** Concrete Bridge Rail Block. Use reinforcement steel of Grade #40, #50, or #60. See Section 811. Use Class "A" Concrete and meet requirements of Section 801, 844 and 802 and applicable parts of Section 601 of the current specifications.

III. CONSTRUCTION METHODS

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

- **B. Site Preparation**. Prepare the shoulder for the guardrail installation, which includes regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; filling voids left as the result of removing existing guardrail and guard posts with dry sand; removal of all obstructions or any other items; excavation and embankment; temporary pollution and erosion control; disposal, of waste materials; final dressing and cleanup; and seeding and protection. All site preparation shall be as approved or directed by the engineer.
- C. Remove existing Guardrail system, including Concrete Posts and Existing Guardrail End Treatments. Remove existing guardrail system including the guardrail end treatments, Bridge End connectors and all other elements of the existing guardrail system as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way.

Dispose of all existing concrete off the right of way at locations approved by the Engineer. Salvage existing material as per Section 719.03.06 except the Contractor shall deliver existing salvaged guardrail system materials to the Bailey Bridge Lot at Wilkinson Blvd in Frankfort, KY. Contact Bailey Bridge Lot Supervisor at (502) 564-2946 to schedule the delivery of material. Deliver the material between the hours of 8:00AM and 4:30PM, Monday through Friday. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area.

D. Installation of Guardrail systems. Furnish Guardrail systems as per Section 719. Steel Guardrail posts are required. No alternate is allowed. The shoulder width shall be a minimum of 2 Ft unless otherwise directed by the Engineer. Grade slopes and shoulders as per applicable guardrail standard drawings. Guardrail locations shown on summary and/or drawing is approximate only. The Engineer will determine the exact termini for guardrail installations at time of construction. Construct radii at entrances and road intersections as per applicable Standard Drawings.

The guardrail shall be erected to the lines and grades shown on current standard drawings or as designated by the Engineer. Unless otherwise directed, the guardrail shall be constructed 2' 3" above true theoretical shoulder elevations, or by any method approved by the Engineer which allows the construction of the guardrail to the true grade and prevents apparent sags.

When installing guardrail the blunt end shall NOT be left exposed where it would be hazardous to the public. When it is not practical to complete the construction of the rail or the permanent end treatments first, the Engineer may require a temporary end by connecting at least 25 feet of rail to the last post, and by slightly flaring, and burying the end of the rail completely into the existing shoulder. If left overnight, a drum with bridge panel as detailed on Standard Drawings for Miscellaneous Traffic Control Devices shall be placed in advance of the guardrail end and maintained during use. The cost of the temporary end, including the barrier and panel, shall be included in the unit price for Guardrail, Steel "W" Beam - Single Face.

Construction of Bridge Guardrail, Case II. Install bridge guardrail (Thrie Beam), guardrail-steel "W" beam - single face, single face-A, end treatments, bridge end connectors, and terminal sections in accordance with section 719, and the guardrail summary.

Install Guardrail (single face-A) at the bridge ends in conjunction with the Bridge Guardrail Case I, I-A, I-B, or II as described in the bridge guardrail detail sheet for a length of 25'-0" as detailed in Standard Drawing BHS-007-05. Install guardrail single face - A at all four corners of the bridge, unless otherwise indicated in these notes or on the attached guardrail summary.

Construction of Concrete Bridge Rail Block. Construct the Concrete Bridge Rail Block as per the Concrete Bridge Rail Block detail sheet. Excavate, fill, and compact as needed to set the block in place. The corners of the bridge facing traffic will receive this treatment unless otherwise indicated in these notes.

- **E. Property Damage.** The Contractor will be responsible for all damage to public and/or private property resulting from his work.
- F. Coordination with Utility Companies. NOTICE: Utility locations are not shown in the proposal for this project and have not been located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. The Contractor shall have the responsibility for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his Operations.
- **G. Right of Way Limits**. The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit his activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. The Contractor shall be responsible for all encroachments onto private lands.
- **H. Disposal of Waste**. Dispose of all removed concrete, debris, and other waste as per Section 204.03.08. The Department will incur no cost to obtain the disposal sites. The Department will NOT make direct payment for disposal of waste and debris from the project.
- **I. Final Dressing, Seeding and Protection, and Clean Up**. Apply Final Dressing, Class A to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with Seed Mixture No. 1. The Department will NOT make direct payment for final dressing, seeding and protection, and clean up.

IV. METHOD OF MEASUREMENT

- **A. Maintain and Control Traffic.** See Traffic Control Plan.
- **B. Site preparation.** Site preparation will not be measured for payment but shall be incidental to the bid item "Guardrail, Steel "W" Beam, Single Face".
- **C. Remove Guardrail End Treatment**. The Department will measure the quantity as each.
- **D. Bridge Guardrail Case II.** The Department will measure the quantity in Linear Feet.
- **E. Precast Concrete Bridge Rail Block.** The Department will measure the quantity as each.
- V. BASIS OF PAYMENT
- **A. Maintain and Control Traffic.** See Traffic Control Plan.
- **B. Site Preparation.** Payment for site preparation shall be not paid directly. Site Preparation will be incidental to the bid item "Guardrail, Steel "W" Beam Single Face".
- **C. Remove Guardrail End Treatment.** The Department will make payment for the completed and accepted quantities of remove guardrail end treatment. The Department will consider payment as full compensation for furnishing all materials, equipment, labor, other expenses and all incidentals necessary to complete this work to remove the guardrail end treatment.
- **D.** Guardrail, Steel W Beam, Single Face A. The Department will make payment for the completed and accepted quantities of Guardrail, Steel W Beam, Single Face-A. This shall be full compensation for furnishing all materials, equipment, labor, other expenses and all incidentals necessary to complete this work and shall include the "W" beam guardrail (2 ply for extra strength), guardrail post, offset blocks, hardware, and other incidentals necessary to complete the installation within the 25'-0" limit as detailed. All four corners of the Bridge are to receive this guardrail treatment unless otherwise indicated in these notes and the attached guardrail summary.
- **E. Bridge Guardrail Case II.** The Department will make payment for the completed and accepted quantities of "Bridge Guardrail, Case II". This shall be full compensation for furnishing all materials, equipment, labor, tools, transportation of materials, other expenses, incidentals and shall include the Thrie beam guardrail, guardrail post, offset blocks, hardware, and other incidentals necessary to complete this work. See attached drawing for detailed information on the required bridge guardrail.
- **F.** Precast Concrete Bridge Rail Block. The Department will make payment for the completed and accepted quantities of "Precast Concrete Bridge Rail Block" shall be full compensation for furnishing all materials, equipment, labor, other expenses and all incidentals necessary to complete this work and shall include the reinforcement steel, concrete, hardware, and excavation, backfill, and compaction if applicable, and other incidentals necessary to complete the installation as detailed on the drawing.

SPECIAL NOTES FOR GUARDRAIL

I. DESCRIPTION

All work shall be performed in accordance with the Department's current Standard Specifications and applicable Special Provisions except as hereafter specified. Article references are to the Standard Specifications.

This work shall consist furnishing all equipment, labor, materials, and incidentals for the following: (1) Site Preparation; (2) Do temporary erosion control, temporary pollution control, seeding and protection, and clean up; (3) Remove existing guardrail systems; (4) Furnishing and installing guardrail systems, including 9 Ft Posts; (5) Maintaining and control traffic; and (6) all other work specified in the Contract.

II. MATERIALS

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

- **A. Maintain and Control Traffic.** See Traffic Control Plan.
- **B. Seeding and Protection**. Use Seed Mixture No. 1.
- **C. Guardrail Posts**. Steel Guardrail posts are required. No alternate is allowed.

III. CONSTRUCTION METHODS

- **A. Maintain and Control Traffic.** See Traffic Control Plan.
- **B. Site Preparation.** Prepare the shoulder for the guardrail installation, which includes regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; filling voids left as the result of removing existing guardrail and guard posts with dry sand; removal of all obstructions or any other items; excavation and embankment; temporary pollution and erosion control; disposal, of waste materials; final dressing and cleanup; and seeding and protection. All site preparation shall be as approved or directed by the engineer.
- C. Remove existing Guardrail system, including Concrete Posts and Existing Guardrail End Treatments. Remove existing guardrail system including the guardrail end treatments, Bridge End connectors and all other elements of the existing guardrail system as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way.

Dispose of all existing concrete off the right of way at locations approved by the Engineer. Salvage existing material as per Section 719.03.06 except the Contractor shall deliver existing salvaged guardrail system materials to the Bailey Bridge Lot at Wilkinson Blvd in Frankfort, KY. Contact Bailey Bridge Lot Supervisor at (502) 564-2946 to schedule the delivery of material. Deliver the material between the hours of 8:00AM and 4:30PM, Monday through Friday. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area.

D. Installation of Guardrail systems. Furnish guardrail systems as per Section 719. Steel guardrail posts are required. No alternate is allowed. The shoulder width shall be a minimum of 2 Ft unless otherwise directed by the Engineer. Grade slopes and shoulders as per applicable guardrail standard drawings. Guardrail locations shown on summary and/or drawing is approximate only. The Engineer will determine the exact termini for guardrail installations at time of construction. Construct radii at entrances and road intersections as per applicable Standard Drawings.

The guardrail shall be erected to the lines and grades shown on current standard drawings or as designated by the Engineer. Unless otherwise directed, the guardrail shall be constructed 2' 3" above true theoretical shoulder elevations, or by any method approved by the Engineer which allows the construction of the guardrail to the true grade and prevents apparent sags.

When installing guardrail the blunt end shall NOT be left exposed where it would be hazardous to the public. When it is not practical to complete the construction of the rail or the permanent end treatments first, the Engineer may require a temporary end by connecting at least 25 feet of rail to the last post, and by slightly flaring, and burying the end of the rail completely into the existing shoulder. If left overnight, a drum with bridge panel as detailed on Standard Drawings for Miscellaneous Traffic Control Devices shall be placed in advance of the guardrail end and maintained during use. The cost of the temporary end, including the barrier and panel, shall be included in the unit price for Guardrail - Single Face.

Furnish approximately <u>100</u> -9 ft (Extra Length) Steel guardrail posts. The Department will determine the exact location of the extra length posts at the time of guardrail construction.

- **E. Property Damage.** The Contractor will be responsible for all damage to public and/or private property resulting from his work.
- **F.** Coordination with Utility Companies. NOTICE: Utility locations are not shown in the proposal for this project and have not been located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. The Contractor shall have the responsibility for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities.

The Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations.

- **G. Right of Way Limits.** The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit his activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. The Contractor shall be responsible for all encroachments onto private lands.
- **H. Disposal of Waste.** Dispose of all removed concrete, debris, and other waste as per Section 204.03.08. The Department will incur no cost to obtain the disposal sites. The Department will NOT make direct payment for disposal of waste and debris from the project.
- **I. Final Dressing, Seeding and Protection, and Clean Up.** Apply final dressing, class A to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with Seed Mixture No. 1. The Department will NOT make direct payment for final dressing, seeding and protection, and clean up.

IV. METHOD OF MEASUREMENT

- **A. Maintain and Control Traffic.** See Traffic Control Plan.
- **B. Site preparation.** Site preparation will not be measured for payment but shall be incidental to the bid item "Guardrail, Single Face".
- C. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will NOT MEASURE for payment the operations shown here. These include Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item "Guardrail, Single Face".

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Payment for site preparation shall be not paid directly. Site Preparation will be incidental to the bid item "Guardrail, Single Face".
- C. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will NOT pay as per applicable sections for the following operations: Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item "Guardrail, Single Face."

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

Begin paving operations within <u>48 hours</u> of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

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

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

KNOX COUNTY 061GR12P006-HSIP AND FD05

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

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

1-3725 Typical Section Dimensions 01/02/2012

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

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

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

The Engineer may specify days and hours when lane closures will not be allowed.

Maintain alternating one way traffic during construction. Provide a minimum clear lane width of 9 feet for KY 11 and 8 feet for KY 2418; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

LANE CLOSURES

Do not leave lane closures in place during non-working hours.

SIGNS

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

CHANGEABLE MESSAGE SIGNS

If deemed necessary by the Engineer, the Department will furnish, operate, and maintain Changeable Message Signs.

Traffic Control Plan Page 2 of 3

BARRICADES

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

The Department will measure barricades used to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of construction.

PAVEMENT MARKINGS

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course.

As part of the new striping plan edge lines will be placed on KY 11.

Install Temporary Striping according to Section 112 with the following exception:

If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and unresurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

Less than 2" - No protection required.

Traffic Control Plan Page 3 of 3

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

Greater than 4' - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing on coming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

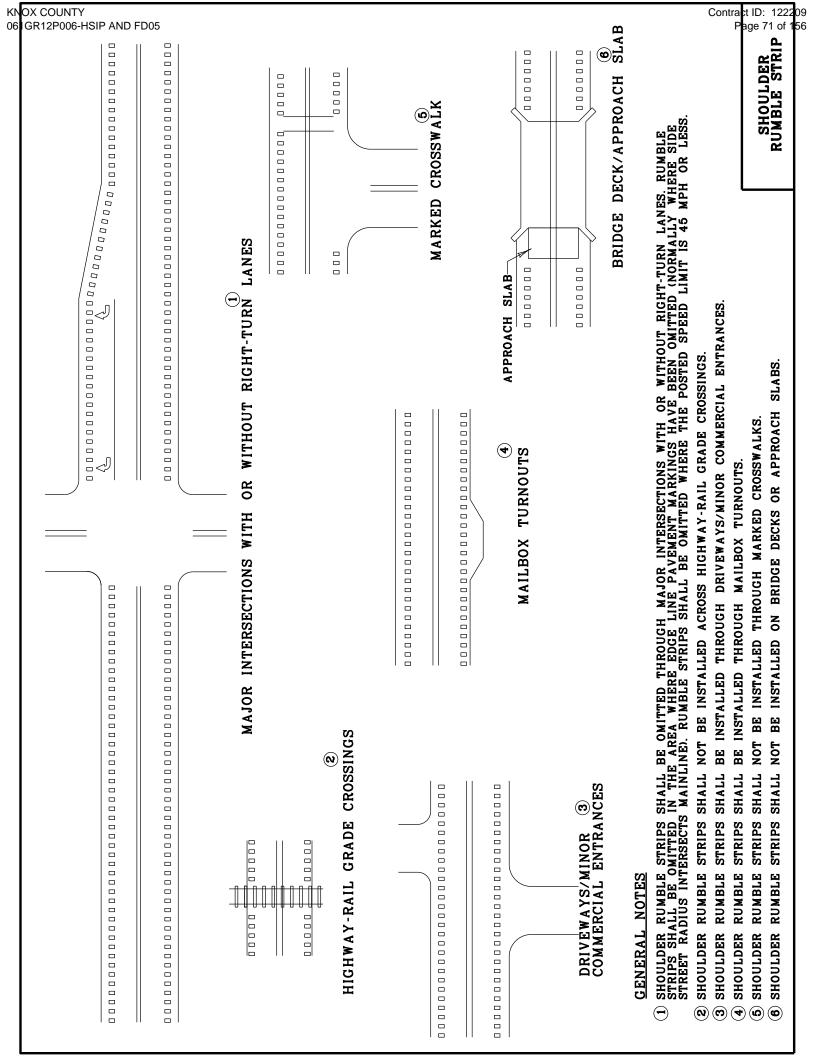
Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the engineer.

SPECIAL NOTE FOR EDGELINE RUMBLE STRIPS (EXPERIMENTAL)

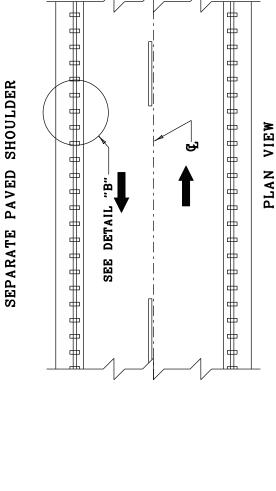
Construct edgeline rumble strips at the locations listed on the Typical Sections according to the drawings for Shoulder Rumble Strip, Edgeline Rumble Strip Installation, and Edgeline Rumble Strip Details. The locations listed and dimensions on the drawings are approximate only and may vary from existing marking's locations; the Engineer will determine the exact locations and dimensions at the time of construction. Unless directed otherwise by the Engineer, **DO NOT** install edgeline rumble strips where the posted speed limit is 45 MPH or less. Before sawing the edgeline rumble strips, pre-mark the pavement surface and obtain the Engineer's approval of the proposed location, alignment, and control guides. Notify the Engineer if questions arise regarding changes in striping patterns. If necessary, the Engineer will obtain guidance from the District Traffic Engineer and/or the Division of Traffic. After sawing the edgeline strips, construct a rumble stripe by applying permanent edgeline striping according to Section 713 on the sawed edgeline rumble strips at the modified locations approved by the Engineer.

The Department will measure sawed edgeline rumble strips according to Section 403.04.07. Unless required by the Traffic Control Plan or directed by the Engineer, the Department will not measure temporary edgeline striping for payment. The Department will measure permanent edgeline striping according to Section 713.04. The Department will not measure the removal of existing markings, pre-marking and layout, surface preparation, or corrective work and will consider them incidental to installation of the sawed rumble strips and permanent edge line striping.

1-3884 Edgeline Rumble Strips 1/18/2012



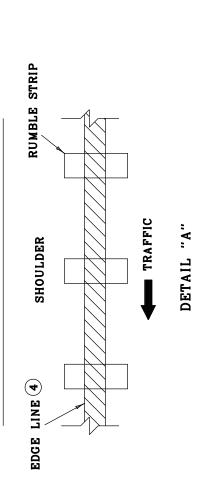
EDGE LINE 4



MONOLITHIC PAVED SHOULDER

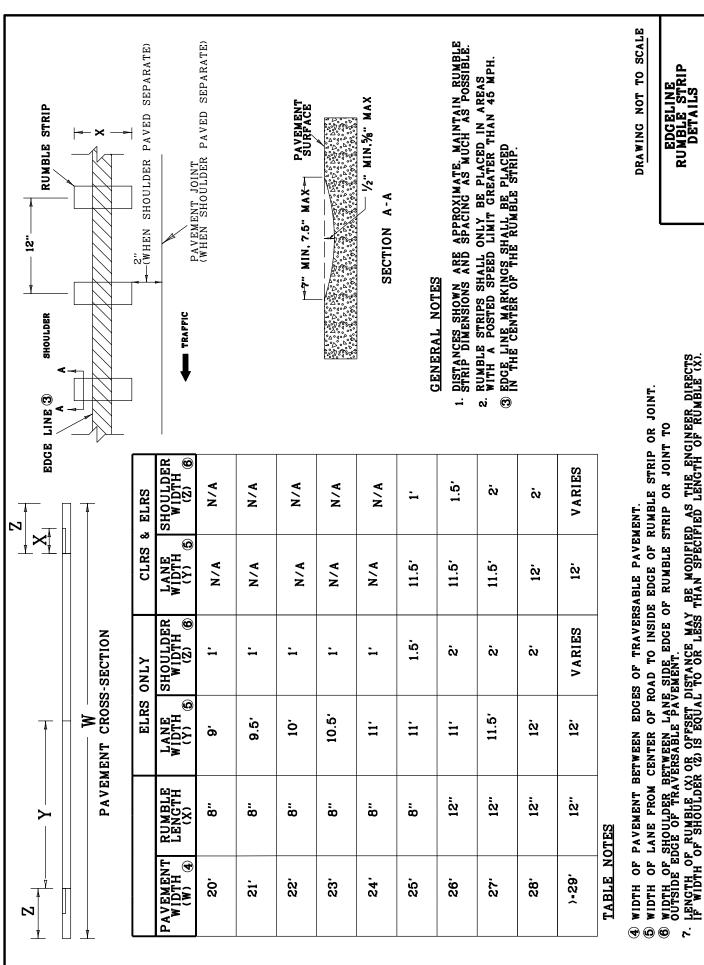
SEE DETAIL "A'

PLAN VIEW



GENERAL NOTES

- RUMBLE STRIPS SHALL ONLY BE PLACED IN AREAS WITH A POSTED SPEED LIMIT GREATER THAN 45 MPH.
- DO NOT INSTALL SHOULDER RUMBLE STRIPS IN AREAS INDICATED ON "SHOULDER RUMBLE STRIP" DRAWING.
- RUMBLE STRIP SHALL BE PLACED 2 INCHES FROM PAVEMENT JOINT ON THE SHOULDER SIDE OF THE JOINT. (n)
 - EDGE LINE MARKINGS SHALL BE PLACED IN THE CENTER OF THE RUMBLE STRIP.



EDGELINE RUMBLE STRIP DETAILS

Contract ID: 122209 Page 74 of 156

	Right-of-Way Cer	tifica	tion	Form	Revised 2/22/11					
√ Fed	leral Funded	7	Original							
Sta	te Funded		Re-Cert	ification						
Interstate, Appalach projects that fall und apply, KYTC shall re	completed and submitted to FHWA with the plan ia, and Major projects. This form shall all the Conditions No. 2 or 3 outlined elsewher esubmit this ROW Certification prior to countries the this form shall be completed and retained	so be sub ere in this nstruction	bmitted s form. n contra	to FHWA for <u>all</u> federal-a When Condition No. 2 or lot Award. For all other						
Date: 10/28/201	1									
Project Name:	KY 11 MP 0.000 to MP 3.200	Letti	ng Date	: May 2012						
Project #:	FD52-061-0011-000-004	Cou	-	Knox						
Item #:	11-921.00	Fede	eral #:	HSIP 5156 (006)						
Description of P	roject: LD-R - Includes widen shoulders, wider objects	curves, u	pgrade g	uardrail, repair pipes, remove	fixed					
The propose properties to improvement Projects that re Per 23 CFR sanitary how accordance	ed transportation improvement will be build be acquired, individuals, families, and be noted to be removed as a part of this project quire new or additional right-of-cases. 309, the KYTC hereby certify that all using or that KYTC has made available to with the provisions of the current FHWA Assistance Program and that at least one pply.)	It within tusinesse way ac I relocate relocate directive	he existes ("relocated to the existed to the existe	ring rights-of -way and the catees") to be relocated, ions and/or relocations and/or relocations are relocated to decempe the administration of	ere are no or ions nt, safe, and ng in f the Highway					
been ac court bu right-of- possess	ion 1. All necessary rights-of-way, including legal and physical possest legal possession has been obtained. Toway, but all occupants have vacated the liston and the rights to remove, salvage, or value has been paid or deposited with the	ession. There may lands and demolist	rial or a y be sor d impro	ppeal of cases may be p ne improvements remain vements, and KYTC has	ending in ing on the physical					
Condition 2. Although all necessary rights-of-way have not been fully acquired, the right to octouse all rights-of-way required for the proper execution of the project has been acquired. Tria appeal of some parcels may be pending in court and on other parcels full legal possession has been obtained, but right of entry has been obtained, the occupants of all lands and improveme vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)										
of a full l	e 1: The KYTC shall re-submit a right-of- II Federal-Aid construction contracts. Aw legal possession and fair market value for FHWA has concurred in the re-submitted	ard must	t not to l els has	be made until after KYTC been paid or deposited w	has obtained					

Right-of-Way Certification Form

Revised 2/22/11

Condition 3. The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA concurrence. (See note 2.)

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

Approved:	David Hensley	() aturb	Right-of-Way Supervisor
12	Printed Name	Signature	4/12/12
Approved:	DAVID C. ORR Printed Name	Signature	KYTC, Director of ROW &Utilities
Approved:	Printed Name	Signature	FHWA, ROW Officer (when applicable)

Page 2

Right-of-Way Certification Form

Revised 2/22/11

Date: 10	/28/2011				
Project Project Item #: Letting	#: FD52-0 11-921.	KY 11 MP 0.000 to MP 3.200 FD52-061-0011-000-004 11-921.00 May 2012		Knox HSIP 5156	(006)
This project be relocated	d, as well as <u>⁰</u>	imber of parcels to be acquired total number of businesses to laurined by a signed fee simple de	be relocated.		
0 0	Parcels have bee with the court Parcels have not Parcels have bee	n acquired by IOJ through condense acquired at this time (explant acquired or have a "right of en	emnation and f ain below for eatery" but fair ma	air market value	e has been deposited
0	·	th the court (explain below for e not been relocated from parcels each parcel)	, ,	1	_,, and
Parcel #	Name/Station	Explanation for delayed particles			Proposed date of payment or of relocation
There	o hillhoard	and/or 0 cemeteries invol	had on this are	niact .	
There a acquired		monitoring wells on parcels ensibility of the project contractoril 1, 2006			Ali have been

Contract ID: 122209 Page 77 of 156

SPECIAL NOTES FOR UTILITY CLEARANCE IMPACT ON CONSTRUCTION

KNOX COUNTY KY 11 Mile Point 0.00-3.272 Drainage extension, shoulder trenching, guardrail upgrades

The Contractor is advised to contact the BUD one-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD one-call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area. BUD NUMBER: (Call Before You Dig) Telephone Number: 811 or 1-800-752-6007

The Contractor may not enter these areas to perform any work without permission from the Cabinet's Resident Engineer. Permission to work in these areas shall not be granted unless the Contractor has submitted a detailed work plan outlining the following:

- 1. the type of work to be performed,
- 2. a schedule of the work.
- 3. a plan that shows how the Contractor will coordinate with utility companies and their contractors,
- 4. the methods the Contractor will adopt to protect existing utilities.

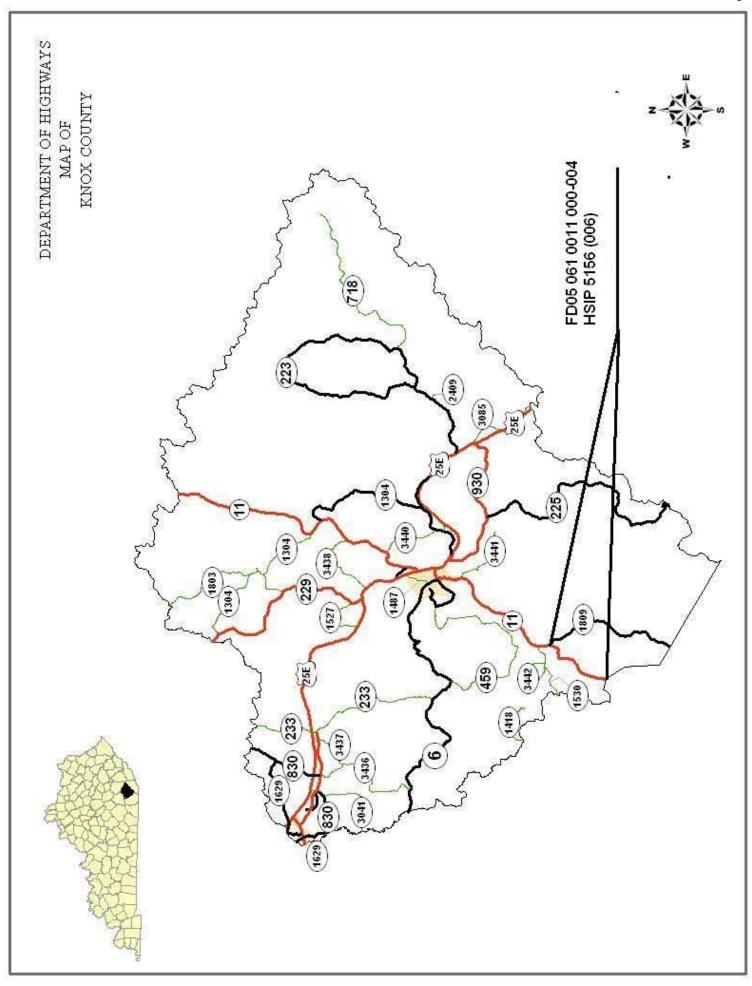
COORDINATION WITH UTILITY FACILITY OWNERS

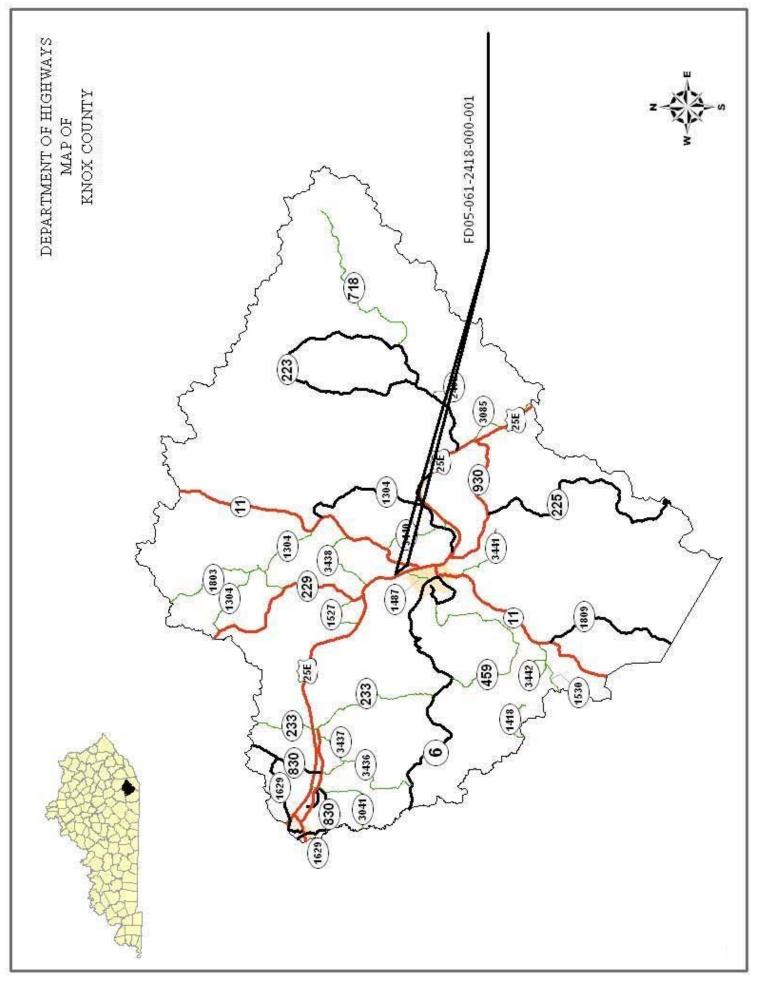
The Contractor will be responsible for contacting all utility facility owners on the subject project to have existing facilities located in the field. The Contractor will coordinate his activities with the utility facility owners to minimize and, where possible, avoid conflicts with utility facilities.

Where conflicts with utility facilities are unavoidable the Contractor will coordinate any necessary relocation work with the facility owner. There will be no damages awarded for delays caused by necessary utility relocations and/or adjustments.

PROTECTION OF UTILITY FACILITIES

The location of utility facilities shown on the plans may not be exact or complete. It will be the Contractor's responsibility to locate the utility facilities before excavation by calling the utility facility owner and/or the BUD one-call system. The Contractor shall determine the exact location and elevation of underground utility facilities by hand digging to expose utilities before beginning excavation in the area of underground utility facilities. The cost for repair and any other associated costs for any damage to utility facilities caused by the Contractor's operation will be borne by the Contractor. In instances where a utility impact is identified by these field measures, the Cabinet will determine a course of action. The Cabinet will assess the complexity of the conflict, and then determine if the utility may be avoided by minor redesign, or if the impacting scoped work must be removed. The Contractor accepts that minor redesign or scope revisions may occur if impacts are identified.





MATERIAL SUMMARY CONTRACT ID: 122209

HSIP 5156 (006) PES NO: 1106100111201 BARBOURVILLE-WILLIAMSBURG ROAD (KY 11) FROM WHITLEY COUNTY LINE (MP 0.000) EXTENDING NORTH TO KY 1809 (MP 3.272), A DISTANCE OF 3.270000 MILES.

LINE NO 0010 0020 0030 0040 0050 0060 0070	BID CODE 00003 00212 00301 01982 02200 02351 02355	DESCRIPTION CRUSHED STONE BASE CL2 ASPH BASE 1.00D PG64-22 CL2 ASPH SURF 0.38D PG64-22 DELINEATOR FOR GUARDRAIL-WHITE ROADWAY EXCAVATION GUARDRAIL-STEEL W BEAM-S FACE GUARDRAIL-STEEL W BEAM-S FACE A BRIDGE MP 2.17	QUANTITY 210.00 2,512.00 438.00 70.00 10,050.00 3,709.00 100.00	UNIT TON TON TON EACH CUYD LF LF
0080 0090 0100	02360 02367 02381	GUARDRAIL TERMINAL SECTION NO 1 GUARDRAIL END TREATMENT TYPE 1 REMOVE GUARDRAIL	4.00 4.00 4,158.00	EACH EACH LF
0110	02399	EXTRA LENGTH GUARDRAIL POST	100.00	EACH
0120	02484 02562	CHANNEL LINING CLASS III SIGNS	100.00	TON
0130			230.00	SQFT
0140	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0150	02701	KY 11 (HSIP) TEMP SILT FENCE	3,650.00	LF
0160	02701			EACH
0170	02704	CIFAN CIIT TOAD TYDF B	20.00	EACH
0180	02709	SILT TRAP TYPE B CLEAN SILT TRAP TYPE B CLEAN TEMP SILT FENCE SEEDING AND PROTECTION SBM ALUM SHEET SIGNS .125 IN STEEL DOST TYPE 1	1,500.00	LF
0190	05985	SEEDING AND PROTECTION	6,000.00	SOYD
0200	06407	SBM ALUM SHEET SIGNS .125 IN	80.00	SQFT
0210	06410	STEEL POST TYPE 1	1,104.00	LF
0220	06510	PAVE STRIPING TEMP PAINT-4 IN	4,200.00	LF
0230	06514	PAVE SIKIPING-PERM PAINI-4 IN	37,200.00	LF
0240	06568	PAVE MARKING-THERMO STOP BAR-24IN	24.00	LF
0250	08808	GUARDRAIL-BRIDGE CASE II	288.00	LF
		BRIDGE MP 2.17-THRIE RAIL		
0260	08810	PRECAST CONC BRIDGE RAIL BLOCK BRIDGE MP 2.17	4.00	EACH
0270	08811	REMOVE BRIDGE RAIL BRIDGE MP 2.17	288.00	LF
0280	10020NS	FUEL ADJUSTMENT	4,099.00	DOLL
0290	10030NS	ASPHALT ADJUSTMENT	7,107.00	DOLL
0300	20257NC	SITE PREPARATION	1.00	LS
		KY 11 (HSIP)		
0310	20629NS719	THRIE BEAM TO W BEAM CONNECTOR BRIDGE MP 2.17	4.00	EACH
0320	20748ED	SHOULDER MILLING/TRENCHING	10,509.00	SQYD
0330	22950NN	PAVE MARKING-THERMO STOP	2.00	EACH
0340	23477EC	REMOVE PROTRUDING LATERAL	2.00	EACH
0350	00462	CULVERT PIPE-18 IN	56.00	LF
0360	00464	CULVERT PIPE-24 IN	56.00	$_{ m LF}$
0370	00466	CULVERT PIPE-30 IN	8.00	$_{ m LF}$
0380	01450	S & F BOX INLET-OUTLET-18 IN	5.00	EACH
0390	01451	S & F BOX INLET-OUTLET-24 IN	3.00	EACH
0400	02625	REMOVE HEADWALL	8.00	EACH
0410	02998	MASONRY COATING	288.00	SQYD
0420	08003	FOUNDATION PREPARATION	1.00	LS
0470	08003	MP 0.744 (TWO SIDES) FOUNDATION PREPARATION MP 3.27 (TWO SIDES)	1.00	LS

MATERIAL	SUMMARY		CONTRACT ID:	122209
0430	08003	FOUNDATION PREPARATION MP 0.828 (ONE SIDE)	1.00	LS
0440	08003	FOUNDATION PREPARATION	1.00	LS
0450	08003	MP 2.443 (ONE SIDE) FOUNDATION PREPARATION MP 2.639 (ONE SIDE)	1.00	LS
0460	08003	FOUNDATION PREPARATION MP 2.765 (ONE SIDE)	1.00	LS
0480	08100	CONCRETE-CLASS A	80.52	CUYD
0490	08150	STEEL REINFORCEMENT	8,999.78	LB
0500	02569	DEMOBILIZATION	1.00	LS

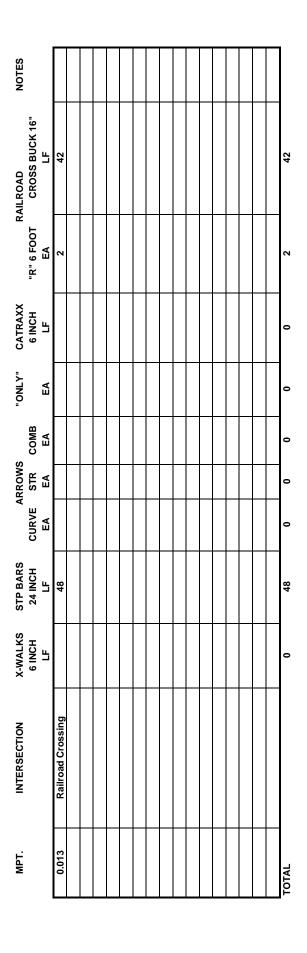
FD05 061 0011 000-004 PES NO: MP061001112R1 BARBOURVILLE-WILLIAMSBURG ROAD (KY 11) FROM WHITLEY COUNTY LINE (MP 0.000) EXTENDING NORTH TO KY 1809 (MP 3.272), A DISTANCE OF 3.270000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00190	LEVELING & WEDGING PG64-22	318.00	TON
0030	00301	CL2 ASPH SURF 0.38D PG64-22	2,960.00	TON
0040	02562	SIGNS	450.00	SQFT
0050	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
		KY 11 MP 0.000-3.272		
0060	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS
		KY 11 MP 0.000-3.272		
0070	02677	ASPHALT PAVE MILLING & TEXTURING	56.00	TON
0800	06510	PAVE STRIPING-TEMP PAINT-4 IN	34,531.00	LF
0090	06514	PAVE STRIPING-PERM PAINT-4 IN	69,062.00	LF
0100	10020NS	FUEL ADJUSTMENT	4,481.00	DOLL
0110	10030NS	ASPHALT ADJUSTMENT	7,897.00	DOLL
0120	23595EC	RUMBLE STRIPE-SAW CUT	34,552.00	LF
0130	02569	DEMOBILIZATION	1.00	LS

FD05 061 2418 000-001 PES NO: MP061241812R1 BLUE GABLE STRAIGHT (KY 2418) FROM KY 11 (MP 0.000) EXTENDING NORTH TO US 25 EAST (MP 0.688), A DISTANCE OF 0.690000 MILES.

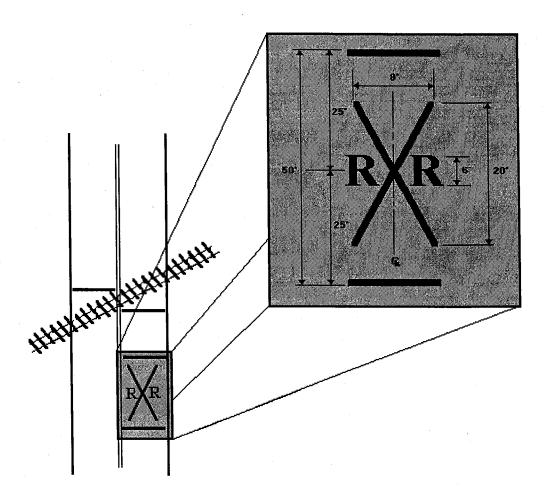
LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00190	LEVELING & WEDGING PG64-22	45.00	TON
0020	00263	ASPHALT MIX FOR PAVEMENT WEDGE	100.00	TON
0030	00301	CL2 ASPH SURF 0.38D PG64-22	440.00	TON
0040	02562	SIGNS	190.00	SQFT
0050	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
		KY 2418 MP 0.000-0.688		
0060	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS
		KY 2418 MP 0.000-0.688		
0070	02677	ASPHALT PAVE MILLING & TEXTURING	75.00	TON
0800	06510	PAVE STRIPING-TEMP PAINT-4 IN	3,632.00	LF
0090	06514	PAVE STRIPING-PERM PAINT-4 IN	7,264.00	LF
0100	06562	PAVE MARKING-THERMO R 6 FT	2.00	EACH
0110	06563	PAVE MARKING-R/R XBUCKS 16 IN	42.00	LF
0120	06568	PAVE MARKING-THERMO STOP BAR-24IN	48.00	LF
0130	10020NS	FUEL ADJUSTMENT	807.00	DOLL
0140	10030NS	ASPHALT ADJUSTMENT	1,421.00	DOLL
0150	02569	DEMOBILIZATION	1.00	LS

Knox County THERMOPLASTIC INTERSECTION PAVEMENT MARKINGS SUMMARY FD05 061 2418 000-001



Typical Railroad Markings

MUTCD Figure 8-2



Asphalt Summary

Shoulders

Beg MP	End MP	Distance	Width	Asph Base	Trenching
		Feet	Feet	Tons (4 in)	
0	3.272	17276.16	2.5	1055.8	4798.93
0	3.272	17276.16	2.5	1055.8	4798.93

2111.5

Curve Widening

Beg MP	End MP	Distance	Width	Asph Base	CSB Tons	Surface	Trenching
		Feet	Feet	Tons (8 in)	(4 in)	Tons (1.25 in)	
1.715	1.8	450	4	88.0	46	96.25	200.00
2.647	2.77	1600	4	312.9	163.6	342.2	711.11

	Asph	CSB Tons	Surface	Trenching
	Base	(4 in)	Tons (1.25 in)	
Totals:	2512	210	438	10509

Note: Tenching will be paid per square yard.

DRAINAGE SUMMARY

KY 11 MP 0.000 to 3.272 Culvert Locations

Work Detail	Dowel into existing HDWLs and extend 30" x 30" RCBC by 16 feet. 8 feet on inlet and outlet.	10 Dowel into existing HDWL and extend 36" x 36" RCBC by 10 feet on outlet.	Remove HDWL from outlet and extend culvert 16 feet .	Remove HDWLs from outlet and inlet and extend culvert 8 feet on inlet and outlet.	Remove HDWL from outlet and extend culvert 24 feet .	Remove HDWLs from inlet and outlet and extend culvert 16 feet on utlet.	Remove HDWL from outlet and extend culvert 8 feet on outlet .	Remove HDWL from outlet and extend culvert 16 feet .	Dowel into existing HDWL outlet and extend 36" x 36" RCBC by 20 feet on outlet.	Remove HDWLs from outlet and inlet and extend culvert 8 feet on inlet and outlet.	Dowel into existing HDWL outlet and extend 36" x 36" RCBC by 24 feet.	Dowel into existing HDWL outlet and extend 36" x 36" RCBC by 24 feet.	Dowel into existing HDWL and extend RCBC by 6 feet on inlet and outlet.
Ext	16	10	16	16	24	24	8	16	20	16	24	24	12
Rem HDWL	0	0	1	2	1	2	1	1	0	2	0	0	0
Skew	0	0	0	0	0	0	0	0	30 ⁰ R	0	30 ⁰ R	30 ₀ L	0
Dim	RCBC	RCBC	Circular	Circular	Circular	Circular	Circular	Circular	RCBC	Circular	RCBC	RCBC	RCBC
Size	30 × 30	36 x 36	24	18	18	24	30	24	36x36	18	36x36	36x36	10' x 4'
MP	0.744	0.828	1.01	1.16	1.223	1.305	1.596	2.4	2.443	2.509	2.639	2.765	3.27

'Note: All Locations obtained using DMI, locations may vary in field and final locations will be determined by Engineer.

Contractor will be responsible for any damage caused to existing structure. All non esisting damages shall be repaired by contractor at no expense to the Department.

														_
Pipe HW	Туре		S&F	S&F	S&F	S&F	HW 0 Skew	S&F		S&F				
Foundat-	ion Prep 1	н							П		1	1	1	00.9
HDWL	Steel 287.85	190.73					281		268.4		268.4	268.4	1142.4	2707.18
HDWL	3.58	2.20					3.36		3.42		3.42	3.42	16.38	35.78
Steel	968	536							066		1161	1161	1548	6292.60
RCBC Concrete	5.64	4.03							8.07		89.6	6.68	10.64	44.74
HDWL	2	1	1	2	1	1	2	1	1	2	1	1	2	
Skew	0	0	0	0	0	0	0	0	30 ⁰ R	0	30 ⁰ R	30 ₀ r	0	
Dim	RCBC	RCBC	Circular	Circular	Circular	Circular	Circular	Circular	RCBC	Circular	RCBC	RCBC	RCBC	
Size	30 x 30	36 x 36	24	18	18	24	30	24	36x36	18	36x36	36x36	10' × 4'	
MP	0.744	0.828	1.01	1.16	1.223	1.305	1.596	2.4	2.443	2.509	2.639	2.765	3.27	

Concrete = 80.52 CY 18" S&F Steel = 8999.78 LBS 24" S&F

3 2

Excavation Summary

MP 0.509

Sta	AREA	DIST	CY
0+00	80		
		50	185
0+50	120		
		50	236
1+00	135		
		50	185
1+50	65		
		50	111
2+00	55		
		50	79
2+50	30		
		50	28
3+00	0		

824

MP 1.9 Right

Sta	AREA	DIST	CY
0+00	0		
		50	60
0+50	65		·
		50	167
1+00	115		
		50	238
1+50	142		
		50	262
2+00	141		
		50	209
2+50	85		
		50	120
3+00	45		
		50	42
3+50	0		·

1098

MP 1.765

Sta	AREA	DIST	CY
0+00	0		
		50	161
0+50	174		
		50	333
1+00	186		
		50	311
1+50	150		
		50	208
2+00	75		
		50	126
2+50	61		
		50	93
3+00	39		
		50	36
3+50	0		
			1269

MP 1.9 Left

Sta	AREA	DIST	CY
0+00	0		
		50	44
0+50	48		
		50	142
1+00	105		
		50	189
1+50	99		
		50	144
2+00	56		
		50	52
2+50	0		

570

Excavation Summary Continued

MP 1.950

Sta	AREA	DIST	CY
0+00	0		
		50	42
0+50	45		
		50	106
1+00	70		
		50	141
1+50	82		
		50	182
2+00	115		
		50	209
2+50	111		
		50	189
3+00	93		
		50	153
3+50	72		
		50	113
4+00	50		
		50	46
4+50	0		

1181.481

MP 2.8

0+50 45 50 131 1+00 96 50 233 1+50 156 50 331 2+00 202 50 405 2+50 235 50 455 3+00 256 50 50 4+00 321 50 562 4+50 286 5+00 252 50 498 5+00 252 50 315 6+00 145 50 236 6+50 110 50 181 7+00 86 50 94 8+00 42	Sta	AREA	DIST	CY
0+50 45 1+00 96 50 233 1+50 156 50 331 2+00 202 50 405 2+50 235 50 455 3+00 256 50 507 3+50 292 50 562 4+00 321 50 562 4+50 286 5+00 252 50 414 5+50 195 50 315 6+50 110 7+00 86 50 135 7+50 60 50 39 8+00 42 50 39	0+00	0		
1+00 96 1+00 96 50 233 1+50 156 50 331 2+00 202 50 405 2+50 235 50 455 3+00 256 50 507 3+50 292 50 568 4+00 321 50 562 4+50 286 5+00 252 50 414 5+50 195 6+00 145 50 236 6+50 110 7+00 86 50 135 7+50 60 8+00 42 50 39			50	42
1+00 96 50 233 1+50 156 50 331 2+00 202 50 405 2+50 50 405 3+00 256 50 507 3+50 292 50 568 4+00 321 50 562 4+50 286 50 498 5+00 252 50 414 5+50 195 50 315 6+00 145 50 236 6+50 110 50 181 7+00 86 50 135 7+50 60 50 94 8+00 42 50 39	0+50	45		
1+50 156 2+00 202 50 331 2+00 202 50 405 2+50 235 50 455 3+00 256 50 507 3+50 292 50 568 4+00 321 50 562 4+50 286 5+00 252 50 414 5+50 195 6+00 145 50 236 6+50 110 7+00 86 50 135 7+50 60 8+00 42 50 39			50	131
1+50 156 2+00 202 50 331 2+50 235 3+00 256 50 507 3+50 292 50 568 4+00 321 50 562 4+50 286 5+00 252 50 414 5+50 195 6+00 145 7+00 86 7+50 60 8+00 42 50 39 39 39	1+00	96		
2+00 202 2+50 235 3+00 256 3+50 292 4+00 321 50 562 4+50 286 5+00 252 5+50 195 6+00 145 7+00 86 7+50 60 8+00 42 50 39 48+00 42 50 39 39 39			50	233
2+00 202 2+50 235 3+00 256 3+50 292 4+00 321 50 562 4+50 286 5+00 252 50 414 5+50 195 6+00 145 50 236 6+50 110 7+00 86 7+50 60 8+00 42 50 39 39	1+50	156		
2+50 235 3+00 256 50 455 3+50 292 50 508 4+00 321 50 562 4+50 286 5+00 252 5+00 252 50 315 6+00 145 50 236 6+50 110 7+00 86 7+50 60 8+00 42 50 39 39			50	331
2+50 235 3+00 256 50 507 3+50 292 50 568 4+00 321 50 562 4+50 286 5+00 252 50 414 5+50 195 6+00 145 7+00 86 7+50 60 8+00 42 50 39 39 39	2+00	202		
3+00 256 3+50 292 50 507 3+50 292 50 568 4+00 321 50 562 4+50 286 50 498 5+00 252 50 414 5+50 195 6+00 145 50 236 6+50 110 7+00 86 7+50 60 8+00 42 50 39 8+00 42 50 39			50	405
3+00 256 3+50 292 50 507 3+50 292 50 568 4+00 321 50 562 4+50 286 5+00 252 50 414 5+50 195 6+00 145 7+00 86 7+50 60 8+00 42 50 39 39 39	2+50	235		
3+50 292 4+00 321 50 568 4+50 286 5+00 252 50 498 5+50 195 6+00 145 50 236 6+50 110 7+00 86 7+50 60 8+00 42 50 39 39 39			50	455
3+50 292 4+00 321 50 562 4+50 286 5+00 252 5+00 252 5+50 195 6+00 145 50 236 6+50 110 7+00 86 7+50 60 8+00 42 50 39 39	3+00	256		
4+00 321 50 568 4+50 286 5+00 252 5+50 195 5+50 195 50 315 6+00 145 50 236 6+50 110 7+00 86 7+50 60 8+00 42 50 39 39			50	507
4+00 321 50 562 4+50 286 50 498 5+00 252 50 414 5+50 195 6+00 145 50 236 6+50 110 7+00 86 7+50 60 8+00 42 50 39 39 39	3+50	292		
50 562 4+50 286 5+00 252 5+50 195 5+50 195 6+00 145 50 236 6+50 110 50 181 7+00 86 7+50 60 8+00 42 50 39 39 39			50	568
4+50 286 5+00 252 5+50 195 6+00 145 50 236 6+50 110 7+00 86 7+50 60 8+00 42 50 39 39	4+00	321		
50 498 5+00 252 5+50 195 6+00 145 50 236 6+50 110 50 181 7+00 86 50 135 7+50 60 8+00 42 50 39 39 39			50	562
5+00 252 5+50 195 6+00 145 6+50 110 7+00 86 7+50 60 8+00 42 50 39 39 39	4+50	286		
50 414 5+50 195 6+00 145 50 236 6+50 110 7+00 86 7+50 60 50 94 8+00 42 50 39			50	498
5+50 195 6+00 145 50 236 6+50 110 7+00 86 7+50 60 8+00 42 50 39 39 39	5+00	252		
50 315 6+00 145 50 236 6+50 110 50 181 7+00 86 50 135 7+50 60 50 94 8+00 42 50 39			50	414
6+00 145 50 236 6+50 110 50 181 7+00 86 50 135 7+50 60 50 94 8+00 42 50 39	5+50	195		
50 236 6+50 110 50 181 7+00 86 50 135 7+50 60 50 94 8+00 42 50 39			50	315
6+50 110 50 181 7+00 86 50 135 7+50 60 50 94 8+00 42 50 39	6+00	145		
7+00 86 50 181 7+50 60 50 94 8+00 42 50 39			50	236
7+00 86 50 135 7+50 60 50 94 8+00 42 50 39	6+50	110		
50 135 7+50 60 50 94 8+00 42 50 39			50	181
7+50 60 50 94 8+00 42 50 39	7+00	86		
8+00 42 50 39			50	135
8+00 42 50 39	7+50	60		
50 39			50	94
	8+00	42		
8+50			50	39
	8+50			

5107

Total Excavation	10050
I Otal Excavation	10030

*** NOTE: Excavation quantities are for estimation purposes only and are in now way intended to be exact. CONTRACTOR SHALL DRAW THEIR OWN CONCLUSION. Final pay quantites may vary but it is assumed that these numbers will be a reasonable estimation of quantities to be excavated.

Knox County LDR MP 0.000 to 3.272

Existing Guradrail Upgrades

Location	Dogin MD	End MP	Exist Beg	Exist End	Remove	New	*New Beg	*New End
	Begin MP	EIIU IVIP	Treatment	Treatment	Guardrail	W Beam	Treatment	Treatment
Right	2.085	2.305	Type 7	Br Conn	1018	968	Type 4	Type 1
Left	2.115	2.335	Type 7	Br Conn	1018	968	Type 4	Type 1
Left	2.431	2.45	Type 7	Terminal	100	100	Type 4	TS #1
Right	2.431	2.469	Terminal	Type 7	201	201	TS #1	Type 1
Right	2.598	2.632	Type 7	Type 7	180			
Left	2.604	2.632	Type 7	Terminal	148	148	Type 4	TS #1
Right	2.726	2.758	Type 7	Type 7	169		Type 4	Type 1
Left	2.726	2.758	Terminal	Terminal	169	169		
Right	2.79	3.009	Type 7	Terminal	1156	1156	Type 4	TS #1
				Sub-totals	4158	3709		

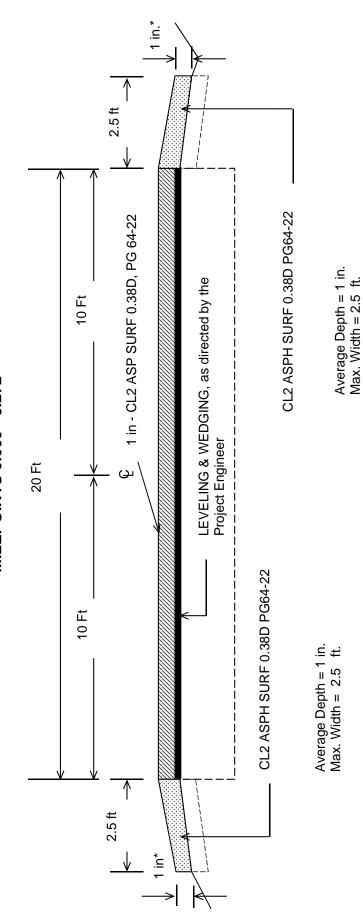
Summary:	New W-	Remove	Summary:	TYIET	TY 4 ET	Term #1
LF	Beam	Rail	EA	ITTEL	11461	161111#1
	3709	4158		4	6	4
Bridge	Casa II	C F A		Thrie-W		
	Case II	S Face-A		Connector		
	288	100		4		

^{*}Actual End Treatments and/or Terminal Sections locations to be determined by Engineer

0.100	2000	(41) 0413	, †	NALITON BOF NO	Sheeting Type		To+01 (CE)	# Doc+	1+500	- c+c
Sample Picture	Description	2125 (111)	Qualitity	MOLCD NEI. NO.	Background	Legend	ı Otal (SF)	# POSIS	PUSU L	I Otal L
<u> </u>					Fliorescent Yellow					
•	Turn	30x30	c	W1-1L	(Type VIII, IX, X, XI)	Black	18.75	П	12	36
(L)	Turn	30x30	3	W1-1R	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	18.75	1	12	36
\sigma	Curve	30x30	3	W1-2L	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	18.75	1	12	36
♦	Curve	30x30	8	W1-2R	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	18.75	1	12	36
÷	Reverse Turn	30x30	0	W1-3L	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	0	1	12	0
\frac{\frac{1}{4}}	Reverse Turn	30x30	0	W1-3R	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	0	1	12	0
\sigma	Reverse Curve	30x30	2	W1-4L	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	12.5	1	12	24
⋄	Reverse Curve	30x30	2	W1-4R	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	12.5	1	12	24
~	Winding Road	30x30	0	W1-5L	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	0	1	12	0
\\$	Winding Road	30x30	0	W1-5R	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	0	1	12	0
	Single Arrow	48x24	8	W1-6	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	<u>64</u>	1	12	96
>	Chevron	18x24	99	8-1W	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	198	1	12	792
35	Advisory (XX MPH)	18x18	14	W13-1P	Fluorescent Yellow (Type VIII, IX, X, XI)	Black	31.5	0	12	0
STOP	Stop	48x48	1	R1-1	Red (Type III, IV)	White	<u>16</u>	2	12	24
					Alum Signs 0.080 In.	Ш	329.5	14		1104
					Alum Signs 0.125 In.	Ш	80			

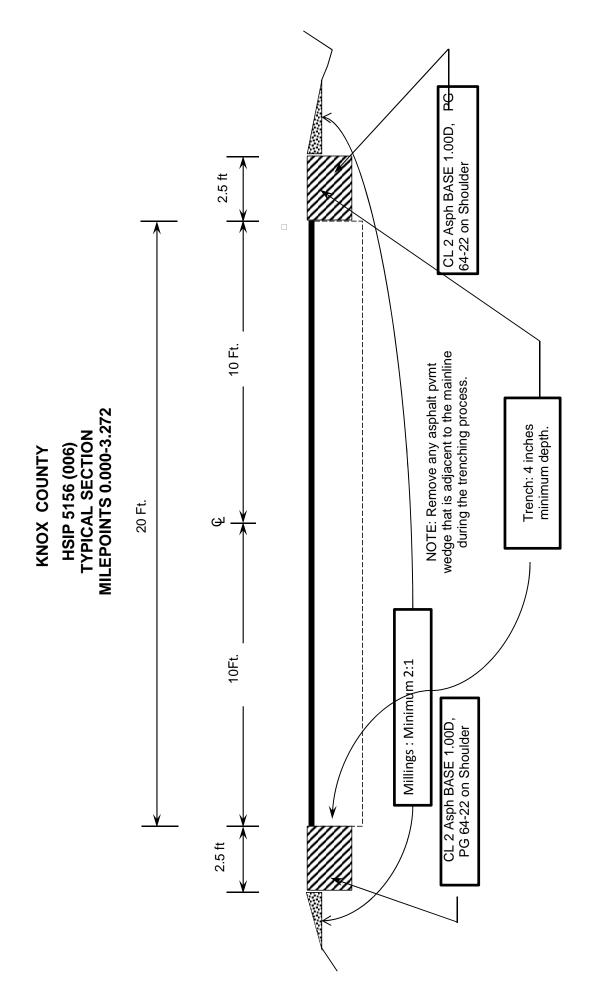
Knox County

FD05- 061-0011-000-004 TYPICAL SECTION MILEPOINTS 0.000 - 3.272



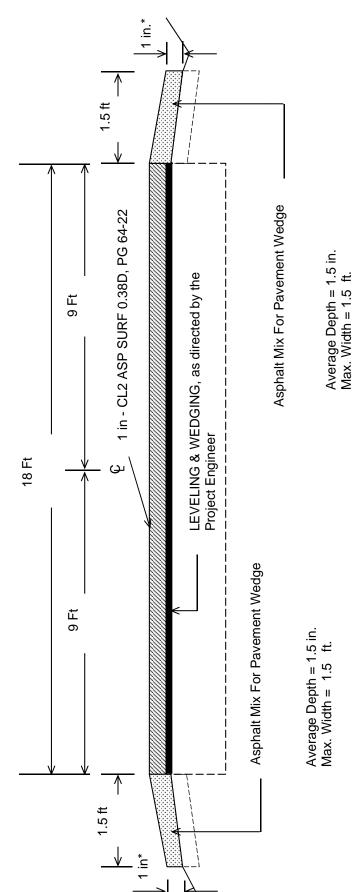
*1" Maximum Drop-off Where Existing Site Conditions Permit

CONSTRUCT EDGELINE RUMBLE STRIPES FROM MP 0.000-3.272



KNOX COUNTY

FD05-061-2418-000-001 TYPICAL SECTION MILEPOINTS 0.000-0.688



*1" Maximum Drop-off Where Existing Site Conditions Permit

GUARDRAIL DELIVERY VERIFICATION SHEET

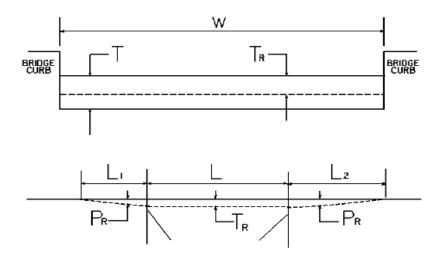
		QUAN	TITIES
DESCRIPTION	UNIT	FIELD VERIFIED	DELIVERED
GUARDRAIL STEEL W BEAM	LF		
GUARDRAIL STEEL THRIE BEAM	LF		
GUARDRAIL THRIE BEAM-W BEAM CONNECTOR	EA		
GUARDRAIL TERMINAL SECTION No. 1	EA		
GUARDRAIL TERMINAL SECTION No. 2	EA		
GUARDRAIL TERMINAL SECTION No. 3	EA		
GUARDRAIL THRIE BEAM TERMINAL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

NOTES:

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

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

CONSTRUCTION DETAIL FOR BRIDGE WITHIN LIMITS OF PAVING PROJECT FD05-061-0011-0.00-4.00



W = bridge width curb to curb

T = thickness of existing bituminous overlay

L = length of bridge

 $L_1 \ \& \ L_2 = \text{length of approach pavement to be removed}$

 T_R = thickness to be removed and replaced on bridge

 P_R = thickness to be removed and replaced on pavement

Note: $L_1 \& L_2$ lengths shall be determined by using a transition rate of 100 ft / inch of thickness

_	BRIDGE NO	MP	W (ft)	T (in)	L ₁ (ft)	L ₂ (ft)	T_{R} (in)	L (ft)	P_{R} (in)
KY 11	B00037	2.169	22.00	N/A	100.00	100.00	N/A	144.00	1.00
KY 2418	B00001	0.074	23.00	1.00	100.00	100.00	1.00	42.00	1.00
									ı
			·						

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.*

CLIDGECTRON	10100.411
SUBSECTION: REVISION:	101.02 Abbreviations. Insert the following abbreviation and text into the section:
112712017	and the read wang weeks wanted and the section.
	KEPSC Kentucky Erosion Prevention and Sediment Control
SUBSECTION:	101.03 Definitions.
REVISION:	Replace the definition for Specifications – Special Provisions with the following:
	Additions and revisions to the Standard and Supplemental Specifications covering conditions
	peculiar to an individual project.
SUBSECTION:	102.03 Contents of the Bid Proposal Form.
REVISION:	Replace the first sentence of the first paragraph with the following:
	The Bid Proposal form will be available on the Department internet website
	(http://transportation.ky.gov/contract/).
	Delete the second paragraph.
	Delete the last paragraph.
SUBSECTION:	102.04 Issuance of Bid Proposal Form.
REVISION:	Replace Heading with the following:
	102.04 Bidder Registration.
	Replace the first sentence of the first paragraph with the following:
	The Department reserves the right to disqualify or refuse to place a bidder on the eligible bidder's list for a project for any of the following reasons:
	Replace the last sentence of the subsection with the following:
	The Department will resume placing the bidder on the eligible bidder's list for projects after the bidder improves his operations to the satisfaction of the State Highway Engineer.
SUBSECTION: REVISION:	102.06 Examination of Plans, Specifications, Special Provisions, Special Notes, and Site of Work. Replace the first paragraph with the following:
	Examine the site of the proposed work, the Bid Proposal, Plans, specifications, contract forms, and bulletins and addendums posted to the Department's website and the Bid Express Bidding Service Website before submitting the Bid Proposal. The Department considers the submission of a Bid Proposal prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.
SUBSECTION: REVISION:	102.07.01 General. Replace the first sentence with the following:
KL (IBIOI).	replace the first sentence with the following.
	Submit the Bid Proposal on forms furnished on the Bid Express Bidding Service website (www.bidx.com).
	Replace the first sentence of the third paragraph with the following:
	Bid proposals submitted shall use an eligible Digital ID issued by Bid Express.

GEIDGE CETAT	100.07.02.07
SUBSECTION:	102.07.02 Computer Bidding. Replace the first paragraph with the following:
REVISION:	Replace the first paragraph with the following:
	Subsequent to registering for a specific project, use the Department's Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (http://transportation.ky.gov/contract/). Download the bid file from the Bid Express Bidding Service Website to prepare a Bid Proposal for submission to the Department. Submit Bid Proposal electronically through Bid Express Bidding Service.
	Delete the second and third paragraph.
SUBSECTION: REVISION:	102.08 Irregular Bid Proposals. Delete the following from the first paragraph: 4) fails to submit a disk created from the Highway Bid Program.
	Replace the second paragraph with the following: The Department will consider Bid Proposals irregular and may reject them for the following reasons:
	 when there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning; or when the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award; or any failure to comply with the provisions of Subsection 102.07; or Bid Proposals in which the Department determines that the prices are unbalanced; or when the sum of the total amount of the Bid Proposal under consideration exceeds the bidder's Current Capacity Rating.
SUBSECTION: REVISION:	102.09 Bid Proposal Guaranty. Insert the following after the first sentence:
	Bid Proposals must have a bid proposal guaranty in the amount indicated in the bid proposal form accompany the submittal. A guaranty in the form of a paper bid bond, cashier's check, or certified check in an amount no less than the amount indicated on the submitted electronic bid is required when the electronic bid bond was not utilized with the Bid Express Bidding Service. Paper bid bonds must be delivered to the Division of Construction Procurement prior to the time of the letting.
SUBSECTION:	102.10 Delivery of Bid Proposals.
REVISION:	Replace paragraph with the following:
	Submit all Bid Proposals prior to the time specified in the Notice to Contractors. All bids shall be submitted electronically using Bid Express Bidding Services. Electronically submitted bids must be done in accordance with the requirements of the Bid Express Bidding Service.
SUBSECTION: REVISION:	102.11 Withdrawal or Revision of Bid Proposals. Replace the paragraph with the following:
	Bid Proposals can be withdrawn in accordance the requirements of the Bid Express Bidding Service prior to the time of the Letting.

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CLIDCE CETON	100 10 D 11' O ' (D'1D 1
SUBSECTION:	102.13 Public Opening of Bid Proposals.
REVISION:	Replace Heading with the following: 102.13 Public Announcement of Bid Proposals.
	102.13 Public Almouncement of Bid Proposals.
	Replace the paragraph with the following:
	The Department will publicly announce all Bid Proposals at the time indicated in the Notice to
	Contractors.
SUBSECTION:	103.02 Award of Contract.
REVISION:	Replace the first sentence of the third paragraph with the following:
	The Department will normally award the Contract within 10 working days after the date of
	receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all
	bidders for a period not to exceed 60 calendar days for final disposition of award.
SUBSECTION:	105.02 Plans and Working Drawings.
REVISION:	Insert the following after the fourth paragraph:
	Submit electrical shop drawings, design data, and descriptive literature for materials in electronic
	format to the Division of Traffic Operations for approval. Drawings and literature shall be
	submitted for lighting and signal components. Notify the Engineer when submitting information to
	the Division of Traffic Operations. Do not begin work until shop drawings are approved.
	Submit shop drawings for traffic counting equipment and materials in electronic format to the
	Engineer or the Division of Planning. Notify the Engineer when submitting information directly to the Division of Planning. Do not begin work until shop drawings are reviewed and approved.
	the Division of Planning. Do not begin work until shop drawings are reviewed and approved.
SUBSECTION:	105.03 Record Plans.
REVISION:	Replace the section with the following:
	Record Plans are those reproductions of the original Plans on which the accepted Bid Proposal was based and, and signed by a duly authorized representative of the Department. The Department will
	make these plans available for inspection in the Central Office at least 24 hours prior to the time of
	opening bids and up to the time of letting of a project or projects. The quantities appearing on the
	Record Plans are the same as those on which Bid Proposals are received. The Department will use
	these Record Plans as the controlling plans in the prosecution of the Contract. The Department will
	not make any changes on Record Plans subsequent to their issue unless done so by an approved
	contract modification. The Department will make 2 sets of Record Plans for each project, and will
	maintain one on file in the Central Office and one of file in the District Office. The Department
	will furnish the Contractor with the following: 1 full size, 2 half size and an electronic file copy of the Record Plans at the Pre-Construction conference.
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Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

(Effective with the July15, 2011 Letting)

SUBSECTION: REVISION:

105.12 Final Inspection and Acceptance of Work.

Insert the following paragraphs after the first paragraph:

Notify the Engineer when all electrical items are complete. A notice of the electrical work completion shall be made in writing to the Contractor. Electrical items will be inspected when the electrical work is complete and are not subject to waiting until the project as a whole has been completed. The Engineer will notify the Division of Traffic Operations within 3 days that all electrical items are complete and ready for a final inspection. A final inspection will be completed within 90 days after the Engineer notifies the Division of Traffic Operations of the electrical work completion.

Energize all electrical items prior to notifying the Engineer that all electrical items are complete. Electrical items must remain operational until the Division of Traffic Operations has inspected and accepted the electrical portion of the project. Payment for the electrical service is the responsibility of the Contractor from the time the electrical items are energized until the Division of Traffic Operations has accepted the work.

Complete all corrective work within 90 calendar days of receiving the original electrical inspection report. Notify the Engineer when all corrective work is complete. The Engineer will notify the Division of Traffic Operations that the corrective work has been completed and the project is ready for a follow-up inspection. Upon re-inspection, if additional corrective work is required, complete within the same 90 calendar day allowance. The Department will not include time between completion of the corrective work and the follow up electrical inspection(s). The 90 calendar day allowance is cumulative regardless of the number of follow-up electrical inspections required.

The Department will assume responsibility for the electrical service on a project once the Division of Traffic Operations gives final acceptance of the electrical items on the project. The Department will also assume routine maintenance of those items. Any damage done to accepted electrical work items by other Contractors shall be the responsibility of the Prime Contractor. The Department will not be responsible for repairing damage done by other contractors during the construction of the remaining project.

Failure to complete the electrical corrective work within the 90 calendar day allowance will result in penalties assessed to the project. Penalties will be assessed at ½ the rate of liquidated damages established for the contract.

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

Replace Section 213 with Section 212.

Delete the fifth paragraph from the section.

SUBSECTION: REVISION:

105.13 Claim Resolution Process.

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

If the Contractor did not submit an as-bid schedule at the Pre-Construction Meeting or a written narrative in accordance with Subsection 108.02, the Cabinet will not consider the claim for delay.

Delete the last paragraph from the section.

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

(Effective with the July15, 2011 Letting)

SUBSECTION: REVISION:

106.04 Buy America Requirement.

Replace the section with the following:

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

SUBSECTION: REVISION:

106.10 Field Welder Certification Requirements.

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

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

SUBSECTION: REVISION:

108.02 Progress Schedule.

Insert the following prior to the first paragraph:

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

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

Insert the following paragraph after paragraph two:

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

Insert the following paragraph after paragraph six:

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

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	Insert the following at the beginning of the first paragraph of A) Written Narrative.:
	Submit the Written Narrative Schedule using form TC 63-50 available at the Division of Construction's website (http://www.transportation.ky.gov/construction/ResCenter/ResCenter.htm).
	Replace Part A) Written Narrative 1. And 2. with the following:
	 Provide a description that includes how the Contractor will sequence and stage the work, how the Contractor plans to maintain and control traffic being specific and detailed, and what equipment and crew sizes are planned to execute the work. Provide a list of project milestones including, if applicable, winter shut-downs, holidays, or special events. The Contractor shall describe how these milestones and other dates effect the prosecution of the work. Also, include start date and completion date milestones for the contract, each project if the contract entails multiple projects, each phase of work, site of work, or segment of work as divided in the project plans, proposal, or as subdivided by the Contractor.
SUBSECTION: REVISION:	109.07.01 Liquid Asphalt. Add the following to the Adjustable Contract Items:
REVISION.	Stone Matrix Asphalt for Base
	Stone Matrix Asphalt for Surface
SUBSECTION:	110.01 Mobilization.
REVISION:	Replace paragraph three with the following:
SUBSECTION	Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposals that are in excess of this amount down to 5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for Mobilization is less than 5 percent, or the Department will award the Contract for the adjusted bid amount of 5 percent when the amount bid for Mobilization is greater than 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.
SUBSECTION: REVISION:	Replace the third paragraph with the following:
	Bid an amount for Demobilization that is a minimum of \$1,000 or 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposal that is less than this amount up to \$1,000 or 1.5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the Department will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than the minimum of \$1,000 or less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.
SUBSECTION: REVISION:	110.04 Payment. Insert the following paragraph following the demobilization payment schedule (4 th paragraph):
	The Department will withhold an amount equal to \$1,000 for demobilization, regardless of the schedule listed above. The \$1,000 withheld for demobilization will be paid when the final estimate is paid.

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

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(Effective with the July15, 2011 Letting)

B) Intermediate-term stationary work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour.

Correct the non-compliant issue within 4 hours from initial notification by the Engineer. If the issue is not corrected within 4 hours from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at \$200 per hour.

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

Correct the non-compliant issue within 1 hour from initial notification by the Engineer. If the issue is not corrected within 1 hour from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at \$200 per hour.

If the Contractor remains in violation of the Maintain and Control of Traffic requirements, or if the Department determines it to be in the public's interest, work will be suspended in accordance with Section 108.08 until the deficiencies are corrected. The Department reserves the right to correct deficiencies by any means available and charge the Contractor for labor, equipment, and material costs incurred in emergency situations.

SUBSECTION:

206.03.02 Embankment

REVISION:

Replace the last paragraph with the following:

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

SUBSECTION: REVISION:

213.03.03 Inspection and Maintenance.

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

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

Insert the following paragraph after the second paragraph:

When the Contractor is required to obtain the KPDES permit, it is their responsibility to ensure compliance with the inspection and maintenance requirements of the permit. The Engineer will perform verification inspections a minimum of once per month and within 7 days of a ½ inch or greater rainfall event. The Engineer will document these inspections using Form TC 63-61 A. The Engineer will provide copies of the inspection only when improvements to the BMP's are required. Verification inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit. Initiate corrective action within 24 hours of any noted deficiency and complete the work within 7calendar days of receipt of the report. The Contractor shall make a concentrated effort to complete any corrective action required prior to the next predicted rainfall event.

SUBSECTION: PART: REVISION:	213.03.05 Temporary Control Measures. E) Temporary Seeding and Protection. Replace the first paragraph with the following:
	Apply an Annual Rye seed mix at a rate of 100 pounds per acre during the months of March through August. In addition to the Annual Rye, add 10 pounds of German Foxtail-Millet (Setaria italica), when performing temporary seeding during the months of June through August. During the months of September through February, apply Winter Wheat or Rye Grain at a rate of 100 pounds per acre. Obtain the Engineer's approval prior to the application of the seed mixture.
SUBSECTION: PART:	213.03.05 Temporary Control Measures. F) Temporary Mulch.
REVISION:	Replace the last sentence with the following:
	Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.
SUBSECTION: REVISION:	303.05 Payment. Replace the second paragraph of the section with the following:
	The Department will make payment for Drainage Blanket-Type II (ATDB) according to the Lot Pay Adjustment Schedule for Specialty Mixtures in Section 402.
SUBSECTION: PART:	401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control.
REVISION:	Replace the first sentence with the following:
	Stop mixing operations immediately if, at any time, a failure of the automatic electronic weighing system of the aggregate feed, asphalt binder feed, or water injection system control occurs.
SUBSECTION: REVISION:	401.02.04 Special Requirements for Dryer Drum Plants. Add the following:
	Part G) Water Injection System. Provided each system has prior approval as specified in Subsection 402.01.01, the Department will allow the use of water injection systems for purposes of foaming the asphalt binder and lowering the mixture temperature for production of Warm Mix Asphalt (WMA).
	Ensure the equipment for water injection meets the following requirements: 1) Injection equipment computer controls are automatically coupled to the plants controls (manual operation is not permitted); 2) Injection equipment has provided a controls that introduce water ratios based on production.
	Injection equipment has variable controls that introduce water ratios based on production rates of mixtures;
	 3) Injects water into the flow of asphalt binder prior to contacting the aggregate; 4) Provides alarms on the water injection system that operate when the flow of water is interrupted or deviates from the prescribed water rate.
SUBSECTION: REVISION:	401.03.01 Preparation of Mixtures. Replace the last sentence of the second paragraph with the following:
	Do not use asphalt binder while it is foaming in a storage tank.
L	

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SUBSECTION: REVISION:

401.03.01 Preparation of Mixtures.

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

Maintain the temperature of the component materials and asphalt mixture within the ranges listed in the following table:

MIXING AND LAYING TEMPERATURES (°F)				
Material		Minimum	Maximum	
Aggregates		240	330	
Aggregates used with Recycle (RAP)	d Asphalt Pavement	240	_	
Asphalt Binders	PG 64-22	230	330	
	PG 76-22	285	350	
Asphalt Mixtures at Plant	PG 64-22 HMA	250	330	
(Measured in Truck)	PG 76-22 HMA	310	350	
	PG 64-22 WMA	230	275	
	PG 76-22 WMA	250	300	
Asphalt Mixtures at Project	PG 64-22 HMA	230	330	
(Measured in Truck	PG 76-22 HMA	300	350	
When Discharging)	PG 64-22 WMA	210	275	
	PG 76-22 WMA	240	300	

SUBSECTION: REVISION:

402.01 Description.

Replace the paragraph with the following:

Provide the process control and acceptance testing of all classes and types of asphalt mixtures which may be furnished either as hot mix asphalt (HMA) or warm mix asphalt (WMA) produced with water injection systems.

SUBSECTION REVISION:

402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval.

Add the following subsection:

402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval.

The Department will evaluate trial production of WMA by use of a water injection system provided the system is installed according to the manufacturer's requirements and satisfies the requirements of Section 401. Evaluation will include production and placement of WMA to demonstrate adequate mixture quality including volumetric properties and density by Option A as specified in Subsection 402.03.02 D). Do not place WMA for evaluation on Department projects. Provided production and placement operations satisfy the applicable quality levels, the Department will approve WMA production on Department projects using the water injection system as installed on the specific asphalt mixing plant evaluated.

SUBSECTION: REVISION:

402.05.02 Asphalt Mixtures and Mixtures With RAP.

Replace Subsection Title as below:

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

SUBSECTION: REVISION:

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

The Department will pay for the mixture at the Contract unit bid price and apply a Lot Pay Adjustment for each lot placed based on the degree of compliance with the specified tolerances. Using the appropriate Lot Pay Adjustment Schedule, the Department will assign a pay value for the applicable properties within each sublot and average the sublot pay values to determine the pay value for a given property for each lot. The Department will apply the Lot Pay Adjustment for each lot to a defined unit price of \$50.00 per ton. The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.

SUBSECTION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.		
PART: REVISION:			
REVISION.	replace The and Text with the Tonowing.		
	C) HMA, WMA and RAP Mixtures Placed on Shoulders or Placed as Asphalt Pavement Wedge.		
	1) Placed monolithically with the Mainline – Width of 4 feet or less. The Department will		
	pay as mainline mixture. 2) Placed monolithically with the Mainline – Width of greater than 4 feet. The Department		
	will pay as mainline mixture but use 1.00 for the Lane and Joint Density Pay Value for		
	shoulder or Asphalt Pavement Wedge quantities.		
	3) Placed Separately. The Department will use 1.00 for the Lane and Joint Density Pay Value.		
SUBSECTION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.		
PART: REVISION:	D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Replace the title with the following:		
REVISION.	D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.		
	Delete the following: D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. The		
	Department will pay as mainline mixture but use a 1.00 pay value for all properties.		
SUBSECTION: PART:	402.05.02 Asphalt Mixtures for Temporary Pavement. E) Asphalt Mixtures for Temporary Pavement.		
REVISION:	Replace E) Asphalt Mixtures for Temporary Pavement with the following:		
	D) Asphalt Mixtures for Temporary Pavement.		
SUBSECTION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.		
PART: TABLES:	Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures VMA		
REVISION:	Replace the VMA table with the following:		
	VMA		
	Pay Value Deviation		
	From Minimum 1.00 ≥ min. VMA		
	$ \begin{array}{c cccc} \hline 1.00 & & \geq \min, \forall MA \\ \hline 0.95 & & 0.1-0.5 \text{ below min.} \end{array} $		
	0.90 $0.6-1$ 0 below min. (I) > 1.0 below min.		
	> 1.0 below him.		
SUBSECTION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.		
PART: TABLES:	Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures VMA		
REVISION:	Replace the VMA table with the following:		
	VMA		
	Pay Value Deviation		
	From Minimum		
	1.00 ≥ min. VMA		
	0.95 0.1-0.5 below min.		
	0.90 0.6-1.0 below min.		
	(1) > 1.0 below min.		

SUBSECTION:			HMA and WMA, In			With RA	P.	
PART:		ment Schedule,	Compaction Option	n B Mix	tures			
TABLE: REVISION:	VMA Replace the VM	AA table with t	he following:					
112 (1510) (replace the vi	viri tuoio vitti t						
			V	MA		1		
			Pay Value	De	viation	1		
				From	Minimum			
			1.00		n. VMA	1		
			0.95	l l	0.5 bel w min.			
			0.9	0.6-1.0	below min.	.]		
			(2)	> 1.0 b	elow min.			
SUBSECTION:	403.03.03 Prep	aration of Mixt	ure					
PART:	C) Mix Design		arc.					
NUMBER:	1) Preliminary		6.1	1 . 11				
REVISION:	Keplace the las	t two sentences	of the paragraph a	nd table v	with the f	ollowing:		
	Complete the v	volumetric mix	design at the appr	opriate r	number of	f gyration	ıs as giv	en in the table
	below for	the number of	of 20-year ESAL's given in the bid	tems for	Departme	ent will	define th	he relationship
	ranges as f		is given in the blu	items for	Бирстра	ive mixtu	ics, and	20-year LSAL
					Numbe	er of Gyr	ations	
		Class	ESAL's (million	ons)	Number	$N_{ m design}$	N _{max}	
		2	< 3.0	,,,,	6	50	75	
		3	3.0 to < 30.0)	7	75	115	
SUBSECTION:	403 03 00 Lave	4	≥ 30.0 ing, and Scratch Co	urca	8	100	160	
PART:	A) Leveling an		ing, and Scratch Co	Juise.				
REVISION:	Replace the first	st sentence of the	ne first paragraph w	ith the fo	ollowing:			
	Conform to the	gradation requ	irements (control p	oints) of	AASHTO	OM 323 t	for base	binder or
	surface as the E			011113) 01	71710111	3 111 323	or ouse,	omaci, or
CLIDGECTION	402.02.00.1	1' 1337 1	. 10 .10					
SUBSECTION: PART:	B) Scratch Cou		ing, and Scratch Co	ourse.				
REVISION:	,		f the first paragraph	with the	e followir	ng:		
	C f + - +1		:	-: C	A A CLUT	N 202	C 1	1. Constant of the constant of
	surface as the E		irements (control p	omis) or	AASHT	J M 323 I	ior base,	binder, or
SUBSECTION:	407.01 DESCR	AIPTION.						
REVISION:	Replace the first	st sentence of th	ne paragraph with the	ne follow	ing:			
	Construct a pay	vement wedge o	composed of a hot-r	nixed or	warm-mi	xed asph	alt mixtu	ire.
	•		•			•		
SUBSECTION:	409.01 DESCR	IPTION						
REVISION:			ne paragraph with tl	ne follow	ing:			
	_					.a		
			nt (RAP) from Dep nix asphalt (WMA)					
				Provide	. mature	requireil		batisiicu.
SUBSECTION:	410.01 DESCR							
REVISION:	Delete the seco	and sentence of	tne paragraph.					

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SUBSECTION:	410.03.01 Corrective Work.
REVISION:	Replace the last sentence of the paragraph with the following:
	Provide a final surface comparable to the adjacent pavement that does not require corrective work
	in respect to texture, appearance, and skid resistance.
SUBSECTION: PART:	410.03.02 Ride Quality.
NUMBER:	B) Requirements. 1) Category A.
REVISION:	Replace the last sentence of the first paragraph with the following:
	At the Department's discretion, a pay deduction of \$1200 per 0.1-lane-mile section may be applied
	in lieu of corrective work.
SUBSECTION: PART:	410.03.02 Ride Quality. B) Requirements.
NUMBER:	2) Category B.
REVISION:	Replace the second and third sentence of the first paragraph with the following:
	When the IRI is greater than 90 for a 0.1-mile section, perform corrective work, or remove and
	replace the pavement to achieve the specified IRI. At the Department's discretion, a pay deduction of \$750 per 0.1-lane-mile section may be applied in lieu of corrective work.
	of \$750 per 0.1-rane-nine section may be applied in field of corrective work.
SUBSECTION:	410.05 PAYMENT.
REVISION:	Add the following sentence to the end of the first paragraph:
	The sum of the pay value adjustments for ride quality shall not exceed \$0 for the project as a whole.
SUBSECTION:	413.05.02 CL3 SMA BASE 1.00D PG76-22.
REVISION:	Insert the following sentence between the first and second sentence of the first paragraph:
	The Department will calculate the Lot Pay Adjustment using all possible incentives and
	disincentives but will not allow the overall pay value for a lot to exceed 1.00.
SUBSECTION:	413.05.02 CL3 SMA BASE 1.00D PG 76-22.
TABLE: REVISION:	JOINT DENSITY TABLE Replace the joint density table with the following:
112 (1510)	
	LANE DENSITY
	Pay Value Test Result (%)
	1.05 95.0-96.5
	1.00 93.0-94.9 0.95 92.0-92.9 or 96.6-97.0
	0.90 91.0-91.9 or 97.1-97.5
	(1) < 91.0 or > 97.5
SUBSECTION:	413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22.
REVISION:	Insert the following sentence between the first and second sentence of the first paragraph:
	The Department will calculate the Lot Pay Adjustment using all possible incentives and
	disincentives but will not allow the overall pay value for a lot to exceed 1.00.

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SUBSECTION: TABLE: REVISION:	JOINT DENSIT		PG76-22 and CL3 SMA the following:	SURF 0.38A PG76-22.	
			DENSITY		
		Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	
		1.05	95.0-96.5	92.0-96.0	
		1.00	93.0-94.9	90.0-91.9	
		0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	
		0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	
		0.75		< 88.0 or > 97.0	
		(1)	< 91.0 or > 97.5		
SUBSECTION:	501.05.02 Ride (Quality.			
REVISION:	Add the following sentence to the end of the first paragraph:				
	The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.				
SUBSECTION: REVISION:	505.03.04 Detectable Warnings. Replace the first sentence with the following:				
	Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.				
SUBSECTION: REVISION:	505.04.04 Detect Replace the para	able Warnings. graph with the fol	lowing:		
	projects will requapplicable to the incidental to the	ire the removal o project. The cost	quantity in square feet. A f existing sidewalks to me associated with the remogs bid item or incidental to noted.	eet the requirements of t val of the existing sidew	the standard drawings walk will be
SUBSECTION: REVISION:	505.05 PAYMEN	NT. g to the bid item t	able:		
	<u>Code</u> 23158ES505	Pay Item Detectable Wa	Pay Unit Square Foo	t	
SUBSECTION:	509.01 DESCRII				
REVISION:	Replace the second	nd paragraph with	the following:		
	Research Program the Standard Dra length, material,	n (NCHRP) 350 7 wings. Obtain the drain slot dimensi et or less from the	e of similar units that conf Fest Level 3 (TL-3) requi- e Engineers approval prio ons and locations typical NCHRP 350 TL-3 for To	rements and the typical r to use. Ensure the bar features are met and the	features depicted by rier wall shape, e reported maximum

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

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SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
NUMBER:	2) Mineral Admixtures.
LETTER:	a) Fly Ash.
REVISION:	Delete the last sentence of the third paragraph.
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
NUMBER:	2) Mineral Admixtures.
LETTER:	b) Ground Granulated Blast Furnace Slag (GGBF Slag).
REVISION:	Delete the second sentence of the third paragraph.
SUBSECTION:	601.03.03 Proportioning and Requirements.
PART:	E) Measuring.
REVISION:	Add the following sentence:
	Conform to the individual ingredient material batching tolerances in Appendix A.
SUBSECTION:	601.03.09 Placing Concrete.
PART:	A) General.
REVISION:	Replace the last sentence of the fourth paragraph with the following:
	Do not use aluminum or aluminum alloy troughs, pipes, or chutes that have surface damage or for
	lengths greater than 20 feet.
	Replace the second sentence of the fifth paragraph with the following:
	When pumping, equip the delivery pipe with a nozzle, having a minimum of 2 right angles, at the
	discharge end. Alternate nozzles or restriction devices may be allowed with prior approval by the
	Engineer.
SUBSECTION:	605.02.05 Forms.
REVISION:	Delete the last sentence.
~	
SUBSECTION:	605.03.04 Tack Welding.
REVISION:	Replace with the following:
	The Department does not allow tack welding.
CIDCECTON	COC 00 11 Comp. A comp. 4
SUBSECTION:	606.02.11 Coarse Aggregate.
REVISION:	Replace with the following:
	Conform to Section 805, size No. 8 or 0 M
	Conform to Section 805, size No. 8 or 9-M.
SUBSECTION:	609.03.04 Expansion and Fixed Joints.
PART:	D) Preformed Neoprene Joint Seals.
REVISION:	Replace the last sentence of paragraph seven with the following:
KE VISION.	replace the fast sentence of paragraph seven with the following.
	Field splices will not be allowed during partial width construction. It is Contractor's responsibility to
	determine and install the length of seal required for the joint to barrier wall as per the standard drawing.
SUBSECTION:	609.03.09 Finish with Burlap Drag.
REVISION:	Delete the entire section.
112 (1510)	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
SUBSECTION:	609.04.06 Joint Sealing.
REVISION:	Replace Subsection 601.04 with the following:
	Δ
	Subsection 606.04.08.
-	

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CLIDGE CETON.	(00.05 P
SUBSECTION: REVISION:	609.05 Payment. Replace the Pay Unit for Joint Sealing with the following:
REVISION.	replace the Fuy Clift for Joint Scaling with the following.
	See Subsection 606.05.
SUBSECTION:	701.03.06 Initial Backfill.
REVISION:	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.
	J12.
SUBSECTION:	701.03.08 Testing of Pipe.
REVISION:	Replace and rename the subsection with the following:
	701.03.08 Inspection of Pipe. The engineer will visually inspect all pipe. The Department will require camera/video inspection on a minimum of 50 percent of the linear feet of all installed pipe structures. Conduct camera/video inspection according to KM 64-114. The pipe to be installed under pavement will be selected first. If the total linear feet of pipe under pavement is less than 50 percent of the linear feet of all pipe installed, the Engineer will randomly select installations from the remaining pipe structures on the project to provide for the minimum inspection requirement. The pipe will be selected in complete runs (junction-junction or headwall-headwall) until the total linear feet of pipe to be inspected is at least 50 percent of the total linear feet of all installed pipe on the project. Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible. Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114. Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Enginee
SUBSECTION:	701.04.07 Testing.
REVISION:	Replace and rename the subsection with the following:
	701.04.07 Pipeline Video Inspection. The Department will measure the quantity in linear feet along the pipe invert of the structure inspected. When inspection above the specified 50 percent is performed due to a disagreement or suspicion of additional distresses and the Department is found in error, the Department will measure the quantity as Extra Work according to Subsection 104.03. However, if additional distresses or non-conformance is found, the Department will not measure the additional inspection for payment.

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REVISION:	701.05 PAYMENT. Add the following pay item to the Code Pay It Pipeli		<u>Pay Unit</u> Linear Foot	
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERMIN Replace this table with the following		TING	
		PIPE DEFLECT	ION	
	Amount of Deflection (%) P	ayment	
	0.0 to 5.0		00% of the Unit Bid Price	
	5.1 to 9.9	5	0% of the Unit Bid Price (1)	
	10 or greater	R	emove and Replace	
	(1) Provide Structural Analysis allowed to remain in place at the r		ed on the structural analysis, pipe may be	
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERMIN Delete this table.	ED BY MANDREL TES	STING	
SUBSECTION:	713.02.01 Paint.			
REVISION:	Replace with the following:			
	Conform to Section 842 and Section	on 846.		
SUBSECTION: REVISION:	713.03 CONSTRUCTION. Replace the first sentence of the se On interstates and parkways, and o striping that is 6 inches in width.		following: the State Highway Engineer, install pavemen	
	713.03.03 Paint Application. Replace the second paragraph with the following table:			
		the following table:		
		the following table: Paint Application Rate	te Glass Beads Application Rate	
	Replace the second paragraph with Material 4 inch waterborne paint	Paint Application Rat Min. of 16.5 gallons/n	nile Min. of 6 pounds/gallon	
	Replace the second paragraph with Material 4 inch waterborne paint 6 inch waterborne paint	Paint Application Rat Min. of 16.5 gallons/m Min. of 24.8 gallons/m	nile Min. of 6 pounds/gallon ile Min. of 6 pounds/gallon	
REVISION: SUBSECTION:	Replace the second paragraph with Material 4 inch waterborne paint 6 inch waterborne paint 6 inch durable waterborne paint 713.03.04 Marking Removal. Replace the last sentence of the pa	Paint Application Rat Min. of 16.5 gallons/m Min. of 24.8 gallons/m Min. of 36 gallons/mile ragraph with the followir	mile Min. of 6 pounds/gallon ile Min. of 6 pounds/gallon Min. of 6 pounds/gallon Min. of 6 pounds/gallon ag:	
REVISION: SUBSECTION: REVISION:	Replace the second paragraph with Material 4 inch waterborne paint 6 inch waterborne paint 6 inch durable waterborne paint 713.03.04 Marking Removal. Replace the last sentence of the pa Vacuum all marking material and	Paint Application Rat Min. of 16.5 gallons/m Min. of 24.8 gallons/m Min. of 36 gallons/mile ragraph with the followir	mile Min. of 6 pounds/gallon ile Min. of 6 pounds/gallon Min. of 6 pounds/gallon Min. of 6 pounds/gallon	
REVISION: SUBSECTION: SUBSECTION:	Replace the second paragraph with Material 4 inch waterborne paint 6 inch waterborne paint 6 inch durable waterborne paint 713.03.04 Marking Removal. Replace the last sentence of the pa	Paint Application Rat Min. of 16.5 gallons/m Min. of 24.8 gallons/m Min. of 36 gallons/mile ragraph with the followir	mile Min. of 6 pounds/gallon mile Min. of 6 pounds/gallon	
REVISION: SUBSECTION: SUBSECTION:	Replace the second paragraph with Material 4 inch waterborne paint 6 inch waterborne paint 6 inch durable waterborne paint 713.03.04 Marking Removal. Replace the last sentence of the pa Vacuum all marking material and pay 713.05 PAYMENT. Insert the following codes and pay Code Pay Item	Paint Application Rate Min. of 16.5 gallons/m Min. of 24.8 gallons/m Min. of 36 gallons/mile ragraph with the following removal debris concurrent items below the Paveme	nile Min. of 6 pounds/gallon ile Min. of 6 pounds/gallon e Min. of 6 pounds/gallon ng: http://with.com/display/gallon ng: http://with.com/display/gallon/gal	
REVISION: SUBSECTION: SUBSECTION:	Replace the second paragraph with Material 4 inch waterborne paint 6 inch waterborne paint 6 inch durable waterborne paint 713.03.04 Marking Removal. Replace the last sentence of the pa Vacuum all marking material and pay Vacuum all marking codes and pay Code Pay Item 24189ER Durable Waterborne	Paint Application Rat Min. of 16.5 gallons/m Min. of 24.8 gallons/m Min. of 36 gallons/mile ragraph with the followir removal debris concurren items below the Paveme	nile Min. of 6 pounds/gallon ile Min. of 6 pounds/gallon ile Min. of 6 pounds/gallon ing: Itly with the marking removal operation. Int Striping – Permanent Paint: Pay Unit Linear Foot	
SUBSECTION: REVISION: SUBSECTION: REVISION: SUBSECTION: REVISION:	Replace the second paragraph with Material 4 inch waterborne paint 6 inch waterborne paint 6 inch durable waterborne paint 713.03.04 Marking Removal. Replace the last sentence of the pa Vacuum all marking material and pay 713.05 PAYMENT. Insert the following codes and pay Code Pay Item 24189ER Durable Waterborne 24190ER Durable Waterborne Durable Waterborne Durable Waterborne Durable Waterborne Durable Waterborne Pay Item Durable Waterborne	Paint Application Rate Min. of 16.5 gallons/m Min. of 24.8 gallons/m Min. of 36 gallons/mile ragraph with the following removal debris concurrent items below the Paveme	mile Min. of 6 pounds/gallon ile Min. of 6 pounds/gallon ile Min. of 6 pounds/gallon ing: multiple Min. of 6 pounds/gallon ing: multi	

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

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SUBSECTION:	717.03.05 Proving Period.		
PART:	A) Requirements.		
REVISION:	Insert the following to this secti	ion:	
	of failure due to blistering, excepavement materials, drippings, retroreflectivity, vehicular dama warranted by the manufacturer adequately bonded to the surfact Subsection 714.03.06 A) 1), ret	oving period, ensure that the pavement marking materies is cracking, bleeding, staining, discoloration, oil conchipping, spalling, poor adhesion to the pavement, los age, and normal wear. Type I Tape is manufactured on to meet certain retroreflective requirements. As long are and shows no signs of failure due to the other items roreflectivity readings will not be required. In the abserbased on a nighttime visual observation.	ontent of the s of ff site and as the material is listed in
SUBSECTION: REVISION:		e paragraph with the following:	
	Vacuum all marking material and	nd removal debris concurrently with the marking remo	val operation.
SUBSECTION: REVISION:	717.05 PAYMENT. Insert the following bid item co	des:	
SUBSECTION: REVISION:	miscellaneous metal v For the SCI100GM fe		to ASTM A 123. SCI100GM fender
SUBSECTION: REVISION:	725.02.04 Type VII Class C. Replace bullet 2) with the follor 2) The SCI100GM Syste miscellaneous metal v For the SCI100GM fe		Illinois. For all to ASTM A 123. SCI100GM fender
SUBSECTION: REVISION:		e first paragraph and add the following to the second p SO ₃ content above the value in table I of ASTM C 150	
		SO ₃ content above the value in table I of ASTM C 150 ay expansion test data for the supplied SO ₃ content on	

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SUBSECTION: REVISION:	805.01 GENERAL. Replace the second paragraph with the following:
	The Department's List of Approved Materials includes the Aggregate Source List, the list of Class A and Class B Polish-Resistant Aggregate Sources, and the Concrete Restriction List.
SUBSECTION: REVISION:	805.04 CONCRETE. Delete feetpete (1) The permissible lightweight pertials content of gravel coarse aggregate for rainforced.
REVISION:	Delete footnote (1) The permissible lightweight particle content of gravel coarse aggregate for reinforced concrete box culvert sections, concrete pipe, pipe arches, or for use only in concrete that will be permanently protected from freezing by 2 feet or more of cover is 10.0 percent.
SUBSECTION:	805.04 CONCRETE.
REVISION:	Replace the "AASHTO T 160" reference in first sentence of the third paragraph with "KM 64-629"
SUBSECTION:	805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.
TABLE:	AGGREGATE SIZE USE
PART:	Cement Concrete Structures and Incidental Construction
REVISION:	Replace "9-M for Waterproofing Overlays" with "8 or 9-M for Waterproofing Overlays"

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

					S	IZES (SIZES OF COARSE AGGREGATES	RSE AC	GREG	ATES							
	Sieve		Α	MOUNTS	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT	AN EACH	1 LABORAT	ORY SII	EVE (SQU,	ARE OPEN	INGS) PEF	CENTAGI	BY WEI	THE			
Aggregate Size	Nominal ⁽³⁾ Maximum Aggregate Size	4 inch	3 1/2 inch	3 inch	2 1/2 inch	2 inch	1 1/2 inch	1 inch	3/4 inch 1/2 inch		3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 100	No. 200
1	3 1/2 inch	100	90-100		25-60		0-15		0-5								
2	2 ½ inch			100	90-100	35-70	0-15		0-5								
23	2 inch			100		40-90		0-15		0-5							
3	2 inch				100	90-100	35-70	0-15		0-5							
357	2 inch				100	95-100		35-70		10-30		0-5					
4	1 1/2 inch					100	90-100	20-55	0-15		0-5						
467	1 1/2 inch					100	95-100		35-70		10-30	0-5					
5	1 inch						100	90-100	20-55	0-10	0-5						
57	1 inch						100	95-100		25-60		0-10	0-5				
610	1 inch						100	85-100		40-75		15-40					
67	3/4 inch							100	90-100		20-55	0-10	0-5				
68	3/4 inch							100	90-100		30-65	5-25	0-10	0-5			
710	3/4 inch							100	80-100		30-75	0-30					
78	1/2 inch								100	90-100	40-75	5-25	0-10	0-5			
8	3/8 inch									100	85-100	10-30	0-10	0-5			
9-M	3/8 inch									100	75-100	0-25	0-5				
$10^{(2)}$	No. 4										100	85-100				10-30	
11(2)	No. 4										100	40-90	10-40			0-5	
DENSE GRADED AGGREGATE (1)	3/4 inch							100	70-100		50-80	30-65			10-40		4-13
CRUSHED STONE BASE (I)	1 1/2 inch				100		90-100		60-95		30-70	15-55			5-20		0-8
<i>a</i>) ≥																	

3 2

Gradation performed by wet steve KM 04-050 or AASH1O 1-11/1-27.

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

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

Note: The Department will allow blending of same source/same type aggregate when precise procedures are used such as cold feed, belt, or equivalent and combining of sizes or types of aggregate using the weigh hopper at concrete plants or controlled feed belts at the pugmill to obtain designated sizes.

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

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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.

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

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

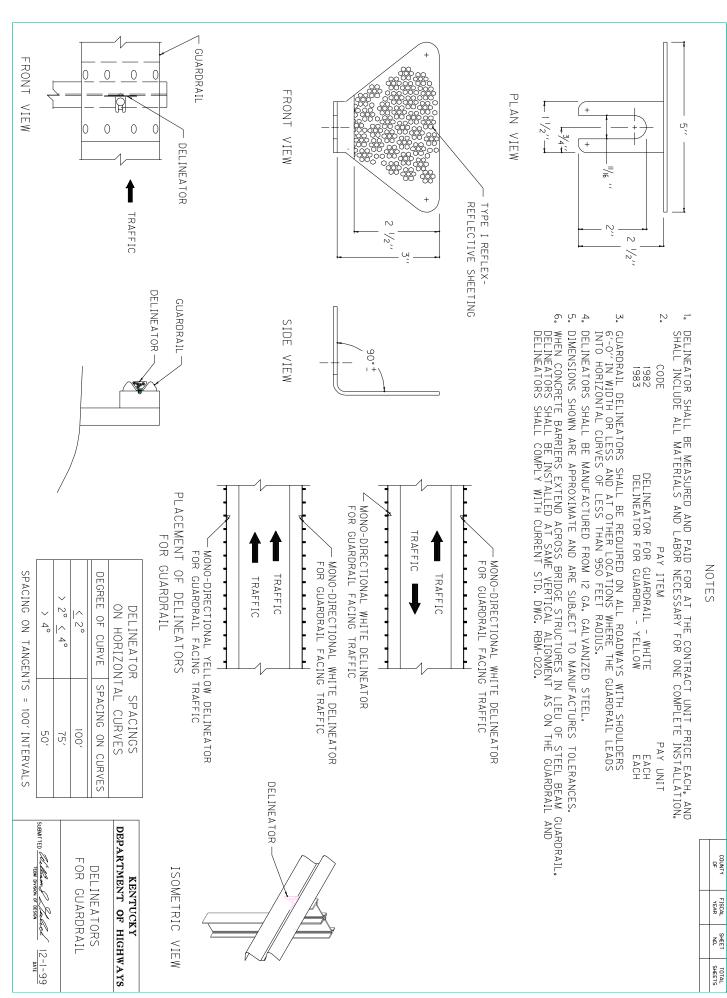
846.03 ACCEPTANCE PROCEDURES FOR NON-SPECIFICATION DURABLE WATERBORNE PAVEMENT STRIPING PAINT. When non-specification paint is inadvertently incorporated into the work the Department will accept the material with a reduction in pay. The percentage deduction is cumulative based on its compositional properties,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

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

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

STANDARD DRAWINGS THAT APPLY

TYPICAL GUARDRAIL INSTALLATIONS	RBI-001-09
TYPICAL GUARDRAIL INSTALLATIONS	RBI-002-06
INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1	RBI-004-03
STEEL BEAM GUARDRAIL (W-BEAM)	RBR-001-11
GUARDRAIL COMPONENTS	RBR-005-10
GUARDRAIL TERMINAL SECTIONS	RBR-010-05
GUARDRAIL POSTS	
GUARDRAIL POSTS	RBR-016-04
GUARDRAIL END TREATMENT TYPE 1	RBR-020-03
STEEL BEAM GUARDRAIL (THRIE BEAM)	RBR-100-05
CHANNEL LINING CLASS II AND III	RDD-040-04
GUARDRAIL END TREATMENT TYPE 3	
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS	RDI-001-08
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS	
PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER PIPE	RDI-020-08
PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER REINFORCED CONC. PIPE	RDI-021
PIPE BEDDING, TRENCH CONDITION	
PIPE BEDDING, TRENCH CONDITION REINFORCED CONC. PIPE	RDI-026
COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PLATE PIPE	RDI-035-01
FILL HEIGHTS FOR PRECAST REINFORCED CONCRETE BOX CULVERTS	
SILT TRAP - TYPE A	RDX-220-04
SILT TRAP - TYPE B	RDX-225
SILT TRAP - TYPE C	
CURVE WIDENING AND SUPERELEVATION TRANSITIONS	
MISCELLANEOUS STANDARDS PART 1	RGX-001-05
TYPICAL EMBANKMENT FOUNDATION BENCHES	RGX-010-03
ONE POINT PROCTER FAMILY OF CURVES	RGX-200
LANE CLOSURE TWO-LANE HIGHWAY CASE I	TTC-100-01
LANE CLOSURE TWO-LANE HIGHWAY CASE II	TTC-105-01
SHOULDER CLOSURE	
MOBILE OPERATION FOR PAINT STRIPING CASE I	TTS-100-01
MOBILE OPERATION FOR PAINT STRIPING CASE II	TTS-105-01
RAILING SYSTEM TYPE IL GUARDRAIL TREATMENT	BHS-007-05



PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

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ATTACHMENTS

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

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 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.

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- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means
- 4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly takecorrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within thetime limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin,

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

- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

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

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level ofprogress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

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

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

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

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

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

above.

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

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;

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- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

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VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provideall safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowinglyrendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

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

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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.

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- 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:

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.

* * * * *

$2. \ \mbox{Instructions} \ \mbox{for Certification} \ \mbox{--} \ \mbox{Lower Tier Covered Transactions:}$

(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.

Contract ID: 122209 Page 135 of 156

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

- submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

- 1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.
- 3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to

provide apprenticeship or other training.

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

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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

General Decision Number: KY120128 01/06/2012 KY128

Superseded General Decision Number: KY20100215

State: Kentucky

Construction Type: Highway

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

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

Modification Number Publication Date 01/06/2012 0

SUKY2010-164 07/12/2010

	Rates	Fringes
BRICKLAYER	\$ 22.90	8.50
CARPENTER Carpenter Piledriverman	\$ 21.05	8.50 8.50
CEMENT MASON/CONCRETE FINISHER	\$ 21.25	8.50
When required to work from bosus subject to direct fall, escept trucks up to 75 feet: Add 25% to and 50% over 75 feet.	m chairs on brio when using JLG':	s and bucket
IRONWORKER	\$ 24.99	18.22
LABORER (01) General Laborer, Flagman, Steam Jenny (02) Batch Truck Demper, Deck Hand or Scow Man,	\$ 19.45	8.50
Hand Blade Operator	\$ 19.70	8.50

Men, Dry Cement Handler,		
Concrete Rubber, Mason		
Tender\$	19.80	8.50
(04) Asphalt Lute and		
Rakerman, Side Rail Setter\$	19.85	8.50
(05) Gunnite Nozzxleman,		
Gunnite Operator\$	19.95	8.50
(06) Tunnel Laborer (Free		
Air)\$	20.00	8.50
(07) Tunnel Mucker (Free		
Air)\$	20.05	8.50
(08) Tunnel Miner, Blaster		
and Driller (free Air)\$		8.50
(09) Caisson Worker\$		8.50
(10) Powderman\$	21.05	8.50
(11) Drill Operator of		
Percussion Type Drills		
powered and propelled by		
an independent air supply\$	22.25	8.50
PAINTER	10.00	
All Excluding Bridges\$		9.57
Bridges\$	23.92	10.07
DITMDED	22 52	7 00
PLUMBER\$	22.52	7.80
POWER EQUIPMENT OPERATOR:		
GROUP 1\$	24 10	8.50
GROUP 2\$		8.50
GROUP 3\$		8.50
GROUP 4\$		8.50
POWER EQUIPMENT OPERATOR CLASSIFI		0.50
10 IQUITIDINI OLDINITON CDINDOIT		

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

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

GROUP 3: Greaser on Grease Facilities servicing Heavy

Equipment

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

SHEET METAL WORKER\$ 20.	40 7.80
TRUCK DRIVER	
(01) Truck Tender and	
Warehouseman\$ 19.	70 8.50
(02) Driver, Winch Truck	
and A-Frame when used in	
Transporting Materials\$ 19.	80 8.50
(03) Driver (Semi-trailer	
or Pole Trailer), Driver	
(Dump Truck, Tandem Axle),	
Driver of Distributor\$ 19.	90 8.50
(04) Driver on Mixer	0.50
Trucks (all types)\$ 19.	
(05) Truck Mechanic\$ 20. (06) Driver (3 tons and	0.50
under), Tire Changer,	
Truck Mechanic Tender\$ 20.	03 8.50
(07) Driver on Pavement	
Breakers\$ 20.	05 8.50
(08) Driver (over 3 tons),	
Driver (Truck Mounted	
Rotary Drill)\$ 20.	24 8.50
(09) Driver, Euclid and	
other Heavy Earth Moving	
Equipment\$ 20.	81 8.50
(10) Greaser on greasing	0.50
facilities\$ 20.	90 8.50

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

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

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

Union Identifiers

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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

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Project No. Highway

Date of Determination: August 4, 2011

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

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

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

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

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

Michael Donta, Deputy Commissioner Department of Workplace Standards

Page 1 of 5

CR-11-II-HWY August 4, 2011

CLASSIFICATIONS	RATE AND FRINGE BENEFITS		
BOILERMAKERS:	BASE RATE \$24.65 FRINGE BENEFIT 12.94		
BRICKLAYERS:			
Bricklayers:	BASE RATE \$22.90 FRINGE BENEFITS 8.50		
Stone Mason:	BASE RATE \$21.50 FRINGE BENEFITS 8.50		
CARPENTERS:			
Carpenters:	BASE RATE \$22.40 FRINGE BENEFITS 8.75		
Piledrivers:	BASE RATE \$22.05 FRINGE BENEFITS 8.75		
CEMENT MASONS:	BASE RATE \$21.25 FRINGE BENEFITS 8.50		
ELECTRICIANS:	*BASE RATE \$29.36 FRINGE BENEFITS 10.55		
*When workmen are required to work from bosum chair radio and T.V. towers, structural steel (open, unprotecte hazardous locations where workmen are subject to a directrucks up to 75 feet: Add 25% to workman's base rate f base rate for over 75 feet.	d, unfloored raw steel), and bridges or similar ect fall, except where using JLG's and bucket		
LINEMAN:	*BASE RATE \$30.09		
•	FRINGE BENEFITS 10.94		
EQUIPMENT OPERATOR:	*BASE RATE \$26.90 FRINGE BENEFITS 10.31		
	FRINGE BENEFITS 10.51		
GROUNDSMAN:	*BASE RATE \$17.79 FRINGE BENEFITS 8.51		
IRONWORKERS:			
	BASE RATE \$ 25.77 FRINGE BENEFITS 18.54		

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

OPERATING ENGINEERS:

Group A:

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

BASE RATE \$23.80 FRINGE BENEFITS 8.75

Group B:

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

BASE RATE \$21.55 FRINGE BENEFITS 8.75

Group B2:

Greaser on grease facilities servicing heavy equipment:

BASE RATE

\$21.90

FRINGE BENEFITS 8.75

Group C:

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

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

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

ERRATUM

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

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

Determination Number: CR-II-II-HWY

<u>D</u>	<u>EL</u>	<u>'E</u> :

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

Michael L. Dixon, Commissioner

Department of Workplace Standards

Machael L. Dijon

Kentucky Labor Cabinet Frankfort, KY 40601

This 8th day of November, 2011.

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

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

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
4.5%	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 Knox County.

PART IV

INSURANCE

Contract ID: 122209 Page 152 of 156

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS FRANKFORT, KY 40622

Contract ID: 122209 Page 154 of 156

PAGE: 1

CONTRACT ID: 122209 COUNTY: KNOX

LETTING: 05/18/12 PROPOSAL: 061GR12P006-HSIP AND FD05 CALL NO: 201

LINE NO	ITEM 	DESCRIPTION	APPROXIMATE (QUANTITY		UNIT PRICE	AMOUNT
	SECTION 0001	ROADWAY				
0010	00003 	CRUSHED STONE BASE	210.000	TON		
0020	 00190 	LEVELING & WEDGING PG64-22	363.000	TON		
0030	00212 	CL2 ASPH BASE 1.00D PG64-22	2,512.000	TON		
0040	00263 	ASPHALT MIX FOR PAVEMENT WEDGE	100.000	TON		
0050	00301 	CL2 ASPH SURF 0.38D PG64-22	3,838.000	TON		
0060	01982 	DELINEATOR FOR GUARDRAIL-WHITE	70.000	EACH		
0070	02200 	ROADWAY EXCAVATION	10,050.000	CUYD		
0080	 02351 	GUARDRAIL-STEEL W BEAM-S FACE	3,709.000	LF		
0090	02355 	GUARDRAIL-STEEL W BEAM-S FACE A BRIDGE MP 2.17	100.000	LF		
0100	02360 	GUARDRAIL TERMINAL SECTION NO 1	4.000	EACH		
0110	02367 	GUARDRAIL END TREATMENT TYPE 1	4.000	EACH		
0120	02381 	REMOVE GUARDRAIL	4,158.000	LF		
0130	02399 	EXTRA LENGTH GUARDRAIL POST	100.000	EACH		
0140	02484 	CHANNEL LINING CLASS III	100.000	TON		
0150	02562 	SIGNS	870.000 	SQFT		
0160		MAINTAIN & CONTROL TRAFFIC KY 11 (HSIP)	(1.00)	LS		
0170		MAINTAIN & CONTROL TRAFFIC KY 11 MP 0.000-3.272	(1.00)	LS		
0180		MAINTAIN & CONTROL TRAFFIC KY 2418 MP 0.000-0.688	(1.00)	LS		
0190	:	MOBILIZATION FOR MILL & TEXT KY 11 MP 0.000-3.272	(1.00)	LS		
0200	 02676 	MOBILIZATION FOR MILL & TEXT KY 2418 MP 0.000-0.688	(1.00)	LS		

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KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS FRANKFORT, KY 40622

CONTRACT ID: 122209

COUNTY: KNOX

PROPOSAL: 061GR12P006-HSIP AND FD05

LETTING: 05/18/12 CALL NO: 201

PAGE: 2

LINE NO	ITEM 	DESCRIPTION	APPROXIMATE UN QUANTITY	TIN 	UNIT PRICE	TRUOMA
0210	02677	ASPHALT PAVE MILLING & TEXTURING	131.000	ron		
0220	02701 	TEMP SILT FENCE	3,650.000 I	 LF 		
0230	02704	SILT TRAP TYPE B	35.000 E	EACH		
0240	02707	CLEAN SILT TRAP TYPE B	20.000 E	EACH		
0250	02709	CLEAN TEMP SILT FENCE	1,500.000 I	 LF 		
0260	05985 	SEEDING AND PROTECTION	6,000.000 8	SQYD		
0270	06407	SBM ALUM SHEET SIGNS .125 IN	80.000 8	SQFT		
0280	06410	STEEL POST TYPE 1	1,104.000 I	 LF		
0290	06510 	PAVE STRIPING-TEMP PAINT-4 IN	42,363.000 I	 LF		
0300	06514 	PAVE STRIPING-PERM PAINT-4 IN	113,526.000 I	 LF		
0310	06562 	PAVE MARKING-THERMO R 6 FT	2.000 E	EACH		
0320	06563 	PAVE MARKING-R/R XBUCKS 16 IN	42.000 I	 LF 	 	
0330	06568 	PAVE MARKING-THERMO STOP BAR-24IN	72.000 I	 LF 		
0340	08808	GUARDRAIL-BRIDGE CASE II BRIDGE MP 2.17-THRIE RAIL	288.000 I	LF		
0350	08810 	PRECAST CONC BRIDGE RAIL BLOCK BRIDGE MP 2.17	4.000 F	 EACH 		
0360	08811	REMOVE BRIDGE RAIL BRIDGE MP 2.17	288.000 I	 LF 		
0370	10020NS	FUEL ADJUSTMENT	9,387.000 I	DOLL	1.00	9,387.00
0380	10030NS 	ASPHALT ADJUSTMENT	16,425.000 I	DOLL	1.00	16,425.00
0390	20257NC 	SITE PREPARATION KY 11 (HSIP)	(1.00) I	LS		
0400	20629NS719	THRIE BEAM TO W BEAM CONNECTOR BRIDGE MP 2.17	4.000 F	EACH		
0410	20748ED	SHOULDER MILLING/TRENCHING	10,509.000 8	SQYD		

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KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS FRANKFORT, KY 40622

CONTRACT ID: 122209

COUNTY: KNOX

PROPOSAL: 061GR12P006-HSIP AND FD05

PAGE: 3 LETTING: 05/18/12 CALL NO: 201

LINE NO	ITEM 	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0420	22950NN 	PAVE MARKING-THERMO STOP	2.000 EACH		
0430	23477EC 	REMOVE PROTRUDING LATERAL	2.000 EACH		
0440	23595EC	RUMBLE STRIPE-SAW CUT	34,552.000 LF		
	SECTION 0002	DRAINAGE			
0450	00462 	CULVERT PIPE-18 IN	56.000 LF		
0460	00464 	CULVERT PIPE-24 IN	56.000 LF		
0470	00466	CULVERT PIPE-30 IN	8.000 LF		
0480	 01450 	S & F BOX INLET-OUTLET-18 IN	5.000 EACH		
0490	01451 	S & F BOX INLET-OUTLET-24 IN	3.000 EACH		<u>-</u>
0500	 02625 	REMOVE HEADWALL	8.000 EACH		<u>-</u>
0510	 02998 	MASONRY COATING	288.000 SQYD		<u>-</u>
0520	08003	FOUNDATION PREPARATION MP 0.744 (TWO SIDES)	(1.00) LS		<u>-</u>
0530	08003 	FOUNDATION PREPARATION MP 0.828 (ONE SIDE)	(1.00) LS		
0540	08003 	FOUNDATION PREPARATION MP 2.443 (ONE SIDE)	(1.00) LS		
0550	08003 	FOUNDATION PREPARATION MP 2.639 (ONE SIDE)	(1.00) LS		
0560	08003 	FOUNDATION PREPARATION MP 2.765 (ONE SIDE)	(1.00) LS		
0570	08003 	FOUNDATION PREPARATION MP 3.27 (TWO SIDES)	(1.00) LS		
0580	08100 	CONCRETE-CLASS A	80.520 CUYD		
0590	08150 	STEEL REINFORCEMENT	8,999.780 LB		
	SECTION 0003	DEMOBILIZATION			
0600	02569 	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID	 		