



**CALL NO. 318**

**CONTRACT ID. 092937**

**MERCER COUNTY**

**FED/STATE PROJECT NUMBER FE02 084 0152 B00005**

**DESCRIPTION HARRODSBURG-LANCASTER ROAD (KENNEDYS MILL)**

**WORK TYPE BRIDGE SUPERSTRUCTURE REHAB**

**PRIMARY COMPLETION DATE 1/31/2010**

**LETTING DATE: May 22, 2009**

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1<sup>st</sup> floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME May 22, 2009. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

**BRIDGE PLANS**

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

(Check guaranty submitted: Cashier's Check  Certified Check  Bid Bond  )

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included

BID

PROPOSAL ISSUED TO: \_\_\_\_\_

SPECIMEN

\_\_\_\_\_  
Address City State Zip

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

CONTRACT ID - 092937

ADMINISTRATIVE DISTRICT - 07

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - MERCER PCN - MB08401520901  
FE02 084 0152 B00005  
HARRODSBURG-LANCASTER ROAD (KENNEDYS MILL) BRIDGE OVER HERRINGTON LAKE (MP 18.551).  
BRIDGE SUPERSTRUCTURE REHAB.  
GEOGRAPHIC COORDINATES LATITUDE 37^44'42" LONGITUDE 84^42'16"

COMPLETION DATE(S):

COMPLETION DATE - January 31, 2010  
APPLIES TO ENTIRE CONTRACT

120 CALENDAR DAYS  
APPLIES TO B00005

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

The Bidder must download the bid file located on the web site to prepare a bid packet for submission to the Department. The bidder must include the completed bid packet printed from the Program along with the disk created by said program.

### **JOINT VENTURE BIDDING**

Joint Venture bidding is permissible. However, both companies MUST purchase a bidding proposal. Either proposal may be submitted but must contain the company names and signatures of both parties where required. 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.

01/01/2009

## **LIST OF SPECIAL NOTES USED**

### **FE02-084-0152-B00005N**

- Special Note for Bridge Handrail/Guardrail Repair
- Special Note for Reinforce Bridge Guardrail
- Special Note for Repair Beam
- Special Note for Bracing Repair
- Special Note for Replacing Expansion Dams
- Special Note for Floor Beam-Bracing Repair
- Special Note for Lacing Bar Repair
- Special Note for Lower Lateral Bracing Repair
- Special Note for Reinforce Truss Members and Joints
- Special Note for Bearing Replacement
- Special Note for Repair Truss Member

## **SPECIAL NOTE FOR BRIDGE HANDRAIL/GUARDRAIL REPAIR**

### **I. DESCRIPTION.**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing deteriorated sections of handrail/guardrail; (3) Fabricate replacement sections of handrail/guardrail. (4) Install new handrail/guardrail in deteriorated areas as directed by the Engineer; (5) Repair damaged guardrail post; (6) Maintain and control traffic; and (7) Any other work specified as part of this contract.

### **II. MATERIALS.**

**A. Structural Steel for Handrail.** Use ASTM A 709 Gr. 50. Galvanize in accordance with AASHTO M111.

**B. Structural Steel for Guardrail.** AASHTO M180.

**C. Nuts and Bolts.** Use Steel Bolts in accordance with AASHTO M 164 (ASTM A 325) and Nuts in accordance with AASHTO M 292 (ASTM A 194). Galvanized in accordance with AASHTO M232.

**D. Welding Electrode.** E70

### **III. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove deteriorated sections of handrail/guardrail by loosening existing bolts and connection angles or . Remove sections in accordance with the detail drawings and as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Handrail/Guardrail Repair."

**B. Fabricate Replacement Sections.** Fabricate new sections of handrail/guardrail to replace deteriorated sections. Replacement Sections should match dimensions of existing handrail/guardrail. The Contractor is responsible for making all field measurements. Replacement sections shall be approved by the Engineer prior to installation.

**C. Repair Damaged Guardrail Post.** Remove existing weld material from floorbeam. Prepare floorbeam and guardrail post surfaces for welding. Weld guardrail post to floorbeam. See attached detail sheet.

**C. Install Replacement Sections.** Connect replacement sections of handrail/guardrail to existing vertical posts with new nuts and bolts or welding in the same fashion as existing sections. Perform all work in accordance with Section 607.

### **IV. MEASUREMENT.**

**A. Bridge Handrail/Guardrail Repair.** The Department will measure the quantity in linear feet of handrail/guardrail installed. All materials including steel angles, nuts, bolts, and welding rod are incidental to "Bridge Handrail/Guardrail Repair."

**V. PAYMENT.**

**A. Bridge Handrail/Guardrail Repair.** Payment at the contract unit price is full compensation for furnishing all materials and installing/repairing all repairs, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR REINFORCE BRIDGE GUARDRAIL**

### **I. DESCRIPTION.**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) fabricate sections of guardrail reinforcing; (3) Install new guardrail reinforcing; (4) Maintain and control traffic; and (5) Any other work specified as part of this contract.

### **II. MATERIALS.**

**A. Structural Steel.** Use ASTM A 709 Gr. 50. Galvanize in accordance with AASHTO M111.

**B. Nuts and Bolts.** Use Steel Bolts in accordance with AASHTO M 164 (ASTM A 325) and Nuts in accordance with AASHTO M 292 (ASTM A 194). Galvanized in accordance with AASHTO M232.

**C. Threaded Rod.** Use AASHTO M314. Galvanized in accordance with AASHTO M232.

### **III. CONSTRUCTION.**

**A. Fabricate Guardrail Reinforcing.** Fabricate guardrail reinforcing per attached detail sheet. The Contractor is responsible for verifying all measurements in the field before fabrication.

**B. Install Guardrail Reinforcing.** Install guardrail reinforcing per the attached detail sheets.

### **IV. MEASUREMENT.**

**A. Reinforce Bridge Guardrail.** The Department will measure the quantity in linear feet of guardrail reinforced. All materials including structural steel, threaded rods, nuts, and bolts, are incidental to "Reinforce Bridge Guardrail."

### **V. PAYMENT.**

**A. Reinforce Bridge Guardrail.** Payment at the contract unit price is full compensation for furnishing and installing the steel, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## SPECIAL NOTE FOR REPAIR BEAM

**I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Removal and disposal of existing structural steel sections; (3) Install new structural sections; (4) Any other work specified as part of this contract.

**II. MATERIALS.**

**A. Structural Steel.** Use ASTM A709 Gr. 50. See Section 607.

**B. High Strength Bolts, Nuts, and Washers.** ASTM A325.

**III. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove the existing structural steel sections as shown on the attached detail drawings. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Repair Beam".

Contractor shall take necessary precautions for the possibility of lead paint on structural steel. The Department will entertain no claims for removal of lead paint.

Thoroughly clean any existing steel that is to come into contact with new steel to remove any rust.

**B. Repair Beam.** After specified existing materials have been removed as shown on the attached detail drawings; place new structural steel sections as shown on attached detail drawings.

**C. Paint.** New steel shall be cleaned and painted in accordance with Section 607.

**D. Shop Plans.** Shop plans will not be required. The Contractor is responsible for obtaining field measurements and providing properly sized material to complete the work.

**IV. MEASUREMENT.**

**A. Repair Beam (Each).** The Department will measure the quantity per beam end repaired.

**V. PAYMENT.**

**A. Repair Beam.** Payment at the contract unit price is full compensation for removing existing materials, furnishing and installing the steel, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR BRACING REPAIR**

**I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Removal and disposal of existing structural steel sections; (3) Install new structural sections; (4) Any other work specified as part of this contract.

**II. MATERIALS.**

**A. Structural Steel.** Use ASTM A709 Gr. 50. See Section 607.

**B. High Strength Bolts, Nuts, and Washers.** ASTM A325.

**III. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove bracing as shown on the attached details or as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Bracing Repair".

Contractor shall take necessary precautions for the possibility of lead paint on structural steel. The Department will entertain no claims for removal of lead paint.

Thoroughly clean any existing steel in contact with new steel to remove any rust.

**B. Place New Bracing.** After all specified existing materials have been removed; place new structural steel sections as shown on attached detail drawings.

**C. Paint.** New steel shall be cleaned and painted in accordance with Section 607.

**IV. MEASUREMENT.**

**A. Bracing Repair (each).** The Department will measure the quantity per bracing repaired.

**V. PAYMENT.**

**A. Bracing Repair.** Payment at the contract unit price is full compensation for removing and disposing of the specified existing materials, furnishing and installing the steel, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## SPECIAL NOTE FOR REPLACING EXPANSION DAMS

### I. DESCRIPTION.

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing asphalt, metal deck and expansion devices; (3) Install expansion dams, new metal deck and new asphalt as specified and in accordance with the attached detail drawings; (4) Install new joint seals (where required); (5) Maintain and control traffic; and (6) Any other work specified as part of this contract.

### II. MATERIALS.

- A. **CL2 AS 0.38D PG64-22** This material shall be in accordance with the Standard Specifications.
- B. **CL2 AB 1.00D PG64-22** This material shall be in accordance with the Standard Specifications.
- C. **Tack Coat.** This material shall be in accordance with the Standard Specifications.
- D. **Structural Steel.** Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection.
- E. **Corrugated Steel Bridge Plank.** The metal deck shall be 7 gauge steel with 2" deep corrugations meeting the requirements of ASTM A570. The deck shall be galvanized in accordance with ASTM A123. The engineer will base acceptance on the certifications.
- F. **Neoprene Strip Seal** See Section 807.

### III. CONSTRUCTION.

- A. **Remove Existing Materials.** Remove the existing expansion dam/bridge end and specified areas of asphalt and corrugated steel bridge plank as shown on the attached sketches. Remove debris and/or expansion joint filler as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Expansion Joint Replacement".
- B. **Place New Concrete and Armored Edges.** After all specified existing materials have been removed; place new expansion dams to match the original grade (See attached detail drawings). Place the new corrugated bridge plank per the manufacturers instructions. Apply tack coat to corrugated steel bridge plank per manufacturer's instructions. Place and compact the new asphalt base to the top of corrugations. Place new asphalt surface to the original grade.
- C. **Neoprene Strip Seal.** Place neoprene strip seals as recommended by the manufacturer and in accordance with Section 609.03.04 (E), except that shop drawings will not be required.
- F. **Shop Plans.** Shop plans will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.

**IV MEASUREMENT.**

**A. Expansion Joint Replacement – 4".** The Department will measure the quantity in linear feet from edge of pavement to edge of pavement along the centerline of the joint.

**V. PAYMENT.**

**A. Expansion Joint Replacement – 4".** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new expansion dams, corrugated steel bridge plank, asphalt base, asphalt surface, neoprene strip seal, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR FLOORBEAM-BRACING REPAIR**

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Removal and disposal of existing structural steel sections; (3) Install new structural sections; (4) Any other work specified as part of this contract.

**II. MATERIALS.**

**A. Structural Steel.** Use ASTM A709 Gr 50. See Section 607.

**B. High Strength Bolts, Nuts, and Washers.** ASTM A325.

**III. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove floorbeam-bracing as shown on the attached details or as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Floorbeam-Bracing Repair".

Contractor shall take necessary precautions for the possibility of lead paint on structural steel. The Department will entertain no claims for removal of lead paint.

Thoroughly clean any existing steel in contact with new steel to remove any rust.

**B. Place New Floorbeam-Bracing.** After all specified existing materials have been removed; place new structural steel sections as shown on attached detail drawings.

**C. Paint.** New steel shall be cleaned and painted in accordance with Section 607.

**IV. MEASUREMENT.**

**A. Floorbeam-Bracing Repair (each).** The Department will measure the quantity per cross bracing repaired.

**V. PAYMENT.**

**A. Floorbeam-Bracing Repair.** Payment at the contract unit price is full compensation for removing and disposing of the specified existing materials, furnishing and installing the steel, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR LACING BAR REPAIR**

**I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Removal and disposal of existing structural steel sections; (3) Install new structural sections; (4) Any other work specified as part of this contract.

**II. MATERIALS.**

**A. Structural Steel.** Use ASTM A709 Gr. 50. See Section 607.

**B. High Strength Bolts, Nuts, and Washers.** ASTM A325.

**III. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove existing lacing bars directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Lacing Bar Repair".

Contractor shall take necessary precautions for the possibility of lead paint on structural steel. The Department will entertain no claims for removal of lead paint.

Thoroughly clean any existing steel in contact with new steel to remove any rust.

**B. Place New Lacing Bars.** After all specified existing materials have been removed; place new structural steel sections.

**C. Paint.** New steel shall be cleaned and painted in accordance with Section 607.

**IV. MEASUREMENT.**

**A. Lacing Bar Repair (each).** The Department will measure the quantity per lacing bar repaired.

**V. PAYMENT.**

**A. Lacing Bar Repair.** Payment at the contract unit price is full compensation for removing and disposing of the specified existing materials, furnishing and installing the steel, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR LOWER LATERAL BRACING REPAIR**

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Removal and disposal of existing structural steel sections; (3) Install new structural sections; (4) Any other work specified as part of this contract.

**II. MATERIALS.**

**A. Structural Steel.** Use ASTM A709 Gr. 50. See Section 607.

**B. High Strength Bolts, Nuts, and Washers.** ASTM A325.

**III. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove bracing as shown on the attached details or as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Lower Lateral Bracing Repair".

Contractor shall take necessary precautions for the possibility of lead paint on structural steel. The Department will entertain no claims for removal of lead paint.

Thoroughly clean any existing steel in contact with new steel to remove any rust.

**B. Place New Bracing.** After all specified existing materials have been removed; place new structural steel sections as shown on attached detail drawings.

**C. Paint.** New steel shall be cleaned and painted in accordance with Section 607.

**IV. MEASUREMENT.**

**A. Lower Lateral Bracing Repair (each).** The Department will measure the quantity per bracing repaired.

**V. PAYMENT.**

**A. Lower Lateral Bracing Repair.** Payment at the contract unit price is full compensation for removing and disposing of the specified existing materials, furnishing and installing the steel, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR REINFORCE TRUSS MEMBERS AND JOINTS**

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Removal and disposal of existing structural steel sections; (3) Install new structural sections; (4) Any other work specified as part of this contract.

**II. MATERIALS.**

**A. Structural Steel.** Use ASTM A709 Gr 50. See Section 607.

**B. High Strength Bolts, Nuts, and Washers.** ASTM A325.

**III. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove the existing structural steel in the order shown on the attached detail drawings. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Reinforce Truss Members" and "Reinforce Truss Joints".

Contractor shall take necessary precautions for the possibility of lead paint on structural steel. The Department will entertain no claims for removal of lead paint.

Thoroughly clean any existing steel that is to come into contact with new steel to remove any rust.

**B. Reinforce Truss Members.** After specified existing materials have been removed as shown on the attached detail drawings; place new structural steel sections as shown on attached detail drawings. All bolts shall be installed as Slip-Critical. "Reinforce Truss Members" includes all work required to install full length reinforcing members.

**C. Reinforce Truss Joints.** After specified existing materials have been removed as shown on the attached detail drawings; place new structural steel sections as shown on attached detail drawings. All bolts shall be installed as Slip-Critical. "Reinforce Truss Joints" includes all work required to install new gusset plates and partial length reinforcing members.

**D. Paint.** New steel shall be cleaned and painted in accordance with Section 607.

**E. Shop Plans.** Shop plans will not be required. The Contractor is responsible for obtaining field measurements and providing properly sized material to complete the work.

**F. Rivet Removal.** All existing rivets shall be removed using mechanical means. Flame cutting SHALL NOT be used.

**IV. MEASUREMENT.**

**A. Reinforce Truss Joints.** The Department will measure the quantity per joint reinforced.

**B. Reinforce Truss Members.** The Department will measure the quantity per linear feet of truss member reinforced.

**V. PAYMENT.**

- A. Reinforce Truss Joints.** Payment at the contract unit price is full compensation for removing existing materials, furnishing and installing the steel, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- B. Reinforce Truss Joints.** Payment at the contract unit price is full compensation for removing existing materials, furnishing and installing the steel, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## SPECIAL NOTE FOR BEARING REPLACEMENT

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Removal and disposal of existing materials; (3) Replace Bearing Pad; (4) Any other work specified as part of this contract.

**II. MATERIALS.**

- A. Elastomeric Bearing Pads.** See Section 822.

**III. CONSTRUCTION.**

- A. Jack and Support Bridge Span.** Jack and support bridge at location shown on sheet 11. The Contractor must submit a Jacking Plan, stamped by a professional engineer licensed in the State of Kentucky, for review by the Engineer, prior to starting work. All beams shall be jacked simultaneously. The contractor's jacking system shall be designed to support a minimum of 200% of the loads shown on sheet 11.
- B. Bearing Replacement.** Remove existing bearing pad. Clean bearing surface. Install new Type 1F elastomeric bearing pad.

**IV. MEASUREMENT.**

- A. Jack and Support Bridge.** The Department will measure the quantity per span to be raised and supported.
- B. Bearing Replacement.** The Department will measure quantity per bearing pad replaced.

**V. PAYMENT.**

- A. Jack and Support Bridge Span.** Payment at the contract unit price is full compensation for jacking and supporting the bridge spans, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- B. Bearing Replacement.** Payment at the contract price is full compensation for removing and disposing of the specified existing materials, furnishing and installing new materials, and all incidental items necessary to complete the work.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR REPAIR TRUSS MEMBER**

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Removal and disposal of existing structural steel sections; (3) Install new structural sections; (4) Any other work specified as part of this contract.

**II. MATERIALS.**

**A. Structural Steel.** Use ASTM A709 Gr. 50. See Section 607.

**B. High Strength Bolts, Nuts, and Washers.** ASTM A325.

**III. CONSTRUCTION.**

**A. Repair Truss Member.** Thoroughly clean any existing steel in contact with new steel to remove any rust.

Contractor shall take necessary precautions for the possibility of lead paint on structural steel. The Department will entertain no claims for removal of lead paint.

Install truss member repair plate as shown on attached detail sheet and in locations as directed by the engineer.

**B. Paint.** New steel shall be cleaned and painted in accordance with Section 607.

**C. Shop Plans.** Shop plans will not be required. The Contractor is responsible for obtaining field measurements and providing properly sized material to complete the work.

**IV. MEASUREMENT.**

**A. Repair Truss Member. (Each).** The Department will measure the quantity per each truss member repaired.

**V. PAYMENT.**

**A. Repair Truss Member.** Payment at the contract unit price is full compensation for furnishing and installing the steel, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

**SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND  
LIQUIDATED DAMAGES ON BRIDGE REPAIR CONTRACTS**

- I. COMPLETION DATE.** The Contractor has the option of selecting the starting date for this Contract. Start date can not be before September 28, 2009. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. Construction shall be completed before January 31, 2010.

<u>STRUCTURE</u>	<u>NUMBER OF CALENDAR DAYS</u>
FE02-084-0152-B00005N	120

Contrary to Section 108.07.02, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure.

- II. LIQUIDATED DAMAGES.** Liquidated damages will be assessed the Contractor in accordance with the Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of calendar days or the January 31, 2010 date is exceeded.

Contrary to the Standard Specifications, liquidated damages will be assessed the Contractor during the months of December, January, February and March when the contract time has expired on any individual bridge or bridges. Contract time will be charged during these months.

All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

**SPECIAL NOTE FOR PRE-BID CONFERENCE  
KY 0152 OVER LAKE HERRINGTON (KENNEDY BRIDGE)  
BRIDGE STEEL REPAIRS  
PCN 092932**

The Department will conduct a Pre-Bid Conference of the subject project May 14, 2009 at 9:00 AM. at;

KENTUCKY DEPARTMENT OF HIGHWAYS  
DISTRICT 7  
763 EAST NEW CIRCLE RD  
LEXINGTON, KY 40505

Any company that is interested in bidding on the subject project or being part of a joint venture must be represented at the conference by at least **one person of sufficient authority to bind the company**. No individual can represent more than one company.

At the conference a roster will be taken of the representatives present. **Only companies represented at the conference will be eligible to have their bids opened at the date of letting.**

The purpose of the conference is to familiarize all prospective bidders with the contract requirements.

Department of Highways officials present at the conference will answer questions concerning the projects.

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

### **SPECIFICATIONS REFERENCE**

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

**Supplemental Specifications to The Standard Specifications  
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<p><b>SUBSECTION; REVISION:</b></p>	<p>101.03 Definitions. Replace the definition for Specifications – <i>Special Provisions</i> with the following:</p> <p>Additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to and individual project.</p>
<p><b>SUBSECTION; REVISION:</b></p>	<p>102.07.01 General. Replace the first sentence with the following:</p> <p>Submit the Bid Proposal on forms furnished on the Department internet website (<a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a>), including the Bid Packet and disk created from the Expedite Bidding Program.</p>
<p><b>SUBSECTION; REVISION:</b></p>	<p>102.07.02 Computer Bidding. Replace the first paragraph with the following:</p> <p>Subsequent to ordering a Bid Proposal for a specific project, use the Department’s Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (<a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a>). Download the bid file from the Department’s website to prepare a Bid Proposal for submission to the Department. Include the completed Bid Packet produced by the Expedite Bidding Program in the Bid Proposal and submit it along with the disk created by said program.</p> <p>Replace the second paragraph with the following:</p> <p>In case of a dispute, the printed Bid Proposal and bid item sheets created by the Expedite Bidding Program take precedence over any bid submittal.</p>
<p><b>SUBSECTION; REVISION:</b></p>	<p>102.08 IRREGULAR BID PROPOSALS. Replace point four of the first paragraph with the following:</p> <p>4) fails to submit a disk created from the Expedite Bidding Program.</p> <p>Replace point one of the second paragraph with the following:</p> <p>1) when the Bid Proposal is on a form other than that furnished by the Department or printed from other than the Expedite Bidding Program, or when the form is altered or any part is detached; or</p>
<p><b>SUBSECTION; REVISION:</b></p>	<p>103.02 AWARD OF CONTRACT. Replace the first sentence of the third paragraph with the following:</p> <p>The Department will normally award the Contract within 10 working days after the date of receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all bidders for a period not to exceed 60 calendar days for final disposition of award.</p>

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<p><b>SUBSECTION:</b>  <b>REVISION:</b></p>	<p>105.12 FINAL INSPECTION AND ACCEPTANCE OF WORK.          Insert the following paragraphs after the first paragraph:</p> <p>Notify the Engineer when all electrical items are complete. A notice of the electrical work completion shall be made in writing to the Contractor. Electrical items will be inspected when the electrical work is complete and are not subject to waiting until the project as a whole has been completed. The Engineer will notify the Division of Traffic Operations within 3 days that all electrical items are complete and ready for a final inspection. A final inspection will be completed within 90 days after the Engineer notifies the Division of Traffic Operations of the electrical work completion.</p> <p>Energize all electrical items prior to notifying the Engineer that all electrical items are complete. Electrical items must remain operational until the Division of Traffic Operations has inspected and accepted the electrical portion of the project. Payment for the electrical service is the responsibility of the Contractor from the time the electrical items are energized until the Division of Traffic Operations has accepted the work.</p> <p>Complete all corrective work within 90 calendar days of receiving the original electrical inspection report. Notify the Engineer when all corrective work is complete. The Engineer will notify the Division of Traffic Operations that the corrective work has been completed and the project is ready for a follow-up inspection. Upon re-inspection, if additional corrective work is required, complete within the same 90 calendar day allowance. The Department will not include time between completion of the corrective work and the follow up electrical inspection(s). The 90 calendar day allowance is cumulative regardless of the number of follow-up electrical inspections required.</p> <p>The Department will assume responsibility for the electrical service on a project once the Division of Traffic Operations gives final acceptance of the electrical items on the project. The Department will also assume routine maintenance of those items. Any damage done to accepted electrical work items by other Contractors shall be the responsibility of the Prime Contractor. The Department will not be responsible for repairing damage done by other contractors during the construction of the remaining project.</p> <p>Failure to complete the electrical corrective work within the 90 calendar day allowance will result in penalties assessed to the project. Penalties will be assessed at ½ the rate of liquidated damages established for the contract.</p> <p>Delete the fifth paragraph from the section.</p>
<p><b>SUBSECTION:</b>  <b>REVISION:</b></p>	<p>105.13 CLAIM RESOLUTION PROCESS.          Delete the last paragraph from the section.</p>
<p><b>SUBSECTION:</b>  <b>REVISION:</b></p>	<p>106.10 FIELD WELDER CERTIFICATION REQUIREMENTS.          Insert the following sentence before the first sentence of the first paragraph:</p> <p>All field welding must be performed by a certified welder unless otherwise noted.</p>
<p><b>SUBSECTION:</b>  <b>PART:</b>  <b>REVISION:</b></p>	<p>112.03.11 Temporary Pavement Markings.          B) Placement and Removal of Temporary Striping.          Replace the 2<sup>nd</sup> sentence of the first paragraph with the following:</p> <p>On interstates and parkways, and other roadways approved by the State Highway Engineer, install pavement striping that is 6 inches in width.</p>
<p><b>SUBSECTION:</b>  <b>REVISION:</b></p>	<p>112.03.12 Project Traffic Coordinator (PTC).          Add the following at the end of the subsection:</p> <p>After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.</p>

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<b>SUBSECTION: REVISION:</b>	206.03.02 Embankment 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).
<b>SUBSECTION: REVISION:</b>	213.03.03 Inspection and Maintenance. 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 5 days.
<b>SUBSECTION: PART: REVISION:</b>	213.03.05 Temporary Control Measures. F) Temporary Mulch. Replace the last sentence with the following:  Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.
<b>SUBSECTION: REVISION:</b>	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.
<b>SUBSECTION: PART: REVISION:</b>	401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control. Replace the first sentence with the following:  Stop mixing operations immediately if, at any time, a failure of the automatic electronic weighing system of the aggregate feed, asphalt binder feed, or water injection system control occurs.
<b>SUBSECTION: REVISION:</b>	401.02.04 Special Requirements for Dryer Drum Plants. Add the following:  Part G) <b>Water Injection System.</b> Provided each system has prior approval as specified in Subsection 402.01.01, the Department will allow the use of water injection systems for purposes of foaming the asphalt binder and lowering the mixture temperature for production of Warm Mix Asphalt (WMA). Ensure the equipment for water injection meets the following requirements: 1) Injection equipment computer controls are automatically coupled to the plants controls (manual operation is not permitted); 2) Injection equipment has variable controls that introduce water ratios based on production rates of mixtures; 3) Injects water into the flow of asphalt binder prior to contacting the aggregate; 4) Provides alarms on the water injection system that operate when the flow of water is interrupted or deviates from the prescribed water rate.
<b>SUBSECTION: REVISION:</b>	401.03.01 Preparation of Mixtures. Replace the last sentence of the second paragraph with the following:  Do not use asphalt binder while it is foaming in a storage tank.

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<p><b>SUBSECTION:</b> 401.03.01 Preparation of Mixtures. <b>REVISION:</b> Replace the third paragraph and Mixing and Laying Temperature table with the following:</p> <p>Maintain the temperature of the component materials and asphalt mixture within the ranges listed in the following table:</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">MIXING AND LAYING TEMPERATURES (°F)</th> </tr> <tr> <th colspan="2" style="text-align: left;">Material</th> <th style="text-align: center;">Minimum</th> <th style="text-align: center;">Maximum</th> </tr> </thead> <tbody> <tr> <td colspan="2">Aggregates</td> <td style="text-align: center;">240</td> <td style="text-align: center;">330</td> </tr> <tr> <td colspan="2">Aggregates used with Recycled Asphalt Pavement (RAP)</td> <td style="text-align: center;">240</td> <td style="text-align: center;">—</td> </tr> <tr> <td rowspan="2">Asphalt Binders</td> <td>PG 64-22</td> <td style="text-align: center;">230</td> <td style="text-align: center;">330</td> </tr> <tr> <td>PG 76-22</td> <td style="text-align: center;">285</td> <td style="text-align: center;">350</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Plant (Measured in Truck)</td> <td>PG 64-22 HMA</td> <td style="text-align: center;">250</td> <td style="text-align: center;">330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td style="text-align: center;">310</td> <td style="text-align: center;">350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td style="text-align: center;">230</td> <td style="text-align: center;">275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td style="text-align: center;">250</td> <td style="text-align: center;">300</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Project (Measured in Truck When Discharging)</td> <td>PG 64-22 HMA</td> <td style="text-align: center;">230</td> <td style="text-align: center;">330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td style="text-align: center;">300</td> <td style="text-align: center;">350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td style="text-align: center;">210</td> <td style="text-align: center;">275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td style="text-align: center;">240</td> <td style="text-align: center;">300</td> </tr> </tbody> </table>	MIXING AND LAYING TEMPERATURES (°F)				Material		Minimum	Maximum	Aggregates		240	330	Aggregates used with Recycled Asphalt Pavement (RAP)		240	—	Asphalt Binders	PG 64-22	230	330	PG 76-22	285	350	Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330	PG 76-22 HMA	310	350	PG 64-22 WMA	230	275	PG 76-22 WMA	250	300	Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330	PG 76-22 HMA	300	350	PG 64-22 WMA	210	275	PG 76-22 WMA	240	300
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<p><b>SUBSECTION:</b> 402.01 Description. <b>REVISION:</b> Replace the paragraph with the following:</p>	<p>Provide the process control and acceptance testing of all classes and types of asphalt mixtures which may be furnished either as hot mix asphalt (HMA) or warm mix asphalt (WMA) produced with water injection systems.</p>																																																	
<p><b>SUBSECTION:</b> 402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. <b>REVISION:</b> Add the following subsection:</p>	<p>402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. The Department will evaluate trial production of WMA by use of a water injection system provided the system is installed according to the manufacturer's requirements and satisfies the requirements of Section 401. Evaluation will include production and placement of WMA to demonstrate adequate mixture quality including volumetric properties and density by Option A as specified in Subsection 402.03.02 D). Do not place WMA for evaluation on Department projects. Provided production and placement operations satisfy the applicable quality levels, the Department will approve WMA production on Department projects using the water injection system as installed on the specific asphalt mixing plant evaluated.</p>																																																	
<p><b>SUBSECTION:</b> 402.05.02 Asphalt Mixtures and Mixtures With RAP. <b>REVISION:</b> Replace Subsection Title as below:</p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.</p>																																																	
<p><b>SUBSECTION:</b> 402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. <b>REVISION:</b> Replace the paragraph with the following:</p>	<p>The Department will pay for the mixture at the Contract unit bid price and apply a Lot Pay Adjustment for each lot placed based on the degree of compliance with the specified tolerances. Using the appropriate Lot Pay Adjustment Schedule, the Department will assign a pay value for the applicable properties within each subplot and average the subplot pay values to determine the pay value for a given property for each lot. The Department will apply the Lot Pay Adjustment for each lot to a defined unit price of \$50.00 per ton. The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>																																																	

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<p><b>SUBSECTION:</b>  <b>PART:</b>  <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.                  C) Conventional and RAP Mixtures Placed on Shoulders.                  Replace title with the following:                   HMA, WMA, and RAP Mixtures Placed on Shoulders.</p>												
<p><b>SUBSECTION:</b>  <b>PART:</b>  <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.                  D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.                  Replace the title with the following:                   HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.</p>												
<p><b>SUBSECTION:</b>  <b>PART:</b>  <b>TABLES:</b>  <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.                  Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures                  VMA                  Replace the VMA table with the following:</p> <table border="1" data-bbox="753 768 1117 982"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥ min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td><sup>(1)</sup></td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	<sup>(1)</sup>	> 1.0 below min.
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<p><b>SUBSECTION:</b>  <b>PART:</b>  <b>TABLES:</b>  <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.                  Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures                  VMA                  Replace the VMA table with the following:</p> <table border="1" data-bbox="737 1220 1101 1472"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥ min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td><sup>(1)</sup></td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	<sup>(1)</sup>	> 1.0 below min.
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option B Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="743 390 1107 642" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">VMA</th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">≥min. VMA</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">0.1-0.5 below min.</td> </tr> <tr> <td style="text-align: center;">0.90</td> <td style="text-align: center;">0.6-1.0 below min.</td> </tr> <tr> <td style="text-align: center;"><sup>(2)</sup></td> <td style="text-align: center;">&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	<sup>(2)</sup>	> 1.0 below min.											
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b></p>	<p>403.03.03 Preparation of Mixture. C) Mix Design Criteria. 1) Preliminary Mix Design. Replace the last two sentences of the paragraph and table with the following:</p> <p>Complete the volumetric mix design at the appropriate number of gyrations as given in the table below for the number of 20-year ESAL's. The Department will define the relationship between ESAL classes, as given in the bid items for Superpave mixtures, and 20-year ESAL ranges as follows:</p> <table border="1" data-bbox="566 968 1273 1121" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Class</th> <th rowspan="2" style="text-align: center;">ESAL's (millions)</th> <th colspan="3" style="text-align: center;">Number of Gyration</th> </tr> <tr> <th style="text-align: center;"><math>N_{initial}</math></th> <th style="text-align: center;"><math>N_{design}</math></th> <th style="text-align: center;"><math>N_{max}</math></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">&lt; 3.0</td> <td style="text-align: center;">6</td> <td style="text-align: center;">50</td> <td style="text-align: center;">75</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">3.0 to &lt; 30.0</td> <td style="text-align: center;">7</td> <td style="text-align: center;">75</td> <td style="text-align: center;">115</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">≥ 30.0</td> <td style="text-align: center;">8</td> <td style="text-align: center;">100</td> <td style="text-align: center;">160</td> </tr> </tbody> </table>	Class	ESAL's (millions)	Number of Gyration			$N_{initial}$	$N_{design}$	$N_{max}$	2	< 3.0	6	50	75	3	3.0 to < 30.0	7	75	115	4	≥ 30.0	8	100	160
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. A) Leveling and Wedging. Replace the first sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. B) Scratch Course. Replace the second sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>407.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:</p> <p>Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.</p>																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>409.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:</p> <p>Use reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) provided mixture requirements are satisfied.</p>																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>410.01 DESCRIPTION. Delete the second sentence of the paragraph.</p>																							

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<b>SUBSECTION:</b> <b>REVISION:</b>	410.03.01 Corrective Work. Replace the last sentence of the paragraph with the following:  Provide a final surface comparable to the adjacent pavement that does not require corrective work in respect to texture, appearance, and skid resistance.														
<b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b>	410.03.02 Ride Quality. B) Requirements. 1) Category A. Replace the last sentence of the first paragraph with the following:  At the Department's discretion, a pay deduction of \$1200 per 0.1-lane-mile section may be applied in lieu of corrective work.														
<b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b>	410.03.02 Ride Quality. B) Requirements. 2) Category B. Replace the second and third sentence of the first paragraph with the following:  When the IRI is greater than 90 for a 0.1-mile section, perform corrective work, or remove and replace the pavement to achieve the specified IRI. At the Department's discretion, a pay deduction of \$750 per 0.1-lane-mile section may be applied in lieu of corrective work.														
<b>SUBSECTION:</b> <b>REVISION:</b>	410.05 PAYMENT. Add the following sentence to the end of the first paragraph:  The sum of the pay value adjustments for ride quality shall not exceed \$0 for the project as a whole.														
<b>SUBSECTION:</b> <b>REVISION:</b>	413.05.02 CL3 SMA BASE 1.00D PG76-22. Insert the following sentence between the first and second sentence of the first paragraph:  The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.														
<b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b>	413.05.02 CL3 SMA BASE 1.00D PG 76-22. JOINT DENSITY TABLE Replace the joint density table with the following: <table border="1" data-bbox="695 1348 1140 1612" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">LANE DENSITY</th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Test Result (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.05</td> <td style="text-align: center;">95.0-96.5</td> </tr> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">93.0-94.9</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">92.0-92.9 or 96.6-97.0</td> </tr> <tr> <td style="text-align: center;">0.90</td> <td style="text-align: center;">91.0-91.9 or 97.1-97.5</td> </tr> <tr> <td style="text-align: center;">(1)</td> <td style="text-align: center;">&lt; 91.0 or &gt; 97.5</td> </tr> </tbody> </table>	LANE DENSITY		Pay Value	Test Result (%)	1.05	95.0-96.5	1.00	93.0-94.9	0.95	92.0-92.9 or 96.6-97.0	0.90	91.0-91.9 or 97.1-97.5	(1)	< 91.0 or > 97.5
LANE DENSITY															
Pay Value	Test Result (%)														
1.05	95.0-96.5														
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<b>SUBSECTION:</b> <b>REVISION:</b>	413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. Insert the following sentence between the first and second sentence of the first paragraph:  The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.														

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<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. JOINT DENSITY TABLE Replace the joint density table with the following:</p> <table border="1" data-bbox="581 388 1258 709" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3" style="text-align: center;">DENSITY</th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Lane Density Test Result (%)</th> <th style="text-align: center;">Joint Density Test Result (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.05</td> <td style="text-align: center;">95.0-96.5</td> <td style="text-align: center;">92.0-96.0</td> </tr> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">93.0-94.9</td> <td style="text-align: center;">90.0-91.9</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">92.0-92.9 or 96.6-97.0</td> <td style="text-align: center;">89.0-89.9 or 96.1-96.5</td> </tr> <tr> <td style="text-align: center;">0.90</td> <td style="text-align: center;">91.0-91.9 or 97.1-97.5</td> <td style="text-align: center;">88.0-88.9 or 96.6-97.0</td> </tr> <tr> <td style="text-align: center;">0.75</td> <td style="text-align: center;">----</td> <td style="text-align: center;">&lt; 88.0 or &gt; 97.0</td> </tr> <tr> <td style="text-align: center;"><i>(1)</i></td> <td style="text-align: center;">&lt; 91.0 or &gt; 97.5</td> <td style="text-align: center;">----</td> </tr> </tbody> </table>	DENSITY			Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	1.05	95.0-96.5	92.0-96.0	1.00	93.0-94.9	90.0-91.9	0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	0.75	----	< 88.0 or > 97.0	<i>(1)</i>	< 91.0 or > 97.5	----
DENSITY																									
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<i>(1)</i>	< 91.0 or > 97.5	----																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>501.05.02 Ride Quality. Add the following sentence to the end of the first paragraph:  The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.03.04 Detectable Warnings. Replace the first sentence with the following:  Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.04.04 Detectable Warnings. Replace the paragraph with the following:  The Department will measure the quantity in square feet. All retrofit applications for maintenance projects will require the removal of existing sidewalks to meet the requirements of the standard drawings applicable to the project. The cost associated with the removal of the existing sidewalk will be incidental to the detectable warnings bid item or incidental to the bid item for the construction of the concrete sidewalk unless otherwise noted.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.05 PAYMENT. Add the following to the bid item table:</p> <table border="1" data-bbox="381 1375 1006 1438" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Pay Item</u></th> <th style="text-align: left;"><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>23158ES505</td> <td>Detectable Warnings</td> <td>Square Foot</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23158ES505	Detectable Warnings	Square Foot																		
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>509.01 DESCRIPTION. Replace the second paragraph with the following:  The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>601.03.02 Concrete Producer Responsibilities. 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.</p>																								

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<b>SUBSECTION:          REVISION:</b>	606.02.11 Coarse Aggregate. Replace with the following:  Conform to Section 805, size No. 8 or 9-M.
<b>SUBSECTION:          REVISION:</b>	609.04.06 Joint Sealing. Replace Subsection 601.04 with the following:  Subsection 606.04.08.
<b>SUBSECTION:          REVISION:</b>	609.05 Payment. Replace the Pay Unit for Joint Sealing with the following:  See Subsection 606.05.
<b>SUBSECTION:          REVISION:</b>	701.03.06 Initial Backfill. Replace the first sentence of the last paragraph with the following:  When the Contract specifies, perform quality control testing to verify compaction according to KM 64-512.
<b>SUBSECTION:          REVISION:</b>	701.03.08 Testing of Pipe. Replace and rename the subsection with the following:  <p align="center"><b>701.03.08 Inspection of Pipe.</b> The engineer will visually inspect all pipe. The Department will require camera/video inspection on a minimum of 50 percent of the linear feet of all installed pipe structures. Conduct camera/video inspection according to KM 64-114. The pipe to be installed under pavement will be selected first. If the total linear feet of pipe under pavement is less than 50 percent of the linear feet of all pipe installed, the Engineer will randomly select installations from the remaining pipe structures on the project to provide for the minimum inspection requirement. The pipe will be selected in complete runs (junction-junction or headwall-headwall) until the total linear feet of pipe to be inspected is at least 50 percent of the total linear feet of all installed pipe on the project.</p> <p>Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible.</p> <p>Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114.</p> <p>Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Engineer addressing the severity of the deflection, structural integrity, environmental conditions, design service life, and an evaluation of the factor of safety using Section 12, "Buried Structures and Tunnel Liners," of the AASHTO LRFD Bridge Design Specifications. Based on the evaluation, the Department may allow the pipe to remain in place at a reduced unit price as shown in the table below. Provide 5 business days for the Department to review the evaluation. When the pipe shows deflection of 10 percent or greater, remove and replace the pipe. When the camera/video or laser inspection results are called into question, the Department may require direct measurements or mandrel testing.</p> <p>The Cabinet may elect to conduct Quality Assurance verifications of any pipe inspections.</p>

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<b>SUBSECTION: REVISION:</b>	701.04.07 Testing. Replace and rename the subsection with the following:  <p align="center"><b>701.04.07 Pipeline Video Inspection.</b> The Department will measure the quantity in linear feet along the pipe invert of the structure inspected. When inspection above the specified 50 percent is performed due to a disagreement or suspicion of additional distresses and the Department is found in error, the Department will measure the quantity as Extra Work according to Subsection 104.03. However, if additional distresses or non-conformance is found, the Department will not measure the additional inspection for payment.</p>												
<b>SUBSECTION: REVISION:</b>	701.05 PAYMENT. Add the following pay item to the list of pay items: <table style="width: 100%; border: none;"> <tr> <td style="text-align: left;"><u>Code</u></td> <td style="text-align: center;"><u>Pay Item</u></td> <td style="text-align: right;"><u>Pay Unit</u></td> </tr> <tr> <td>23131ER701</td> <td>Pipeline Video Inspection</td> <td>Linear Foot</td> </tr> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23131ER701	Pipeline Video Inspection	Linear Foot						
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>											
23131ER701	Pipeline Video Inspection	Linear Foot											
<b>SUBSECTION: TABLE: REVISION:</b>	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY CAMERA TESTING Replace this table with the following table and note:  <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">PIPE DEFLECTION</th> </tr> <tr> <th style="text-align: left;">Amount of Deflection (%)</th> <th style="text-align: left;">Payment</th> </tr> </thead> <tbody> <tr> <td>0.0 to 5.0</td> <td>100% of the Unit Bid Price</td> </tr> <tr> <td>5.1 to 9.9</td> <td>50% of the Unit Bid Price <sup>(1)</sup></td> </tr> <tr> <td>10 or greater</td> <td>Remove and Replace</td> </tr> </tbody> </table> <p><sup>(1)</sup> Provide Structural Analysis as indicated above. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price.</p>	PIPE DEFLECTION		Amount of Deflection (%)	Payment	0.0 to 5.0	100% of the Unit Bid Price	5.1 to 9.9	50% of the Unit Bid Price <sup>(1)</sup>	10 or greater	Remove and Replace		
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<b>SUBSECTION: TABLE: REVISION:</b>	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY MANDREL TESTING Delete this table.												
<b>SUBSECTION: REVISION:</b>	713.02.01 Paint. Replace with the following:  Conform to Section 842 and Section 846.												
<b>SUBSECTION: REVISION:</b>	713.03 CONSTRUCTION. Replace the first sentence of the second paragraph with the following:  On interstates and parkways, and other routes approved by the State Highway Engineer, install pavement striping that is 6 inches in width.												
<b>SUBSECTION: REVISION:</b>	713.03.03 Paint Application. Replace the second paragraph with the following table:  <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Material</th> <th style="text-align: left;">Paint Application Rate</th> <th style="text-align: left;">Glass Beads Application Rate</th> </tr> </thead> <tbody> <tr> <td>4 inch waterborne paint</td> <td>Min. of 16.5 gallons/mile</td> <td>Min. of 6 pounds/gallon</td> </tr> <tr> <td>6 inch waterborne paint</td> <td>Min. of 24.8 gallons/mile</td> <td>Min. of 6 pounds/gallon</td> </tr> <tr> <td>6 inch durable waterborne paint</td> <td>Min. of 36 gallons/mile</td> <td>Min. of 6 pounds/gallon</td> </tr> </tbody> </table>	Material	Paint Application Rate	Glass Beads Application Rate	4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon	6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon	6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon
Material	Paint Application Rate	Glass Beads Application Rate											
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<b>SUBSECTION: REVISION:</b>	713.03.04 Marking Removal. Replace the last sentence of the paragraph with the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.									
<b>SUBSECTION: REVISION:</b>	713.05 PAYMENT. Insert the following codes and pay items below the Pavement Striping – Permanent Paint:  <table border="0"> <thead> <tr> <th><u>Code</u></th> <th><u>Pay Item</u></th> <th><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>23159EN</td> <td>Durable Waterborne Marking – 6 IN W</td> <td>Linear Foot</td> </tr> <tr> <td>23160EN</td> <td>Durable Waterborne Marking – 6 IN Y</td> <td>Linear Foot</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot	23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>								
23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot								
23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot								
<b>SUBSECTION: REVISION:</b>	714.03 CONSTRUCTION. Insert the following paragraph at the end of the third paragraph:  Use Type I Tape for markings on bridge decks, JPC pavement and JPC intersections. Thermoplastic should only be used for markings on asphalt pavement									
<b>SUBSECTION: REVISION:</b>	714.03.07 Marking Removal. Replace the third sentence of the paragraph with the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.									
<b>SUBSECTION: REVISION:</b>	716.01 DESCRIPTION. Insert the following after the first sentence:  Energize lighting as soon as it is fully functional and ready for inspection. Ensure that lighting remains operational until the Division of Traffic Operations has provided written acceptance of the electrical work.									
<b>SUBSECTION: REVISION:</b>	716.02.01 Roadway Lighting Materials. Replace the third sentence of the paragraph with the following:  Submit for material approval an electronic file of descriptive literature, drawings, and any requested design data.									
<b>SECTION: REVISION:</b>	717 – THERMOPLASTIC INTERSECTION MARKINGS. Replace the section name with the following:  INTERSECTION MARKINGS.									
<b>SUBSECTION: REVISION:</b>	717.01 DESCRIPTION: Replace the paragraph with the following:  Furnish and install thermoplastic or Type I tape intersection markings (Stop Bars, Crosswalks, Turn Arrows, etc.) Thermoplastic markings may be installed by either a machine applied, screed extrusion process or by applying preformed thermoplastic intersection marking material.									
<b>SUBSECTION: REVISION:</b>	717.02 MATERIALS AND EQUIPMENT. Insert the following subsection:  717.02.06 Type I Tape. Conform to Section 836.									
<b>SUBSECTION: REVISION:</b>	717.03.03 Application. Insert the following part to the subsection:  B) Type I Tape Intersection Markings. Apply according to the manufacturer's recommendations. Cut all tape at pavement joints when applied to concrete surfaces.									

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<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>717.03.05 Proving Period. A) Requirements. Insert the following to this section:</p> <p>2) Type I Tape. During the proving period, ensure that the pavement marking material shows no signs of failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, drippings, chipping, spalling, poor adhesion to the pavement, loss of retroreflectivity, vehicular damage, and normal wear. Type I Tape is manufactured off site and warranted by the manufacturer to meet certain retroreflective requirements. As long as the material is adequately bonded to the surface and shows no signs of failure due to the other items listed in Subsection 714.03.06 A) 1), retroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>717.03.06 Marking Removal. Replace the third sentence of the paragraph with the following:</p> <p>Vacuum all marking material and removal debris concurrently with the marking removal operation.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>717.05 PAYMENT. Insert the following bid item codes:</p> <table border="1" data-bbox="386 798 1453 1186"> <thead> <tr> <th><u>Code</u></th> <th><u>Pay Unit</u></th> <th><u>Pay Item</u></th> </tr> </thead> <tbody> <tr> <td>06563</td> <td>Pave Marking – R/R X Bucks 16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>20782NS714</td> <td>Pave Marking Thermo – Bike</td> <td>Each</td> </tr> <tr> <td>23251ES717, 23264ES717</td> <td>Pave Mark TY I Tape X-Walk, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23252ES717, 23265ES717</td> <td>Pave Mark TY I Tape Stop Bar, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23253ES717</td> <td>Pave Mark TY I Tape Cross Hatch</td> <td>Square Foot</td> </tr> <tr> <td>23254ES717</td> <td>Pave Mark TY I Tape Dotted Lane Extension</td> <td>Linear Foot</td> </tr> <tr> <td>23255ES717</td> <td>Pave Mark TY I Tape Arrow, Type</td> <td>Each</td> </tr> <tr> <td>23268ES717-23270ES717</td> <td></td> <td></td> </tr> <tr> <td>23256ES717</td> <td>Pave Mark TY I Tape- ONLY</td> <td>Each</td> </tr> <tr> <td>23257ES717</td> <td>Pave Mark TY I Tape- SCHOOL</td> <td>Each</td> </tr> <tr> <td>23266ES717</td> <td>Pave Mark TY 1 Tape R/R X Bucks-16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>23267ES717</td> <td>Pave Mark TY 1 Tape-Bike</td> <td>Each</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Unit</u>	<u>Pay Item</u>	06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot	20782NS714	Pave Marking Thermo – Bike	Each	23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot	23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot	23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot	23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot	23255ES717	Pave Mark TY I Tape Arrow, Type	Each	23268ES717-23270ES717			23256ES717	Pave Mark TY I Tape- ONLY	Each	23257ES717	Pave Mark TY I Tape- SCHOOL	Each	23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot	23267ES717	Pave Mark TY 1 Tape-Bike	Each
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>805.01 GENERAL. Replace the second paragraph with the following:</p> <p>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.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>805.04 CONCRETE. Replace the “AASHTO T 160” reference in first sentence of the third paragraph with “KM 64-629”</p>																																							
<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE. AGGREGATE SIZE USE Cement Concrete Structures and Incidental Construction Replace “9-M for Waterproofing Overlays” with “8 or 9-M for Waterproofing Overlays”</p>																																							

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

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

<sup>(1)</sup> Gradation performed by wet sieve KM 64-620 or AASHTO T 11/T 27.

<sup>(2)</sup> Sizes shown for convenience and are not to be considered as coarse aggregates.

<sup>(3)</sup> Nominal Maximum Size is the largest sieve on the gradation table for an aggregate size on which any material may be retained.

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2008 Edition**  
(Effective with the May 22, 2009 Letting)

<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>805.16 SAMPLING AND TESTING. Replace the "AASHTO T 160" method with the "KM 64-629" method for the Concrete Beam Expansion Test.  Replace the "ASTM D 3042" method with the "KM 64-625" method for Insoluble Residue.</p>									
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>810.04.01 Coating Requirements. Replace the "Subsection 806.07" references with "Subsection 806.06"</p>									
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>810.06.01 Polyvinyl Chloride (PVC) Pipe. B) Culvert and Entrance Pipe. Replace the title with the following:  B) Culvert Pipe, Storm Sewer, and Entrance Pipe.</p>									
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>837.03 APPROVAL. Replace the last sentence with the following:  The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.</p>									
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>837.03.01 Composition. COMPOSITION Table: Replace  <table border="1" data-bbox="391 909 1289 997"> <tr> <td>Lead Chromate</td> <td>0.0 max.</td> <td>4.0 min.</td> </tr> <tr> <td colspan="3">with</td> </tr> <tr> <td>Heavy Metals Content</td> <td colspan="2">Comply with 40 CFR 261</td> </tr> </table> </p>	Lead Chromate	0.0 max.	4.0 min.	with			Heavy Metals Content	Comply with 40 CFR 261	
Lead Chromate	0.0 max.	4.0 min.								
with										
Heavy Metals Content	Comply with 40 CFR 261									
<p><b>SECTION:</b> <b>REVISION:</b></p>	<p>DIVISION 800 MATERIAL DETAILS Add the following section in Division 800  <b>SECTION 846 – DURABLE WATERBORNE PAINT</b>  <b>846.01 DESCRIPTION.</b> This section covers quick-drying durable waterborne pavement striping paint for permanent applications. The paint shall be ready-mixed, one-component, 100% acrylic waterborne striping paint suitable for application on such traffic-bearing surfaces as Portland cement concrete, bituminous cement concrete, asphalt, tar, and previously painted areas of these surfaces.  <b>846.02 Approval.</b> Select materials that conform to the composition requirements below. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content. Submit initial samples for approval before beginning striping 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.</p>									

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<b>PAINT COMPOSITION</b>		
<b>Property and Test Method</b>	<b>Yellow</b>	<b>White</b>
Daytime Color (CIELAB) Spectrophotometer using illuminant D65 at 45° illumination and 0° viewing with a 2° observer	L* 81.76 a* 19.79 b* 89.89 Maximum allowable variation 2.0ΔE*	L* 93.51 a* -1.01 b* 0.70 Maximum allowable variation 2.0ΔE*
Nighttime Color (CIELAB) Spectrophotometer using illuminant A at 45° illumination and 0° viewing with a 2° observer	L* 86.90 a* 24.80 b* 95.45 Maximum allowable variation 2.0ΔE*	L* 93.45 a* -0.79 b* 0.43 Maximum allowable variation 2.0ΔE*
Heavy Metals Content	Comply with 40 CFR 261	Comply with 40 CFR 261
Titanium Dioxide ASTM D 4764	NA	10% by weight of pigment min.
VOC ASTM D 2369 and D 4017	1.25 lb/gal max.	1.25 lb/gal max.
Contrast Ratio (at 15 mils wft)	0.97	0.99

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

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

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

**PART III**

**EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

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

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ATTACHMENTS

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

#### 1. General:

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

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

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

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

**2. Classification:**

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

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

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

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

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

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

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

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

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

**3. Payment of Fringe Benefits:**

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

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

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

a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

**6. Withholding:**

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

**7. Overtime Requirements:**

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

**8. Violation:**

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

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

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

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

## V. STATEMENTS AND PAYROLLS

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

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

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

### 2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

## VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

**LABOR AND WAGE REQUIREMENTS  
APPLICABLE TO OTHER THAN FEDERAL-AID SYSTEM PROJECTS**

- I. Application
- II. Nondiscrimination of Employees (KRS 344)
- III. Payment of Predetermined Minimum Wages
- IV. Statements and Payrolls

**I. APPLICATION**

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor's organization shall be construed to include only workmen employed and paid directly by the contractor and equipment owned or rented by him, with or without operators.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

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

**II. NONDISCRIMINATION OF EMPLOYEES**

**AN ACT OF THE KENTUCKY  
GENERAL ASSEMBLY TO PREVENT  
DISCRIMINATION IN EMPLOYMENT  
KRS CHAPTER 344  
EFFECTIVE JUNE 16, 1972**

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

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

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

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual

because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to provide apprenticeship or other training.

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

**III. PAYMENT OF PREDETERMINED MINIMUM WAGES**

1. These special provisions are supplemented elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The contractor shall pay not less than those rates.

2. The minimum wage determination schedule shall be posted by the contractor, in a manner prescribed by the Department of Highways, at the site of the work in prominent places where it can be easily seen by the workers.

**IV. STATEMENTS AND PAYROLLS**

1. All contractors and subcontractors affected by the terms of KRS 337.505 to 337.550 shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of one (1) year from the date of completion of this contract.

2. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.

3. The contractor shall make his daily records available at the project site for inspection by the State Department of Highways contracting office or his authorized representative.

Periodic investigations shall be conducted as required to assure compliance with the labor provisions of the contract. Interrogation of employees and officials of the contractor shall be permitted during working hours.

Aggrieved workers, Highway Managers, Assistant District Engineers, Resident Engineers and Project Engineers shall report all complaints and violations to the Division of Contract Procurement.

The contractor shall be notified in writing of apparent violations. The contractor may correct the reported violations and notify the Department of Highways of the action taken or may request an informal hearing. The request for hearing shall be in writing within ten (10) days after receipt of the notice of the reported violation. The contractor may submit

records and information which will aid in determining the true facts relating to the reported violations.

Any person or organization aggrieved by the action taken or the findings established as a result of an informal hearing by the Division of Contract Procurement may request a formal hearing.

4. The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payments, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

5. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

6. No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

7. Every employee on the work covered by this contract shall be permitted to lodge, board, and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

8. Every employee on the project covered by this contract shall be an employee of either the prime contractor or an approved subcontractor.

9. No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

10. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals.

No Covered employee may be employed on the work except in accordance with the classification set forth in the schedule mentioned above; provided, however, that in the event additional classifications are required, application shall be made by the contractor to the Department of Highways and (1) the Department shall request appropriate classifications and rates from the proper agency, or (2) if there is urgent need for additional classification to avoid undue delay in the work, the contractor may employ such workmen at rates deemed comparable to rates established for similar classifications provided he has made written application through the Department of Highways, addressed to the proper agency, for the supplemental rates. The contractor shall retroactively adjust, upon receipt of the supplemental rates schedule, the wages of any employee paid less than the established rate and may adjust the wages of any employee overpaid.

11. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work-week in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in such work-week unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work-week. 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. This agreement shall be in writing and shall be executed prior to the employee working in excess of eight (8) hours, but not more than ten (10) hours, in any one (1) calendar day.

12. Payments to the contractor may be suspended or withheld due to failure of the contractor to pay any laborer or

mechanic employed or working on the site of the work, all or part of the wages required under the terms of the contract. The Department may suspend or withhold payments only after the contractor has been given written notice of the alleged violation and the contractor has failed to comply with the wage determination of the Department of Highways.

13. Contractors and subcontractors shall comply with the sections of Kentucky Revised Statutes, Chapter 337 relating to contracts for Public Works.

Revised 2-16-95

## 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.

### **Kentucky Equal Employment Opportunity Act of 1978**

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall apply to this Contract. The apparent low Bidder will be required to submit EEO forms to the Division of Construction Procurement, which will then forward to the Finance and Administration Cabinet for review and approval. No award will become effective until all forms are submitted and EEO/CC has certified compliance. The required EEO forms are as follows:

- EEO-1: Employer Information Report
- Affidavit of Intent to Comply
- Employee Data Sheet
- Subcontractor Report

These forms are available on the Finance and Administration's web page under ***Vendor Information, Standard Attachments and General Terms*** at the following address:  
**<https://www.eProcurement.ky.gov>**.

Bidders currently certified as being in compliance by the Finance and Administration Cabinet may submit a copy of their approval letter in lieu of the referenced EEO forms.

For questions or assistance please contact the Finance and Administration Cabinet by email at **[finance.contractcompliance@ky.gov](mailto:finance.contractcompliance@ky.gov)** or by phone at 502-564-2874.

**TRANSPORTATION CABINET  
 DIVISION OF CONSTRUCTION PROCUREMENT  
 COMPLIANCE SECTION  
 PROJECT WAGE RATES**

<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
<b><u>CRAFTS:</u></b>	
Breckinridge County:	
Bricklayers .....	26.20.....11.55
Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer and Trimble Counties:	
Bricklayers .....	23.68.....9.25
Bracken, Gallatin, Grant, Mason and Robertson Counties:	
Bricklayers .....	26.11.....9.49
Boyd, Carter, Elliott, Fleming, Greenup, Lewis and Rowan Counties:	
Bricklayers .....	25.80.....14.88
Anderson, Bath, Bourbon, Boyle, Clark, Fayette, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Owen, Scott, Washington and Woodford Counties:	
Bricklayers .....	23.93.....9.25
Bricklayers (Layout Men).....	23.68.....9.25
Refractory/Acid Brick/Glass.....	24.18.....9.25
All Counties	
Carpenters: .....	24.84.....10.23
Divers .....	37.64.....10.23
Piledrivermen.....	25.09.....10.23
Bracken and Grant Counties:	
Millwrights.....	21.90.....7.92
Anderson, Bath, Bourbon, Boyle, Clark, Fayette, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Owen, Scott and Woodford Counties:	
Millwrights.....	22.77.....12.73
Boyd, Carter, Elliott, Fleming, Greenup, Lewis, Mason, Robertson, and Rowan Counties:	
Millwrights.....	30.25.....12.62
Breckinridge, Bullitt, Carroll, Gallatin, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:	
Millwrights.....	24.10.....14.87
Bracken, Gallatin and Grant Counties:	
Electricians.....	26.11.....12.72
Sound Communications:	
Technician.....	20.45.....6.95

**TRANSPORTATION CABINET  
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 PROJECT WAGE RATES**

<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
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**CRAFTS:** (continued)

Boyd, Carter, Elliott and Rowan Counties:

Electricians:

Cable Splicers .....	30.79 .....	17.97
Electricians.....	29.32 .....	17.93

Anderson, Bath, Bourbon, Boyle, Breckinridge, Bullitt, Carroll, Clark, Fayette, Franklin, Grayson, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Madison, Marion, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties:

Electricians.....	27.33 .....	12.02
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Fleming, Greenup, Lewis and Mason Counties:

Electricians.....	29.84.....	11.81
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Bourbon (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); Carroll (Eastern third, including the Township of Ghent); Fleming (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

Nicholas (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); Owen (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); Scott (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) & Bracken, Gallatin, Grant, Harrison & Robertson Counties:

Ironworkers:

Fence Erector .....	22.70.....	16.42
Structural.....	25.22.....	16.42

Bourbon (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris); Carroll (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville); Clark (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte); Owen (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill); Scott (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stamping Ground & Woodlake); Anderson, Boyle, Breckinridge, Bullitt, Fayette, Franklin, Grayson, Hardin, Henry, Jefferson,

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<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
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**CRAFTS:** (continued)

Jessamine, Larue, Madison, Marion, Meade, Mercer, Nelson, Oldham, Shelby, Spencer, Trimble, Washington & Woodford Counties:

Ironworkers .....23.93.....16.74

Bourbon (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); Carroll (Eastern third, including the Townships of Ghent); Fleming (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington); Nicholas (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); Owen (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); Scott (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall); Bracken, Gallatin, Grant, Harrison & Robertson Counties:

Ironworkers:

Up to and including 30- mile radius of Hamilton County, Ohio Courthouse.....25.65.....16.00  
Beyond 30- mile radius of Hamilton County, Ohio Courthouse .....25.90.....16.00

Clark (Eastern third, including Townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); Fleming (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); Nicholas (Eastern eighth, including the Township of Moorefield Sprout); Bath, Boyd, Carter, Elliott, Greenup, Lewis, Montgomery & Rowan Counties:

Ironworkers:

Zone 1 .....27.12 .....17.07  
Zone 2 .....27.52 .....17.07  
Zone 3 .....29.12 .....17.07

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

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<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
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**CRAFTS:** (continued)

Anderson, Breckinridge, Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:

Painters:

Brush & Roller .....	18.22 .....	9.37
Spray, Sand Blast, Power Tools, Water Blast & Steam Cleaning .....	18.97 .....	9.37

Bracken, Gallatin, Grant, Mason, and Owen Counties:

Painters:

(Heavy and Highway Bridges-  
Guardrails-Lightpoles-Striping):

Bridge/Equipment Tender and Containment Builder .....	20.49 .....	6.83
Brush and Roller .....	23.10 .....	6.83
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement .....	24.10 .....	6.83
Sand Blasting & Water Blasting .....	23.85 .....	6.83
Spray .....	23.60 .....	6.83

Bath, Bourbon, Boyle, Clark, Fayette, Fleming, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Robertson, Scott and Woodford Counties

Painters:

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

Boyd, Carter, Elliott, Greenup, Lewis and Rowan Counties

Painters:

Bridges .....	27.83 .....	10.00
All Other Work .....	24.83 .....	10.00

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
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PROJECT WAGE RATES**

<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
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**CRAFTS:** (continued)

Breckinridge, Bullitt, Carroll (Western Half), Franklin (Western three-fourths), Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:

Plumber ..... 30.00 ..... 12.67

Boyd, Carter, Elliott, Greenup, Lewis and Rowan Counties:

Plumbers and Steamfitters .....29.20.....14.29

Bracken, Carroll (Eastern Half), Gallatin, Grant, Mason, Owen and Robertson Counties:

Pipefitters and Plumbers .....28.39 .....14.30

**LABORERS:**

Bath, Bourbon, Boyd, Boyle, Bracken, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Greenup, Harrison, Jessamine, Lewis, Madison, Mason, Mercer, Montgomery, Nicholas, Owen, Robertson, Rowan, Scott, & Woodford Counties:

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

**BASE RATE** .....19.86  
**FRINGE BENEFITS** .....9.55

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

**BASE RATE** .....20.11  
**FRINGE BENEFITS** .....9.55

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**LABORERS:** (continued)

GROUP 3 - Asphalt Luteman and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (Free Air) and Water Blaster.

**BASE RATE** .....20.16  
**FRINGE BENEFITS** .....9.55

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

**BASE RATE** .....20.76  
**FRINGE BENEFITS** .....9.55

**LABORERS:**

Anderson, Bullitt, Carroll, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble & Washington Counties:

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

**BASE RATE** .....20.01  
**FRINGE BENEFITS** .....9.40

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

**BASE RATE** .....20.26  
**FRINGE BENEFITS** .....9.40

**TRANSPORTATION CABINET  
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**LABORERS:** (continued)

GROUP 3 - Asphalt Luteman and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (Free Air) and Water Blaster.

**BASE RATE** .....20.31  
**FRINGE BENEFITS** .....9.40

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

**BASE RATE** .....20.91  
**FRINGE BENEFITS** .....9.40

**LABORERS:**

Breckinridge & Grayson Counties:

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

**BASE RATE** .....20.46  
**FRINGE BENEFITS** .....8.95

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

**BASE RATE** .....20.71  
**FRINGE BENEFITS** .....8.95



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**OPERATING ENGINEERS:** (continued)

Mechanically Operated Laser Screed, Mechanic Welder, Mucking Machine, Motor Scraper, Orangepeel Bucket, Piledriver, Power Blade, Pumpcrete, Push Dozer, Rock Spreader Attached to Equipment, Rotary Drill, Roller (Bituminous), Scarifier, Scoopmobile, Shovel, Side Boom, Subgrader, Tailboom, Telescoping Type Forklift, Tow or Push Boat, Tower Crane (French, German and other types), Tractor Shovel and Truck Crane, Tunnel Mining Machines, Including Moles, Shields or similar types of Tunnel Mining Equipment.

**BASE RATE** .....23.60  
**FRINGE BENEFITS** .....12.40

Air Compressor (over 900 cu. ft. per min.), Bituminous Mixer, Boom Type Tamping Machine, Bull Float, Concrete Mixer (under 21 cu. ft.), Dredge Engineer, Electric Vibrator Compactor/Self-Propelled Compactor, Elevator (one drum or Buck Hoist), Elevator (when used to hoist building material), Finish Machine, Fireman & Hoist (one drum), Flexplane, Forklift (regardless of lift height), Form Grader, Joint Sealing Machine, Outboard Motor Boat, Power Sweeper (riding type), Roller (rock), Ross Carrier, Skid Mounted Or Trailer Mounted Concrete Pump, Skid Steer Machine with all attachments, Switchman or Brakeman, Throttle Valve Person, Tractair and Road Widening Trencher, Tractor (50 H.P. or over), Truck Crane Oiler, Tugger, Welding Machine, Well Points and Whirley Oiler.

**BASE RATE** .....21.18  
**FRINGE BENEFITS** .....12.40

All off road material handling equipment, including Articulating Dump Trucks, Greaser on Grease facilities servicing heavy equipment.

**BASE RATE** .....21.56  
**FRINGE BENEFITS** .....12.40

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

**BASE RATE** .....20.92  
**FRINGE BENEFITS** .....12.40

Cranes - with Booms 150 ft. and over (including jib), and where the length of the Boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate.

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Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

WELDERS - Receive rate for craft in which welding is incidental.

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

These rates are listed pursuant to Kentucky Determination No. CR-06-III HWY dated July 10, 2007 and/or Federal Decision Number KY20080027 dated February 8, 2008 modification #0 dated February 8, 2008, modification #1 dated March 7, 2008, modification #2 dated April 4, 2008, modification #3 dated May 2, 2008, modification #4 dated June 6, 2008, modification #5 dated July 4, 2008, modification #6 dated August 1, 2008, modification #7 dated August 15, 2008, modification #8 dated September 5, 2008, modification #9 dated October 3, 2008, modification #10 dated December 5, 2008, modification #11 dated January 2, 2009, modification #12 dated February 6, 2009, modification #13 dated March 6, 2009 and modification #14 dated April 3, 2009.

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.

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

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**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.

Steve Waddle, Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622

**PART IV**  
**INSURANCE**

## INSURANCE

The Contractor shall carry the following insurance in addition to the insurance required by law:

1. Contractor's Public Liability Insurance not less than \$100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than \$300,000.00 for damages arising out of bodily injuries to or death to two or more persons.
2. Contractor's Property Damages Liability Insurance. Not less than \$100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000.00 for all damages during the policy period.
3. Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
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. 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.

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

CONTRACT ID: 092937  
 COUNTY: MERCER  
 PROPOSAL: FE02 084 0152 B00005

PAGE: 1  
 LETTING: 05/22/09  
 CALL NO: 318

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION 0001 BRIDGE						
0010	02014	BARRICADE-TYPE III	2.000	EACH		
0020	02562	SIGNS	421.000	SQFT		
0030	02650	MAINTAIN & CONTROL TRAFFIC	( 1.00)	LS		
0040	03298	EXPAN JOINT REPLACE 4 IN	80.000	LF		
0050	08435	JACK & SUPPORT BRIDGE SPAN	( 1.00)	LS		
0060	20377EC	BRIDGE HANDRAIL REPAIR AND GUARDRAIL REPAIR	10.000	LF		
0070	21969NN	BEARING REPLACEMENT	2.000	EACH		
0080	22020NN	REPAIR BEAM	2.000	EACH		
0090	23299EC	FLOORBEAM BRACING REPAIR	12.000	EACH		
0100	23300EC	REINFORCE BRIDGE GUARDRAIL	1,596.000	LF		
0110	23301EC	CROSS-BRACING REPAIR	6.000	EACH		
0120	23302EC	LOWER LATERAL BRACING REPAIR	21.000	EACH		
0130	23303EC	LACING BAR REPAIR	1,000.000	EACH		
0140	23304EC	REPAIR TRUSS MEMBER	40.000	EACH		
0150	23305EC	REINFORCE TRUSS MEMBERS	2,393.000	LF		
0160	23306EC	REINFORCE TRUSS JOINTS	126.000	EACH		
SECTION 0002 DEMOBILIZATION AND MOBILIZATION						
0170	02568	MOBILIZATION (NO MORE THAN 5%)		LUMP		
0180	02569	DEMOBILIZATION (AT LEAST 1.5%)		LUMP		
		TOTAL BID				