

CALL NO. 410
CONTRACT ID. 122953
ALLEN COUNTY
FED/STATE PROJECT NUMBER 002GR12M052-FE02
DESCRIPTION BRIDGE CLEANING AND PAINTING IN ALLEN COUNTY
WORK TYPE BRIDGE PAINTING & CLEANING
PRIMARY COMPLETION DATE 11/15/2012

# LETTING DATE: April 20, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME April 20, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

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

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# PART I SCOPE OF WORK

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CONTRACT ID - 122953

ADMINISTRATIVE DISTRICT - 01

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - ALLEN

002GR12M052-FE02 BRIDGE CLEANING AND PAINTING IN ALLEN COUNTY

COUNTY - ALLEN PES - MB00200981201

FE02 002 0098 B00024N

BRIDGE CLEANING AND PAINTING IN ALLEN COUNTY KY 98 OVER RHODEN CREEK. BRIDGE PAINTING &

CLEANING.

GEOGRAPHIC COORDINATES LATITUDE 36^45'35" LONGITUDE 86^02'01"

COUNTY - ALLEN PES - MB00209211201

FE02 002 0921 B00019N

BRIDGE CLEANING AND PAINTING IN ALLEN COUNTY KY 921 OVER TRACE CREEK. BRIDGE PAINTING &

CLEANING.

GEOGRAPHIC COORDINATES LATITUDE 36^45'35" LONGITUDE 86^02'01"

COUNTY - ALLEN PES - MB00209211202

FE02 002 0921 B00020N

BRIDGE CLEANING AND PAINTING IN ALLEN COUNTY KY 921 OVER GLOVER CREEK. BRIDGE PAINTING &

CLEANING.

GEOGRAPHIC COORDINATES LATITUDE 36^45'43" LONGITUDE 86^02'01"

COMPLETION DATE(S):

COMPLETION DATE - November 15, 2012

APPLIES TO ENTIRE CONTRACT

#### **CONTRACT NOTES**

#### PROPOSAL ADDENDA

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

#### **BID SUBMITTAL**

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

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

#### JOINT VENTURE BIDDING

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

#### UNDERGROUND FACILITY DAMAGE PROTECTION

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

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

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

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

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

#### SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

#### **ACCESS TO RECORDS**

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

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

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

10/18/2011

Steven L. Beshear Governor Lori H. Flanery Secretary

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

#### **SECRETARY'S ORDER 11-004**

#### FINANCE AND ADMINISTRATION CABINET

#### **Vendor Document Disclosure**

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

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

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

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

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



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

# SPECIAL NOTE FOR RECIPROCAL PREFERENCE

# Reciprocal preference to be given by public agencies to resident bidders

By reference, KRS 45A.490 to 45A.494 are incorporated herein and in compliance regarding the bidders residency. Bidders who want to claim resident bidder status should complete the Affidavit for Claiming Resident Bidder Status along with their bid in the Expedite Bidding Program. Submittal of the Affidavit should be done along with the bid in Bid Express.

# SPECIAL NOTES DISTRICT NO. 3 ALLEN COUNTY BRIDGE CLEANING AND PAINTING 002GR12M052

## FE02 002 0921 B00019N 0.47

KY 921 Trace Creek

# **Geographic Coordinates**

Latitude – 36° 45' 35.78'' Longitude – 086° 02' 01.36''

#### **Description**

76 ft ~ 96 ft ~ 76 ft Continuous Span Welded Steel Plate Girder

# FE02 002 0921 B00020N 0.60

KY 921 over Glover Creek

# **Geographic Coordinates**

Latitude – 36° 45' 41.52'' Longitude – 086° 02' 01.32''

#### **Description**

76 ft ~ 96 ft ~ 76 ft Continuous Span Welded Steel Plate Girder

# FE02 002 0098 B00024N 8.80

KY 98 over Rhoden Creek

# **Geographic Coordinates**

Latitude – 36° 45' 33.65'' Longitude – 086° 02' 41.06''

#### **Description**

72 ft ~ 90 ft ~ 72 ft Continuous Span Welded Steel Plate Girder

#### SPECIAL NOTES FOR CLEANING AND PAINTING

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

SPECIAL NOTE FOR WASTE MANAGEMENT

SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE MANAGEMENT

SPECIAL NOTE FOR OPTIONAL SURFACE PREPARATION

SPECIAL NOTE FOR QUALITY CONTROL

SPECIAL NOTE FOR PAINT

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

SPECIAL NOTE FOR PRE-BID CONFERENCE

SPECIAL NOTE FOR PAYMENT

SPECIAL NOTE FOR STENCILING

SPECIAL NOTE FOR UTILITIES AND SIGNS

SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

SPECIAL NOTE FOR RESEALING EXPANSION DAMS (FE02 002 098 B00024N)

SPECIAL NOTE FOR REPLACING EXPANSION DAMS AND/OR INSTALLING ARMORED EDGES FOR CONCRETE ON BRIDGES

SPECIAL NOTE FOR BRIDGE DECK CONCRETE PATCHING (FE02 002 0098 B00024N)

GENERAL NOTE FOR MAINTAINING AND CONTROLLING TRAFFIC

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# SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

Bidders shall be Pre-qualified under I18B – Bridge Painting to have a bid opened and read.

The contractor(s) and or subcontractor(s) performing painting operations shall retain staff meeting the requirements listed below for the duration of this contract. Any production work conducted while not meeting these requirements shall not be eligible for payment. The contractor(s) and or subcontractor(s) performing painting operations personnel shall have been directly responsible for field operations of a structure painting project containing the requirements listed below.

- 1. A structure over a river or having multiple structures (more than three)
- 2. Having specific containment requirements
- 3. Maintaining vehicular traffic.

The projects shall have been completed to the facility owners' satisfaction.

The Contractor(s) and or Subcontractor(s) performing the Joint Replacement operations required in this contract (not paint related) shall be Pre-qualified under **I16**, **I17** or **E2** 

#### SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

All structural steel shall be cleaned and painted in accordance with the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction (current edition), and the following requirements:

#### A. SUBMITTALS

The Contractor shall comply with the submittal requirements detailed in Section 108 of the 2008 Standard Specifications for Road and Bridge Construction and submit the following **written** items to the Project Engineer **14 days** prior to the Pre-Construction Conference:

- 1. A detailed Progress of Work Schedule. The Progress of Work Schedule will be reviewed and approved by the KYTC Engineer.
- 2. Traffic Control Plan. The Traffic Control Plan will be reviewed and approved by the KYTC Engineer.
- 3. Worker Protection Plan. The Worker Protection Plan will be reviewed by the KYTC Engineer.
- 4. Environmental Compliance Plan, including a Waste Management and a Ground Water and Surface Water Protection Plan. The Environmental Compliance Plans will be reviewed by the KYTC Engineer.
- 5. Manufacturers' recommended Film Thickness and application conditions for the coating system to be used.
- 6. Rigging and Containment Plan, Design for rigging and containment shall be signed and stamped by a licensed Kentucky professional engineer. The design for containment will be reviewed by the KYTC engineer.

# All submittals must be received, accepted and/or approved prior to beginning any work.

#### B. CONTAINMENT

All structural steel shall be totally enclosed during all phases of the work. All containment shall meet the criteria for **SSPC Guide 6** – **Containment Classification Class 2A** for cleaning and painting of structural steel bridges.

<u>Air Pressure</u>- Negative air pressure meeting the requirements for **Type H2** shall be maintained.

<u>Air Movement</u>- A minimum air movement in containment is not specified but the contractor shall demonstrate that the air movement in the containment will provide the necessary engineering control to comply with OSHA worker safety requirements (i.e., lead standards as required by **29 CFR 1926**).

<u>Emissions -</u> Quantity of emissions from containment for structural steel bridges shall be assessed using Method A – Visible Emissions of **SSPC Guide 6** - Level 1 Emissions. Emissions shall be monitored for at least 15 minutes and reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**) at least once for every four (4) hours of cleaning and painting.

Quantity of emissions from containment shall be assessed using **Method** G – Visual Assessment of Site Cleanliness. Results of the Method G assessment shall be reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**).

Observance of emissions at any time may require (at the discretion of the Engineer) that cleaning and painting cease until the containment is sufficient to prevent emissions.

Provide proper (OSHA COMPLIANT) lighting on all operations (i.e. surface preparation, painting and inspection). Lighting for QA inspection shall meet the criteria described in **SSPC Guide 12** (Guide for Illumination of Industrial Painting Projects) for inspection.

The Contractor shall conduct EPA Ambient Air Monitoring for Toxic Metals (TSP-Lead) in accordance with 40 CFR 50 throughout all cleaning and painting operations Background monitoring shall be conducted for a minimum of 3 days prior to mobilization of equipment and installation of containment materials. Additional monitoring may be requested at the discretion of the Engineer. Select an analytical laboratory which is approved to perform TSP-Lead analyses through the National Environmental Laboratories Accreditation Program (NELAP). Submit certified analytical results for each sample to the Engineer within 5 days of obtaining the sample. Emissions monitored by this method shall not exceed 1.5 micrograms per cubic meter ( $\mu$ g/m³) as a 90 day average as defined in the National Ambient Air Quality Standard (NAAQS) for Lead. Calculations to determine adjusted acceptable allowances based on NAAQS and site specific schedules are detailed in SSPC Technology Guide No. 6 and SSPC Technology Update No. 7.

The contractor shall provide OSHA compliant safe access for all cleaning, painting, and inspections.

Wastes and residue deposited on the containment materials shall be collected daily. In addition, containment materials shall be cleaned prior to moving/dismantling. The Engineer may direct additional cleaning as conditions warrant.

#### C. SURFACE PREPARATION

#### **Solvent Cleaning**

All visible grease and oil shall be removed from the surface prior to abrasive blast cleaning. The surface shall be cleaned in accordance with **SSPC-SP 1** to remove oil, grease, and any other surface contaminants. Only solvents or detergents that are acceptable to the coating manufacturer and the Department shall be used. A clean cloth shall be used for the final wiping of the cleaned surface. All solvent cleaning materials shall be collected, handled, stored, and disposed of as hazardous waste.

#### **Compressed Air**

Compressed air used for any work shall be free from oil and/or water. The cleanliness of the compressed air shall be in accordance with **ASTM D 4285** (blotter test). The cleanliness of the compressed air shall be verified at least once per shift per compressor or as directed by the Engineer.

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#### **Abrasive Blast**

All structural steel shall be abrasive blast cleaned to an **SSPC-SP 10/NACE NO. 2** "Near White Metal Blast Cleaning" standard as described in the current SSPC documents. After blast cleaning all surface imperfections that remain (e.g. sharp fins, sharp edges, weld splatter, burning slag, scabs, slivers, etc.) shall be removed. The abrasive blast profile shall be **angular**, **1.5 to 4.5 mils** as measured in accordance with **ASTM D 4417 Method B**.

#### **Abrasive Media**

Clean, dry, uniformly graded recyclable steel grit or grit/shot abrasive mix shall be used to produce an angular profile for blast cleaning that is free of oil, soluble salts and other similar substances which could contaminate the blasted surface. The abrasive shall meet the **SSP-AB 2** "Cleanliness of Recycled Ferrous Metallic Abrasive" standard.

**Residual lead paint may still be on bridge.** The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation. The Department will not consider any claims based on residual lead paint.

#### D. PAINT APPLICATION

Areas shall not be painted until they have been inspected and approved by the Engineer. Paint shall be applied only to clean, dry surfaces. Ensure that the appropriate surface condition, as described in the Abrasive Blast Cleaning section, is present at the time of primer application (i.e. re-treat if rust-back occurs). Apply a **Class II** (**Type I or Type II**) system from the approved list referenced in the **SPECIAL NOTE FOR PAINT**.

All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application.

The finish coat shall be gray closely approaching Federal Standard 595 Color FS 36152.

**Damages -** All steps necessary to preclude damage to public property from paint overspray shall be taken. These steps shall include changes in the type of containment or cessation of spraying operations. The contractor shall be solely responsible for any damages arising from the painting operations.

**Repair of paint defects -** All defects in the new paint shall be repaired

# E. PAINT STORAGE, HANDLING, SAMPLING, MIXING AND THINNING

A paint storage site for receiving and storing paint delivered for use on the project shall be established. The paint storage site shall be located separate from the job site. All new paint shall be received at the storage site for inventory and acceptance testing. At that time, have the Contractor's QC inspector (SEE SPECIAL NOTE FOR QUALITY CONTROL) and the Department's inspectors independently inventory the supplied paint by batch number and quantities delivered. Their tallies shall be compared and any differences resolved. The Department's inspector examines all paint containers delivered and rejects those with 1) broken seals, 2) rust, 3) and altered, missing or illegible batch numbers or labels. The Department's inspector numbers and initials each container with an indelible marker. A representative of the Department samples each lot of material (SEE SPECIAL NOTE FOR PAINT). Rejected paint containers shall be labeled "REJECTED" and dispose of them promptly. The unapproved and/or rejected containers of paint shall be stored separately from those that have been approved. No paint shall be permitted at the actual job site until the Division of Materials has approved it.

Both the Contractor's QC inspector and the Department's inspector shall conduct a daily start-up inventory of containers of approved paint brought to the job site noting batch numbers and the Department inspector's container number. At the end of the work day, the QC inspector and the Department's inspector shall conduct another inventory noting the number of paint containers expended, Department inspector's inventory numbers, and types of paint. Paint containers brought on the job site and not used shall be inventoried. Re-inventory those when they are taken back to the job site to be used.

The addition of solvents to paint shall be permitted <u>only</u> by written approval from the Engineer. Use only new solvents supplied by the paint manufacturer. Solvents shall only be used at the job site in the presence of the Department inspector. Solvents from new, unopened containers with the solvent manufacturer's labeling intact shall be used. The QC inspector shall record locations where solvent-thinned paint was used.

Solvents used for cleaning at the job site shall be kept in sealed containers away from mixing operations. Solvents used to clean brushes, rollers, or spray equipment shall be collected in sealed containers and stored as a hazardous waste.

The paint manufacturer shall be required to provide a technical representative at the job site when requested by the contractor or the Department at no additional cost to the Department.

#### F. WORKMANSHIP

All structural steel surfaces shall be properly cleaned and painted to the satisfaction of the Engineer. There shall be no provision for missed areas or substandard work regardless of size of the area in question. All improperly prepared or painted surfaces shall be repaired to meet the provisions of this specification.

Allowable field variation of the color of all cured finish coats on structural steel shall be  $2.0\Delta E^*$ . These values shall be obtained from a spectrophotometer utilizing a D65 illuminant at 45° illumination and 0° viewing with a 2° observer. The reference for this test shall be readings obtained on the initial test patch (**SEE SPECIAL NOTE FOR QUALITY CONTROL**). Surfaces with finish coats with color variations exceeding the  $2.0\Delta E^*$  value shall be repainted at the option of the Engineer.

#### SPECIAL NOTE FOR WASTE MANAGEMENT

All wastes shall be collected and placed in appropriate containers on a daily basis. (SEE SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS).

#### **Industrial waste**

Dispose of industrial wastes (non-hazardous wastes) such as paint buckets, paint-contaminated rags, rollers, clogged spray hoses and brushes. Store industrial waste in appropriate containers, and appropriately labeled, prior to disposal. Industrial waste containers not covered or designed to prohibit entry of water, must be included in and comply with Ground Water and Surface water Protection requirements (SEE SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS - D. Groundwater and Surface water Protection).

#### **Hazardous Waste**

Hazardous materials shall be stored separate from paint debris. All non-reusable solvents used in cleaning shall be considered hazardous waste. Store solvent wastes in separate containers (i.e. not with the paint debris).

The Department will provide a site on its property for the Contractor to erect a temporary storage facility. Store surface preparation debris and hazardous wastes at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with Standard Drawing No. RFC-001-07 of the Kentucky Department of Highways Standard Drawings Book, with the exception that concrete is not required for installation of posts. The fence of the storage area must be firmly attached to metal posts and have a locked gate. The gate shall be secured to the fence post by a chain and a lock. Each side of the enclosure shall have appropriate placards forbidding unauthorized entrance and announcing that the area is a storage site for lead and hazardous wastes. Cover the ground where the containers will be stored with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. Drums shall be set on skids that are placed on the tarpaulin. There shall be an adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. Areas around roll off containers shall be covered with tarpaulins. Tarpaulins shall be cleaned daily to remove collected lead bearing debris. The storage area shall be maintained / operated to prevent releases. The storage area shall have a spill clean-up kit. The kit shall include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There shall be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated temporary storage facility shall be constructed and accepted by the Engineer prior to the onset of operations at the job site. The temporary storage facility shall be maintained during the active cleaning and painting of the bridge and return the site to its original state when the work is completed.

The Contractor shall be solely responsible for the management and the disposal of all hazardous waste generated during the cleaning and painting operations in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations promulgated pursuant thereto.

The Kentucky Transportation Cabinet will file a Notification of Hazardous Waste Activity with the Kentucky Division of Waste Management to obtain an EPA Identification Number in accordance with **401 KAR 32:010**, Section 3. The Cabinet will provide the Contractor with this EPA ID number to be used in hazardous waste management in compliance with **401 KAR 32:010**, Section 3 (1).

The Contractor shall be responsible for furnishing appropriate U.S. DOT containers that are made or lined with materials which are compatible with the hazardous waste to be stored in accordance with 401 KAR 35:180, Section 3. All hazardous wastes collected at the job site shall be placed in those containers for transport to the storage site. The containers shall be used and managed at the job site and at the storage site in accordance with 401 KAR 35:180. Prior to the transfer of the containers of hazardous waste from the job site to the storage area, the containers shall be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of 401 KAR 32:030.

Each container shall be labeled "Hazardous Waste" and the date clearly marked when the hazardous waste is *first* added to the container in compliance with **401KAR 35:180**, **Section 4(3)**. That date marked is the *start date* of the **seventy-five** (75) day storage period

The generator for the waste under this contract is the Kentucky Transportation Cabinet. All records including the labels on the waste containers and the manifests shall be completed using the Transportation Cabinet as the generator.

The Department requires that all hazardous waste shall be removed within seventy-five (75) days of the accumulation start date. The Contractor shall select a registered hazardous waste transporter to transport the containers of hazardous waste generated during the painting operations to a permitted hazardous waste treatment, storage or disposal facility. The hazardous waste must be manifested with a Uniform Hazardous Waste Manifest that is to be completed, in entirety, as per the regulations of 401 KAR 32:020 and 401 KAR 32:100. Copies of all manifests with the Land Disposal Restriction Notice must be provided to the Project Manager and the Central Office, Division of Construction. Final partial payment of 15% for the project will not be released until the Department receives all copies of the manifests.

Failure to remove the hazardous waste within **Seventy-Five** (75) **days** shall result in a performance penalty of **Two Thousand Dollars** (\$2,000.00) per drum per day or **Eight Thousand Dollars** (\$8,000.00) per cubic yard per day that the containers are left in storage. This penalty is in addition to any fines that may be assessed by regulatory agencies other than the Transportation Cabinet.

# SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE MANAGEMENT

The surface preparation debris generated at structural steel bridges shall be transported and recycled as a commercial substitute material in a recycling effort. All waste/debris collection, handling, storage, transportation, and disposal shall be the responsibility of the contractor.

#### **Abrasive Media**

Clean, dry, uniformly graded recyclable steel grit or grit/shot abrasive mix shall be used to produce an angular profile for blast cleaning that is free of oil, soluble salts and other similar substances which could contaminate the blasted surface. The abrasive shall meet the **SSP-AB 2** "Cleanliness of Recycled Ferrous Metallic Abrasive" standard.

## Collection, Handling, and Storage of Wastes and Surface Preparation Debris

A "Competent Person for lead abatement" as defined by OSHA 1926.62 shall be on site during any operations which disturb lead. The "competent person" shall have successfully completed the **SSPC C3** "Supervisor/Competent Person Training for De-leading of Industrial Structures" or equivalent training.

All surface preparation debris shall be collected separate from waste materials and placed in appropriate containers on a daily basis. (See Special Note for Environment and Employee Safety Regulations)

### Surface preparation debris

Surface preparation debris shall be separated from all wastes. While on-site, the surface preparation debris shall be managed as lead containing material. Precautions shall be taken to protect employees and the public from exposure to lead. Handling and storage of surface preparation debris shall be accomplished to prevent releases to the environment.

The Department will provide a site on its property for the Contractor to erect a temporary storage facility. Store surface preparation debris and hazardous wastes at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with Standard Drawing No. RFC-001-07 of the Kentucky Department of Highways Standard Drawings Book, with the exception that concrete is not required for installation of posts. The fence of the storage area shall be firmly attached to metal posts and have a locked gate. The gate shall be secured to the fence post by a chain and a lock. Each side of the enclosure shall have appropriate placards forbidding unauthorized entrance and announcing that the area is a storage site for lead and hazardous wastes. The ground where the containers will be stored shall be covered with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. Drums shall be set on skids that are placed on the tarpaulin. There shall be an adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. Areas around roll off containers shall be covered with tarpaulins. Tarpaulins shall be cleaned daily to remove collected lead bearing debris. The storage area shall be maintained / operated to prevent releases. The storage area shall have a spill clean-up kit. The kit shall include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There shall be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated temporary storage facility shall be constructed and accepted by the Engineer prior to the onset of operations at the job site. The temporary storage facility shall be maintained during the active cleaning and painting of the bridge and return the site to its original state when the work is completed.

The Contractor shall be solely responsible for the management and the disposal of all surface preparation debris and hazardous waste generated during the cleaning and painting operations. Hazardous wastes shall be managed in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations.

The Contractor shall be responsible for furnishing appropriate U.S. DOT-specified containers that are made or lined with materials that are compatible with the surface preparation debris per 49CFR173.213 (non-bulk containers) or 49CFR173.240 (bulk containers). All surface preparation debris collected at the job site shall be placed in those containers for transport to the storage site. Prior to the transfer of the containers of surface preparation debris from the job site to the storage area, the containers shall be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of 49CFR172.301 (non-bulk containers) or 49CFR172.302 (bulk containers). The Contractor shall check with the recycler and the transporter to insure that containers acceptable to both parties are employed.

The Contractor shall be responsible for the quality of the surface preparation debris placed in disposal containers. Under NO circumstances shall the debris become wet or be co-mingled with miscellaneous wastes.

## Transportation and recycling

All surface preparation debris shall be transported for recycling within 90 days of initial container filling operations. The contractor shall contact the recycler to arrange for the delivery of the surface preparation debris. The recycler is: The Doe Run Company: Resource Recycling Division, HC1 Box 1395, HWY 10K, Boss, MO 65440, phone (573) 626-4813, fax (573) 626-3304, email <a href="www.doerun.com">www.doerun.com</a>. The contractor will complete the Doe Run Supplier Profile Form and provide copies of it to both Doe Run and the Engineer prior to transporting the surface preparation debris.

The contractor shall select a registered hazardous material (HAZMAT) transporter for transportation of the surface preparation debris. The contractor shall provide the necessary waste storage/transportation containers. The contractor shall arrange for the pick-up of the containers and delivery to the recycler.

NOTE: The contractor shall be responsible for the condition of the surface preparation debris provided to the recycler. Surface preparation debris that is wet debris or that is comingled with other waste will be rejected by the recycler. If that occurs, the contractor must dispose of the debris as a hazardous waste. The contractor must promptly inform the Engineer in that event so that KYTC can obtain the proper permitting from the Kentucky Environmental and Public Protection Cabinet. Additionally, the contractor shall be responsible for all transportation costs, hazardous waste disposal costs and fines that are incurred.

The contractor shall supply the Engineer with all weight tickets for the commercial substitute material transported and delivered to the recycler and all Certificates of Recycling issued by the recycler for material deliveries related to this project. Final partial payment of 15% for the project shall not be released until the Engineer has received these documents.

# SPECIAL NOTE FOR QUALITY CONTROL

The contractor shall provide QC inspectors to monitor all work, insure that all work is completed in accordance with the Special Notes and Standard Specifications, and record inspection results. All QC inspectors shall possess at a minimum one of the following certifications: **SSPC-BCI level 1 or NACE CIP level 1 & CIP One Day Bridge Course**. The QC inspector(s) shall not perform production work that requires QC/QA inspection. The Department's (QA) inspector shall conduct in-progress reviews of the Contractor's operations and perform follow-up quality assurance (QA) inspections after the QC inspector has certified that a portion of work is complete.

**Progress of Work -** Work shall proceed by sections, bays or other readily identifiable parts of the structure. All work shall proceed from top to bottom of the structure. The work shall be broken down into adjacent sections (control areas) separated by bulkheads. Bulkheads shall be sealed to the containment and meet all **SSPC Guide 6 – Containment Classification Class 2A** requirements. Only one phase of work shall be permitted in a given control area at any time.

In any control area, Quality Control Point inspection and approval shall precede the start of succeeding phases of work. Quality Control Points are progress milestones that occur when one phase of work is complete and ready for inspection prior to continuing with the next operational step. At those points, the Contractor shall provide the Departments QA inspectors with OSHA compliant access to inspect all pertinent surfaces. If QA inspection indicates a deficiency, that phase of the work shall be corrected and re-inspected prior to beginning the next phase of work.

#### **Quality Control Point**

#### QC Inspection Function

1.	Surface Preparation
Α.	Solvent Cleaning

B. Abrasive Blast Cleaning

2. Full Prime Coat Application

3. Full Intermediate Coat (if applicable)

4. Finish Coat Application

Visually inspect.

Measure profile

Visually inspect for cleanliness.

Check for dry film thickness, and defects in paint

Check for dry film thickness, and defects in paint

Check for dry film thickness, paint appearance, color and quality of application

The surface profile shall be verified with a minimum of 3 measurements per nozzle per shift. Each measurement shall be the average of 3 individual readings. Individual gage readings and averages shall be recorded in the log book. The Engineer may request additional measurements at any time.

The QC Inspector shall inspect prepared surfaces to determine whether those conform to the specification (see **SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION**). Inspect each individual coat of paint using **KM 64-258-08 Procedure C**. Inspect for areas of incomplete coating coverage and coating defects. The Engineer may request tests, including destructive DFT tests, at additional sites or he may elect to perform additional tests.

The QC inspector shall maintain a handwritten record of all-painting activities, operations and inspections in the log book(s). At a minimum, the following information must be recorded:

- 1. all paint inventory and approval information,
- 2. daily records of ambient conditions (including all measurements taken),
- 3. daily progress of work information including start-up/shut-down times, bridge locations by control numbers, structural steel components by proper terminology and pertinent operations by control points, and
- 4. QC inspection information including evaluations at control points, rework comments, or approvals.

Make entries on consecutive pages of the logbook (in indelible ink) and make corrections by marking through mistakes with a single line. Do not remove pages or erase or obliterate entries in the logbook.

The QC inspector and QA inspector shall jointly assign adjacent control areas consecutive numbers and a short description defining their location. After completion of a phase of work in a control area, the QC inspector shall perform an inspection and shall determine whether the area has been satisfactorily prepared. If work in a control area is unsatisfactory, the QC inspector shall require the contractor to make the necessary corrections. That process shall be repeated as necessary until suitable corrections have been made. All logbooks shall be maintained at the job site at all times during the project, made available, upon request, to the Department's representatives and submitted to the Engineer at the end of the project for his review and records.

**Test Patch** - Prior to initiation of painting, prepare at least one test patch in each Section of work to serve as a standard for reference during the balance of the painting operations. The test patch shall be located at an accessible area incorporating surface types of the project. Use the specified surface preparation on a surface with at least 20 ft<sup>2</sup> per application method per coating plus 20 ft<sup>2</sup> for surface preparation.

When Central office personnel, the Engineer, QC inspector, and the QA inspector, agree that the appropriate level of cleanliness and surface preparation have been achieved, the contractor shall apply a clear sealer, supplied by the coatings manufacturer, to at least 20 ft² of the prepared surface. The contractor will then apply coating to the remainder (at least 20-ft²) of the test patch. Set aside the test patch area as a standard for proper application and appearance. Do not paint the reference areas until the balance of the project is completed. After the project is complete, reblast the area of the test patch with clear sealer, and apply all specified coatings. Apply all coatings, including the clear sealer, in the presence of Central Office personnel, the Engineer, the QA inspector, QC inspector, and a technical representative of the paint manufacturer. If QC and QA inspectors agree, clear coat preservation of the test patch may be replaced with pictorial records.

#### SPECIAL NOTE FOR PAINT

Use a coatings system from an approved supplier. A list of approved suppliers shall be found in the Department's List of Approved Materials maintained by the Division of Materials. All paint supplied shall conform to the applicable Special Notes contained in this proposal. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. At his option, the Engineer may elect to conduct more frequent sampling and testing. Test samples shall be taken at the Contractor's paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint.

Note: It is the Contractor's responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process.

# SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

# (A) Governing regulations

The existing paint in this project may contain lead, which is classified as a hazardous (toxic) material. Be knowledgeable of and comply with, all **lead-related** environmental and health regulations governing the Contractor's operations. Comply with regulations current at the time the work is performed and all requirements herein. Collect, transport to waste storage sites, and store hazardous wastes in accordance with applicable environmental and health regulations. The contractor is solely responsible for collection, transport, storage and disposal of all industrial wastes.

#### (B) Liabilities and Obligations

The contractor shall be solely responsible for compliance with all applicable environmental and health and safety regulations to the satisfaction of the applicable government regulatory agencies and the Department. The Department assumes no obligations or liabilities for work stoppages or fines due to enforcement actions by government regulatory agencies or to related delays that the Department deems necessary.

## (C) State and Local Regulatory Agencies

State and local regulatory agencies charged with enforcing **most** regulations affecting the generation of hazardous wastes and worker safety issues are:

Kentucky Occupational Safety and Health Program, Labor Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky

Environmental and Public Protection Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky

#### (D) Groundwater and Surface water Protection

The contractor shall prepare and implement a groundwater and surface water protection plan in accordance with 401 KAR 5:037 (Ground Water), KRS 224.70-110 and 401 KAR 10:031 (Surface water) with the exception that hazardous waste or hazardous materials container volume is not limited to greater than 55 gallons or weight to 100 pounds.

# SPECIAL NOTE FOR PRE-BID CONFERENCE DISTRICT 3 ~ Allen County 002GR12M052 CID Number 122953

The Department will conduct a Pre-Bid Conference and Field Review of the subject project on Monday April 9, 2012 at 9:00 AM CST at;

UK AG Cooperative Extension ~ Allen County Office 200 East Main Street. Scottsville, KY 42164

Phone: (270) 237-3146

Any company that is interested in bidding on the subject project or being part of a joint venture shall be represented at the conference by at least <u>one person of sufficient authority to bind the company</u>. No individual can represent more than one company. At the conference and, during the subsequent field review of the subject bridges, a roster shall be taken of the representatives present. Only companies represented at the conference and during the field review will be eligible to have their bids opened at the date of letting.

During the field review, the company representatives and The Department of Highways officials will travel to all the project sites. The field review is not intended for bid estimation. The Contractor shall be required to furnish approved High Visibility Apparel for all of their representatives present at the field review. The three structures are in Allen County District 3. The Contractor shall be prepared to follow the KYTC representatives to each location and should allow ample time in which to do so.

The purpose of the conference and field review is to familiarize all prospective bidders with the contract requirements and the location and condition of all structures within the scope of the contract.

Department of Highways officials present at the conference and during the field review will answer questions concerning the projects.

# SPECIAL NOTE FOR PAYMENT

Payment for cleaning and painting structural steel shall be according to Standard Specifications for Road and Bridge Construction (2008) Section 614.05 with the following modification to Section 614.05.

Three-Coat Field Applied System. Partial payments will be based on acceptance of the following:

Surface Preparation	25%
Prime Coat	20%
Intermediate Coat	
Finish Coat	20%
De-rigging, touch-up of de-rigging marks and damage, and	
Environmental documentation	

# SPECIAL NOTE FOR STENCILING

The Bridge Number, the Month and year of the completion date, and any existing panel number system or panel number system set forth in the contract shall be stenciled on the structure at locations determined by the Engineer. Make the legend in letters and numerals at a minimum of 3 inches and maximum of 6 inches tall, and use a paint color that contrasts with the background.

# SPECIAL NOTE FOR UTILITIES AND SIGNS

All utilities, traffic lighting, navigational lighting and traffic signs shall be maintain and protected from damage.

# SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

FE02 002 0921 B00019N 0.47 is rated at 34 tons.

FE02 002 0921 B00020N 0.60 is rated at 34 tons.

FE02 002 0098 B00024N 8.80 is rated at 33 tons.

No equipment, materials, vehicles, trailers nor combination of thereof exceeding the load rating of each structure listed above shall be placed on or drive across the structure. If the Contractor chooses to stage from the bridge deck he must submit a plan for approval by the KYTC Engineer showing placement and weight of all equipment.

# NOTE FOR RESEALING EXPANSION DAMS (FE02 002 0098 B00024N)

**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. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing joint seal; (3) Install joint seal as specified (4) Maintain and control traffic; and (5) Any other work specified as part of this contract.

#### II. MATERIALS.

A. Silicone Rubber Sealant. See Section 807.

#### III. CONSTRUCTION.

- **A. Remove Existing Materials.** Remove the existing seal and clean according to section 606.03.11 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 "JOINT SEALING".
- **B. Place New Seal.** After all specified existing materials have been removed; place new seal in accordance with section 807.03.05 and 609.03.04 from gutter-line to gutter-line including extending through the curbs in one continuous operation.

#### IV MEASUREMENT.

**A. JOINT SEALING** The Department will measure the quantity in linear feet from gutter line to gutter line along the centerline of the joint. The Department will not measure the portion of the new seal extending through the curbs.

#### V. PAYMENT.

**A. JOINT SEALING (08540)** - Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new Silicone Sealant, 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 portion of the joint seal extending through the barriers will be considered incidental.

#### VI. LOCATIONS:

Joints to be resealed are at 5 intermediate locations on the structure.

# SPECIAL NOTE FOR REPLACING EXPANSION DAMS AND/OR INSTALLING ARMORED EDGES FOR CONCRETE ON BRIDGES

**1. 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 drawing **Sheet S1**. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing concrete and expansion device(s) and/or bridge ends; (3) Install armored edges and new concrete 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.

#### 2. MATERIALS.

- **A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- **B. Structural Steel.** Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection. See Standard Drawing BJE-001, current edition.
- **C. Stud Anchors.** The armored edge stud anchors are <sup>3</sup>/<sub>4</sub>" x 6" embedded stud shear connectors conforming to ASTM A108, Grade 1015 (Nelson Studs or equal).
- **D. Steel Reinforcement.** Use Grade 60. See Section 602.
- **E.** Epoxy Bond Coat. See Section 511.
- **F. Neoprene Strip Seals.** See attached detail drawings and Section 807.

## 3. EQUIPMENT.

- **A. Hammer.** Provide Power driven hammers lighter than nominal 45 lb. class.
- **B.** Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.
- **C. Hydraulic Impact Equipment.** Hydraulic Impact/Skid Steer Type Equipment with a maximum rated striking Energy of 360 ft-lbs are permitted only in areas of concrete removal more than 6 inches away from boundaries of surface areas to remain in service. The Contractor is to provide data information to the engineer on the equipment they wish to utilize to ensure compliance with this note.

#### 4. CONSTRUCTION.

**A. Remove Existing Materials.** Remove existing Expansion Dam, Bridge End, Armored Edges and specified areas of concrete as shown on the attached sketches. Remove debris and/or expansion joint filler as directed by the Engineer. Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.

Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Expansion Joint Replacement" or "Armored Edge for Concrete".

**B. Place New Concrete and Armored Edges.** After all specified existing materials have been removed; place new armored edges to match the grade of the proposed overlay or to match the original grade (See attached detail drawings). Place the new Class "M" concrete to the scarified grade and finish to receive the new overlay or place the new Class "M" concrete to the original grade and finish with broom strokes drawn transversely from curb to curb.

All new structural steel shall be cleaned and painted in accordance with requirements of Section 607.03.23, except that surfaces to come in contact with concrete are not to be painted.

Blast clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.

- C. Additional Steel Reinforcement. Furnish for replacement, as directed by the Engineer, 400 linear feet of #4 steel reinforcing bars in 20' lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Do not place any additional steel reinforcement above the height of the top row of Nelson Studs on the armored edges. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete. Deliver unused bars to the Local County Maintenance Barn. Payment will be made in accordance with Section 602.
- **D. Stage Construction.** Installation of concrete and armored edges in two (or more if specified) stages is necessary. Join the armored edges at or near the centerline of the roadway or lane line, field weld and grind smooth.
- **E. Preformed Neoprene Joint Seal.** Place the preformed joint seal in one continuous, unbroken length. Place neoprene strip seals as recommended by the manufacturer and in accordance with Section 609.03.04 except that shop drawings will not be required.
- **F.** Approach Pavement Repair. The Contractor shall repair any and all damage to the approach pavement due to this construction. A new asphalt surface wedge for all approaches to each structure in this project shall be placed and compacted to the satisfaction of the Engineer prior to allowing traffic back onto the structure after each section of the joint is replaced. No additional payment will be allowed for this work, as it will be considered incidental to the pay item "Armored Edge for Concrete".
- **G. Shop Plans.** Shop plans will <u>not</u> 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 gutter line to gutter line along the centerline of the joint.
- **B.** Armored Edge for Concrete. The Department will measure the quantity in linear feet from gutter line to gutter line along the face of the bridge end.
- C. Steel Reinforcement. See Section 602.

#### 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 armored edges, concrete, neoprene strip seal, and all incidental items necessary to complete the work (except the overlay material) within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- **B.** Armored Edge for Concrete. Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete and all incidental items necessary to complete the work (except the overlay material) within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- C. Steel Reinforcement. See Section 602.

# SPECIAL NOTE FOR BRIDGE DECK CONCRETE PATCHING (FE02 002 0098 B00024N)

These Notes or designated portions thereof, apply where so indicated on the plans, proposals or bidding instruction.

I. DESCRIPTION. Perform all work in accordance with the Department's 2008 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications. This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing spalled/delaminated concrete; (3) Prepare the existing surface for concrete patching; (4) Apply concrete patching as specified by this note and as shown on the attached detail drawings; (6) Finish and cure the new Concrete Patches; (7) Maintain & control traffic; and, (8) Any other work specified as part of this contract. See attachment for Bridge Repairs Sheets S1-S4 for additional details, locations and quantities.

#### II. MATERIALS.

**A. Concrete.** Approved Concrete Product for concrete Patching.

#### III. CONSTRUCTION.

A. Concrete Removal and Preparation. The Contractor, as directed by the Engineer shall locate and remove all loose, spalled, deteriorated and delaminated concrete. Care shall be exercised not to damage areas of sound concrete or reinforcing steel during concrete removal operations. Unless specifically *directed by the Engineer*, depth of removal shall not exceed 4 inches. Concrete removal shall be in accordance with a sequence approved by the Engineer.

Concrete removal shall be accomplished by chipping with hand picks, chisels or light duty pneumatic or electric chipping hammers (not to exceed 35 lbs.). If sound concrete is encountered before existing reinforcing steel is exposed, the surface shall be prepared and repaired without further removal of the concrete. When corroded reinforcing steel is exposed, concrete removal shall continue until there is a minimum <sup>3</sup>/<sub>4</sub> inch clearance around the exposed, corroded reinforcing bar. Care shall be taken to not damage bond to adjacent non-exposed reinforcing steel during concrete removal processes.

After all deteriorated concrete has been removed; the repair surface to receive concrete patching shall be prepared by blast cleaning. Blast cleaning shall remove all fractured surface concrete and all traces of any unsound material or contaminants such as oil, grease, dirt, slurry, or any materials which could interfere with the bond of freshly placed concrete.

The Contractor shall dispose all removed material off State Right Of Way.

The Contractor shall dispose all removed material off State Right Of Way in an approved site.

- **B. Steel Reinforcement.** All corroded reinforcing steel exposed during concrete removal shall have corrosion products removed by abrasive grit blasting or wire brush whichever is more appropriate. If required, furnish for replacement, as directed by the Engineer, adequate quantity of steel reinforcing bars ½" diameter. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Quantity for steel reinforcement bars have been included with bid item number "08150".
- C. Concrete Patching. Place and finish the new concrete for the patching area in accordance with the manufacturer's recommendations, as shown on the attached detail drawings, or as directed by the Engineer. The Engineer shall approve the Contractor's method of placing and consolidating the concrete prior to the beginning of this operation.
- **D**. **Curing.** On completion of finishing operation, patching concrete shall immediately be prevented from drying out and cracking by fogging, wetting, and/or any appropriate method approved by the Engineer. Curing shall continue for duration recommended by the product manufacturer.

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

Quantities given are approximate. The quantity for "Concrete Patching Repair" shall be bid with the contingency that quantities may be increased, decreased, or eliminated by the Engineer. Dispose of all removed material entirely away from the job site as approved by the Engineer. This work is incidental to the contract unit price for "Concrete Patching Repair".

#### IV. MEASUREMENT

- **A. Concrete Patching.** The Department will measure the quantity per square feet of each area restored.
- **B. Steel Reinforcement.** See Section 602.

#### V. PAYMENT

- A. Concrete Patching Repair. Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, equipment; (2) preparation of specified areas including removing and disposing of specified existing materials; (3) place, finish and cure new concrete patches; and (4) all incidentals necessary to complete the work as specified by this note and as shown on the attached detail drawings.
  - B. Steel Reinforcement. See Section 602.

#### GENERAL NOTE FOR MAINTAIN AND CONTROL TRAFFIC

All lane closures on this project shall be in accordance with Kentucky Department of Highways Standard Drawings No. TTC-100, TTC-105, TTC-110 and the FHWA Manual for Uniform Traffic Control Devices (Current Editions) unless otherwise specified. Lane closures should be used only when absolutely necessary and kept to the shortest duration possible in order to minimize disruption to the traveling public. No work will be conducted over unprotected traffic at any location. At the discretion of the Engineer, lane closures may be restricted on holiday weekends.

The contractor shall be required to submit in writing, to the department, his complete work schedule 14 days prior to the Pre-Construction Conference. The contractor shall be required to coordinate his efforts with those of any other contractor in the construction area so as to eliminate any lane closures which conflict with this traffic note.

In the event it becomes necessary to make emergency repairs at this project by state forces or by other outside contractors, the (painting) contractor shall agree to alter his work pattern as directed by the engineer so as not to interfere with the emergency work.

The contractor shall be required to furnish all traffic control devices whenever his operations endanger or interfere with vehicular traffic as determined by the engineer. The contractor shall furnish any additional traffic control devices necessary to protect traffic and his workmen. Any costs associated with the added traffic control devices (including arrow boards) shall be incidental to the contract lump sum amount for "maintain and control traffic."

Placement of all devices for lane closures shall start and proceed in the direction of flow of traffic. Removal of devices shall start at the end of the construction area and proceed toward oncoming traffic. The contractor shall provide for the installation of all necessary traffic control devices before beginning work and their immediate removal as soon as work is suspended or completed. During the fully operational periods, when no lane closures are permitted, all equipment shall be totally removed from the job site. Traffic control signs shall be removed or covered (if left in a curb lane).

The contractor's vehicles shall always move with and not across or against the flow of traffic. Vehicles shall enter or leave work areas in a manner that will not be hazardous to or interfere with normal roadway traffic. Vehicles shall not park or stop except within designated work areas.

Personal vehicles shall not be permitted to park within the state right-of-way. The contractor's vehicles shall be prohibited from crossing the roadway and all pedestrian movement of the contractor's personnel on the roadway shall be limited to within the closed work area.

Any lane or shoulder closure shall include the use of a TMA placed between oncoming traffic and equipment or vehicles.

The Engineer may elect to use Variable Message Boards when necessary.

## **Payment**

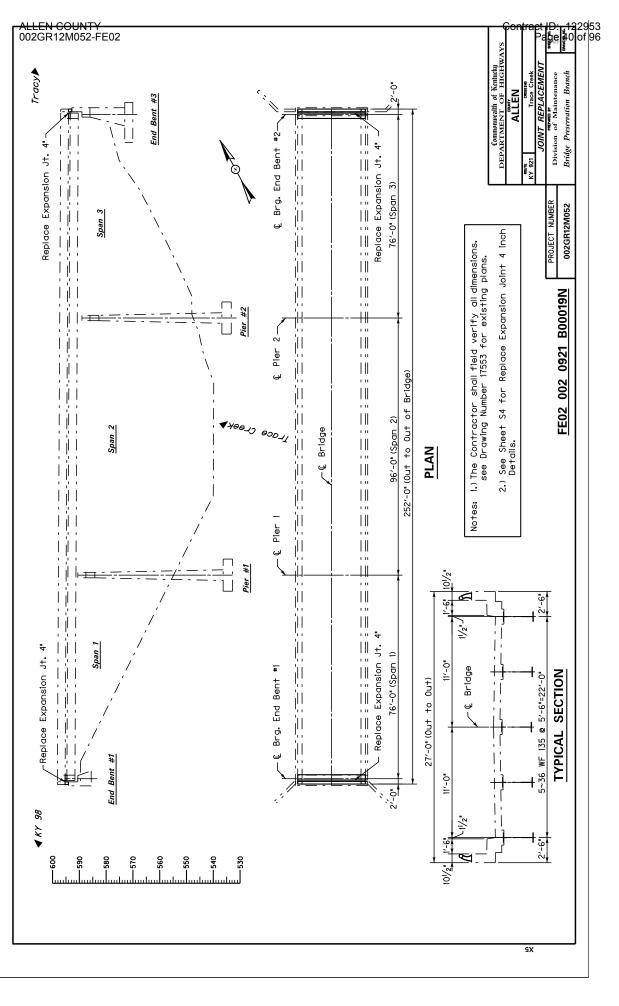
Payment of the contract lump sum amount for "maintain and control traffic" shall be full compensation for all items necessary to maintain and control traffic on this project. All traffic control items shall remain the property of the contractor when the work is complete.

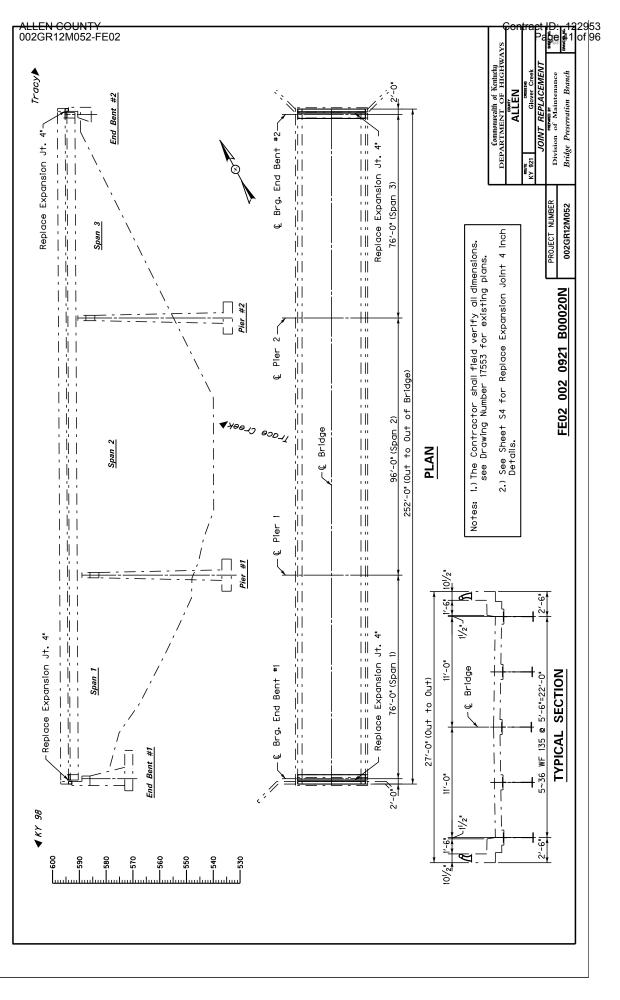
#### FE02 002 0921 B00019N 0.47 & FE02 002 0921 B00020N 0.60

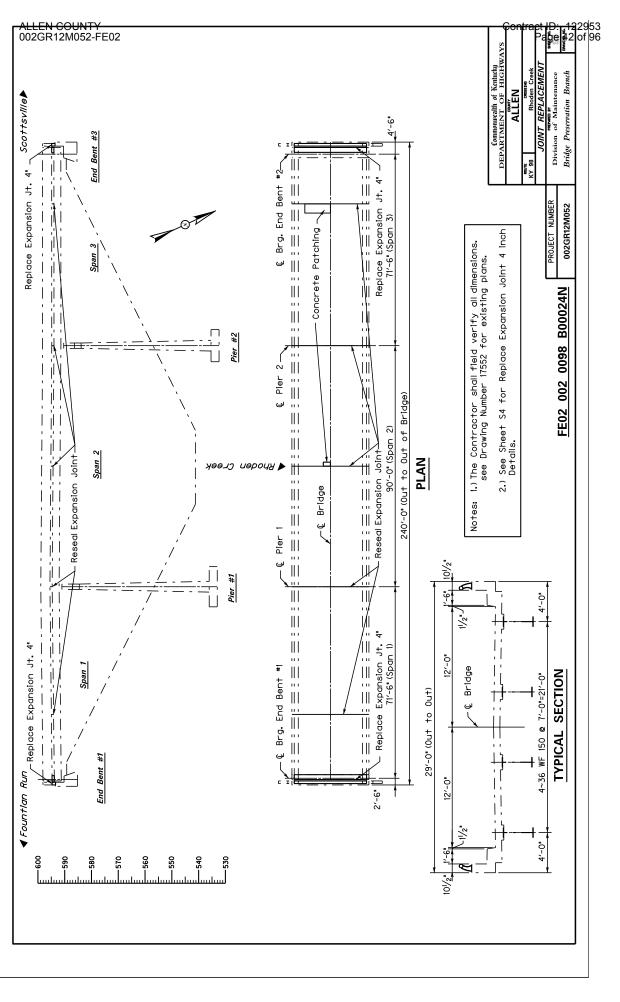
Maintain one usable 11 foot lane. Flagging or traffic signals shall be used. If traffic signals are used the Contractor shall use flagging to minimize impact on school bus traffic when school is in session. The Contractor shall be responsible for establishing the dates and times when school bus traffic will impact the job site. The Contractor will be permitted to briefly close the structure to traffic using flagging to move any equipment that exceeds the 34 ton weight limit (See Special Note for Weight Limits on Structure) across the structure as directed by the Engineer. The equipment must be centered on the structure and shall not exceed 68 tons.

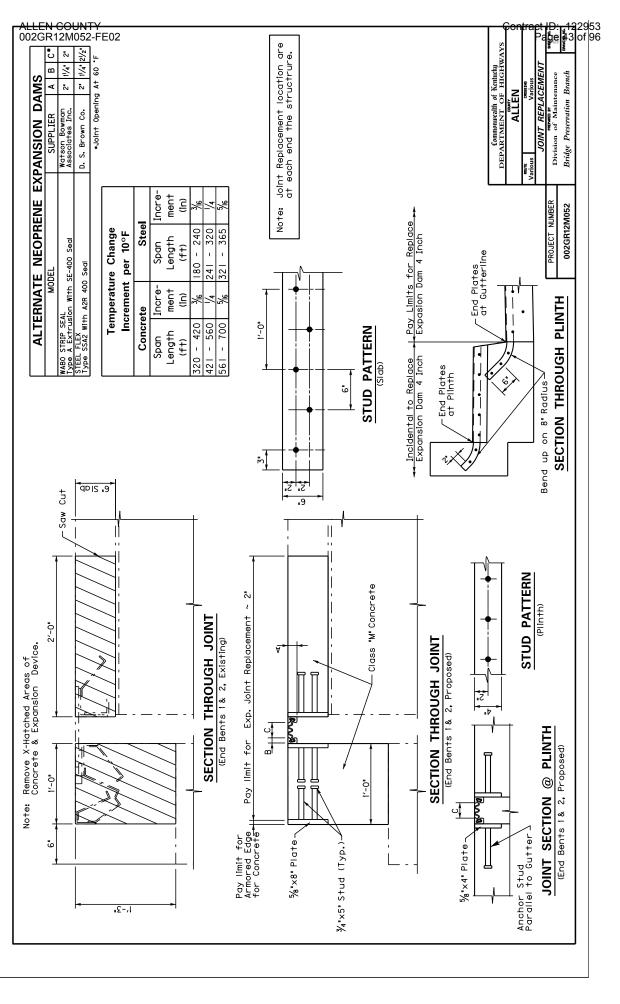
## FE02 002 0098 B00024N 8.80

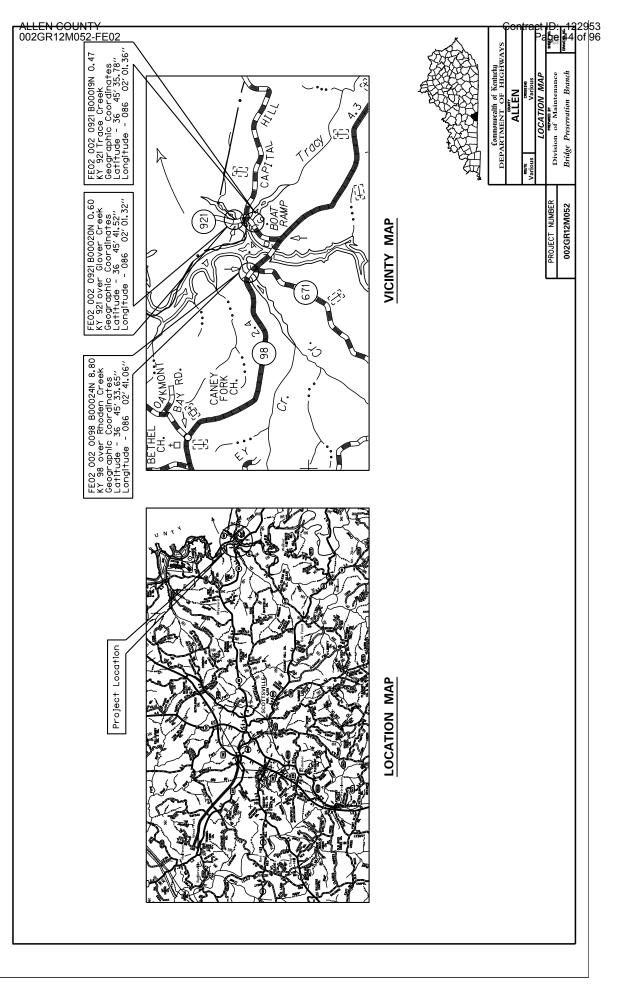
Maintain one usable 12 foot lane. Flagging or traffic signals shall be used. If traffic signals are used the Contractor shall use flagging to minimize impact on school bus traffic when school is in session. The Contractor shall be responsible for establishing the dates and times when school bus traffic will impact the job site. The Contractor will be permitted to briefly close the structure to traffic using flagging to move any equipment that exceeds the 33 ton weight limit (See Special Note for Weight Limits on Structure) across the structure as directed by the Engineer. The equipment must be centered on the structure and shall not exceed 66 tons.











MATERIAL SUMMARY CONTRACT ID: 122953

FE02 002 0098 B00024N PES NO: MB00200981201 BRIDGE CLEANING AND PAINTING IN ALLEN COUNTY KY 98 OVER RHODEN CREEK

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
		FE02 002 0098 B00024N		
0030	03298	EXPAN JOINT REPLACE 4 IN	48.00	$_{ m LF}$
		FE02 002 0098 B00024N		
0040	03299	ARMORED EDGE FOR CONCRETE	48.00	$_{ m LF}$
		FE02 002 0098 B00024N		
0050	08150	STEEL REINFORCEMENT	270.00	LB
		FE02 002 0098 B00024N		
0020	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
		FE02 002 0098 B00024N		
0070	08540	JOINT SEALING	120.00	LF
		FE02 002 0098 B00024N		
0060	22146EN	CONCRETE PATCHING REPAIR	45.00	SQFT
		FE02 002 0098 B00024N		
0800	02568	MOBILIZATION	1.00	LS
0090	02569	DEMOBILIZATION	1.00	LS

FE02 002 0921 B00019N PES NO: MB00209211201 BRIDGE CLEANING AND PAINTING IN ALLEN COUNTY KY 921 OVER TRACE CREEK

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02650	MAINTAIN & CONTROL TRAFFIC FE02 002 0921 B00019N	1.00	LS
0030	03298	EXPAN JOINT REPLACE 4 IN FE02 002 0921 B00019N	44.00	LF
0040	03299	ARMORED EDGE FOR CONCRETE FE02 002 0921 B00019N	44.00	LF
0050	08150	STEEL REINFORCEMENT FE02 002 0921 B00019N	270.00	LB
0020	08434	CLEAN & PAINT STRUCTURAL STEEL FE02 002 0921 B00019N	1.00	LS
0800	02568	MOBILIZATION	1.00	LS
0090	02569	DEMOBILIZATION	1.00	LS

FE02 002 0921 B00020N PES NO: MB00209211202 BRIDGE CLEANING AND PAINTING IN ALLEN COUNTY KY 921 OVER GLOVER CREEK

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
		FE02 002 0921 B00020N		
0030	03298	EXPAN JOINT REPLACE 4 IN	44.00	LF
		FE02 002 0921 B00020N		
0040	03299	ARMORED EDGE FOR CONCRETE	44.00	$_{ m LF}$
		FE02 002 0921 B00020N		
0050	08150	STEEL REINFORCEMENT	270.00	LB
		FE02 002 0921 B00020N		
0020	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
		FE02 002 0921 B00020N		
0800	02568	MOBILIZATION	1.00	LS
0090	02569	DEMOBILIZATION	1.00	LS

## 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.* 

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CLIDGECTION	101.02 All maiding						
SUBSECTION: REVISION:	101.02 Abbreviations.  Insert the following abbreviation and text into the section:						
112 (1510)	and the role wing week want and the section.						
	KEPSC Kentucky Erosion Prevention and Sediment Control						
SUBSECTION:	101.03 Definitions.						
REVISION:	Replace the definition for Specifications – <i>Special Provisions</i> with the following:						
	Additions and revisions to the Standard and Supplemental Specifications covering conditions						
	peculiar to an individual project.						
SUBSECTION: REVISION:	102.03 Contents of the Bid Proposal Form. Replace the first sentence of the first paragraph with the following:						
REVISION.	The Bid Proposal form will be available on the Department internet website						
	(http://transportation.ky.gov/contract/).						
	Delete the second account						
	Delete the second paragraph.						
	Delete the last paragraph.						
SUBSECTION:	102.04 Issuance of Bid Proposal Form.						
REVISION:	Replace Heading with the following:						
	102.04 Bidder Registration.						
	Replace the first sentence of the first paragraph with the following:						
	The Department reserves the right to disqualify or refuse to place a bidder on the eligible bidder's list for a project for any of the following reasons:						
	Replace the last sentence of the subsection with the following:						
	The Department will resume placing the bidder on the eligible bidder's list for projects after the bidder improves his operations to the satisfaction of the State Highway Engineer.						
SUBSECTION: REVISION:	102.06 Examination of Plans, Specifications, Special Provisions, Special Notes, and Site of Work. Replace the first paragraph with the following:						
	Examine the site of the proposed work, the Bid Proposal, Plans, specifications, contract forms, and bulletins and addendums posted to the Department's website and the Bid Express Bidding Service Website before submitting the Bid Proposal. The Department considers the submission of a Bid Proposal prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.						
SUBSECTION: REVISION:	102.07.01 General.  Replace the first sentence with the following:						
KEVISION:	replace the first sentence with the following.						
	Submit the Bid Proposal on forms furnished on the Bid Express Bidding Service website (www.bidx.com).						
	Replace the first sentence of the third paragraph with the following:						
	Bid proposals submitted shall use an eligible Digital ID issued by Bid Express.						

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GEIDGE CETAL	100 07 00 G					
SUBSECTION: REVISION:	102.07.02 Computer Bidding. Replace the first paragraph with the following:					
	Subsequent to registering for a specific project, use the Department's Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement ( <a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a> ). Download the bid file from the Bid Express Bidding Service Website to prepare a Bid Proposal for submission to the Department. Submit Bid Proposal electronically through Bid Express Bidding Service.					
	Delete the second and third paragraph.					
SUBSECTION: REVISION:	102.08 Irregular Bid Proposals.  Delete the following from the first paragraph: 4) fails to submit a disk created from the Highway Bid Program.					
	Replace the second paragraph with the following: The Department will consider Bid Proposals irregular and may reject them for the following reasons:					
	<ol> <li>when there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning; or</li> <li>when the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award; or</li> <li>any failure to comply with the provisions of Subsection 102.07; or</li> <li>Bid Proposals in which the Department determines that the prices are unbalanced; or when the sum of the total amount of the Bid Proposal under consideration exceeds the bidder's Current Capacity Rating.</li> </ol>					
SUBSECTION: REVISION:	102.09 Bid Proposal Guaranty. Insert the following after the first sentence:					
	Bid Proposals must have a bid proposal guaranty in the amount indicated in the bid proposal form accompany the submittal. A guaranty in the form of a paper bid bond, cashier's check, or certified check in an amount no less than the amount indicated on the submitted electronic bid is required when the electronic bid bond was not utilized with the Bid Express Bidding Service. Paper bid bonds must be delivered to the Division of Construction Procurement prior to the time of the letting.					
SUBSECTION: REVISION:	102.10 Delivery of Bid Proposals. Replace paragraph with the following:					
	Submit all Bid Proposals prior to the time specified in the Notice to Contractors. All bids shall be submitted electronically using Bid Express Bidding Services. Electronically submitted bids must be done in accordance with the requirements of the Bid Express Bidding Service.					
SUBSECTION: REVISION:	102.11 Withdrawal or Revision of Bid Proposals. Replace the paragraph with the following:					
	Bid Proposals can be withdrawn in accordance the requirements of the Bid Express Bidding Service prior to the time of the Letting.					

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SUBSECTION:	102.13 Public Opening of Bid Proposals.
REVISION:	Replace Heading with the following: 102.13 Public Announcement of Bid Proposals.
	102.13 I done Announcement of Bid I Toposais.
	Replace the paragraph with the following:
	The Department will publicly announce all Bid Proposals at the time indicated in the Notice to
	Contractors.
SUBSECTION:	103.02 Award of Contract.
REVISION:	Replace the first sentence of the third paragraph with the following:
	The Department will normally award the Contract within 10 working days after the date of
	receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all
	bidders for a period not to exceed 60 calendar days for final disposition of award.
CIDCECTION	105 00 Diagram d Washing Descriptor
SUBSECTION: REVISION:	105.02 Plans and Working Drawings. Insert the following after the fourth paragraph:
REVISION.	insert the following after the fourth paragraph.
	Submit electrical shop drawings, design data, and descriptive literature for materials in electronic
	format to the Division of Traffic Operations for approval. Drawings and literature shall be
	submitted for lighting and signal components. Notify the Engineer when submitting information to
	the Division of Traffic Operations. Do not begin work until shop drawings are approved.
	Submit shop drawings for traffic counting equipment and materials in electronic format to the
	Engineer or the Division of Planning. Notify the Engineer when submitting information directly to
	the Division of Planning. Do not begin work until shop drawings are reviewed and approved.
SUBSECTION:	105.03 Record Plans.
REVISION:	Replace the section with the following:
	Record Plans are those reproductions of the original Plans on which the accepted Bid Proposal was based and, and signed by a duly authorized representative of the Department. The Department will
	make these plans available for inspection in the Central Office at least 24 hours prior to the time of opening bids and up to the time of letting of a project or projects. The quantities appearing on the Record Plans are the same as those on which Bid Proposals are received. The Department will use these Record Plans as the controlling plans in the prosecution of the Contract. The Department will not make any changes on Record Plans subsequent to their issue unless done so by an approved contract modification. The Department will make 2 sets of Record Plans for each project, and will maintain one on file in the Central Office and one of file in the District Office. The Department will furnish the Contractor with the following: 1 full size, 2 half size and an electronic file copy of the Record Plans at the Pre-Construction conference.
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# **Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition**

(Effective with the July15, 2011 Letting)

## SUBSECTION: REVISION:

105.12 Final Inspection and Acceptance of Work.

Insert the following paragraphs after the first paragraph:

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

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

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

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

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

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

Replace Section 213 with Section 212.

Delete the fifth paragraph from the section.

## SUBSECTION: REVISION:

105.13 Claim Resolution Process.

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

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

Delete the last paragraph from the section.

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

(Effective with the July15, 2011 Letting)

## SUBSECTION: REVISION:

106.04 Buy America Requirement.

Replace the section with the following:

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

## SUBSECTION: REVISION:

106.10 Field Welder Certification Requirements.

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

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

## SUBSECTION: REVISION:

108.02 Progress Schedule.

Insert the following prior to the first paragraph:

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

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

Insert the following paragraph after paragraph two:

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

Insert the following paragraph after paragraph six:

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

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	Insert the following at the beginning of the first paragraph of A) Written Narrative.:
	Submit the Written Narrative Schedule using form TC 63-50 available at the Division of Construction's website ( <a href="http://www.transportation.ky.gov/construction/ResCenter/ResCenter.htm">http://www.transportation.ky.gov/construction/ResCenter/ResCenter.htm</a> ).
	Replace Part A) Written Narrative 1. And 2. with the following:
	<ol> <li>Provide a description that includes how the Contractor will sequence and stage the work, how the Contractor plans to maintain and control traffic being specific and detailed, and what equipment and crew sizes are planned to execute the work.</li> <li>Provide a list of project milestones including, if applicable, winter shut-downs, holidays, or special events. The Contractor shall describe how these milestones and other dates effect the prosecution of the work. Also, include start date and completion date milestones for the contract, each project if the contract entails multiple projects, each phase of work, site of work, or segment of work as divided in the project plans, proposal, or as subdivided by the Contractor.</li> </ol>
SUBSECTION: REVISION:	109.07.01 Liquid Asphalt. Add the following to the Adjustable Contract Items:  Stone Matrix Asphalt for Base Stone Matrix Asphalt for Surface
SUBSECTION: REVISION:	110.01 Mobilization. Replace paragraph three with the following:
	Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposals that are in excess of this amount down to 5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for Mobilization is less than 5 percent, or the Department will award the Contract for the adjusted bid amount of 5 percent when the amount bid for Mobilization is greater than 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.
SUBSECTION: REVISION:	110.02 Demobilization. Replace the third paragraph with the following:
	Bid an amount for Demobilization that is a minimum of \$1,000 or 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposal that is less than this amount up to \$1,000 or 1.5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the Department will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than the minimum of \$1,000 or less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.
SUBSECTION: REVISION:	110.04 Payment.  Insert the following paragraph following the demobilization payment schedule (4 <sup>th</sup> paragraph):
	The Department will withhold an amount equal to \$1,000 for demobilization, regardless of the schedule listed above. The \$1,000 withheld for demobilization will be paid when the final estimate is paid.

CLIDGECTION	11002016 17 67 6 4 1
SUBSECTION: REVISION:	112.03.01 General Traffic Control.  Replace paragraph three with the following:
	All flaggers shall be trained in current MUTCD flagging procedures. Proof of training must be available for review at the Department's request. Flagging credentials must be current within the last 5 years.
SUBSECTION:	112.03.11 Temporary Pavement Markings.
PART:	B) Placement and Removal of Temporary Striping.
REVISION:	Replace the 2 <sup>nd</sup> sentence of the first paragraph with the following:
	On interstates and parkways, and other roadways approved by the State Highway Engineer, install pavement striping that is 6 inches in width.
SUBSECTION: REVISION:	112.03.12 Project Traffic Coordinator (PTC). Add the following at the end of the subsection:
	After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.
SUBSECTION:	112.03.15 Non-Compliance of Maintain and Control of Traffic.
REVISION:	Add the following section:
	112.03.15 Non-Compliance of Maintain and Control of Traffic. It is the Contractor's responsibility to conform to the traffic control requirements in the TCP, Proposal, plan sheets, specifications, and the Manual on Uniform Traffic Control Devices.
	Unless specified elsewhere in the contract, a penalty will be assessed in the event of non-compliance with Maintain and Control of Traffic requirements. These penalties will be assessed when the Contractor fails to correct a situation or condition of non-compliance with the contract traffic control requirements after being notified by the Engineer. The calculation of accrued penalties for non-compliance will be based upon the date/time of notification by the Engineer.
	The amount of the penalty assessed for non-compliance will be determined based upon the work zone duration, as defined by the MUTCD, and will be the greatest of the different calculation methods indicated below:
	A) Long-term stationary work that occupies a location more than 3 days.
	Correct the non-compliant issue within 24 hours from initial notification by the Engineer. If the issue is not corrected within 24 hours from the initial notification, a penalty for non-compliance will be assessed on a daily basis beginning from the initial notification of non-compliance. The Contractor will be assessed a \$1,000 daily penalty or the amount equal to the contract liquidated damages in Section 108.09, whichever of the 2 is greater. The penalty for non-compliance will escalate as follows for continued non-compliance after the initial notification.
	3 Days after Notification \$1,500 daily penalty or 1.5 times the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.
	7 Days after Notification \$2,000 daily penalty or double the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.

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

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

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

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

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

#### SUBSECTION:

#### 206.03.02 Embankment

#### **REVISION:**

Replace the last paragraph with the following:

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

## SUBSECTION: REVISION:

213.03.03 Inspection and Maintenance.

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

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

Insert the following paragraph after the second paragraph:

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

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

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

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## SUBSECTION: REVISION:

401.03.01 Preparation of Mixtures.

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

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

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

## SUBSECTION: REVISION:

402.01 Description.

Replace the paragraph with the following:

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

## SUBSECTION REVISION:

402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval.

Add the following subsection:

402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval.

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

## SUBSECTION: REVISION:

402.05.02 Asphalt Mixtures and Mixtures With RAP.

Replace Subsection Title as below:

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

## SUBSECTION: REVISION:

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

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

SUBSECTION: PART: REVISION:	C) Conventional and RAP Mixtures Placed on Shoulders.					
	C) HMA, WMA and RAP Mixtures Placed on Shoulders or Placed as Asphalt Pavement Wedge.					
	<ol> <li>Placed monolithically with the Mainline – Width of 4 feet or less. The Department will pay as mainline mixture.</li> <li>Placed monolithically with the Mainline – Width of greater than 4 feet. The Department will pay as mainline mixture but use 1.00 for the Lane and Joint Density Pay Value for shoulder or Asphalt Pavement Wedge quantities.</li> <li>Placed Separately. The Department will use 1.00 for the Lane and Joint Density Pay Value.</li> </ol>					
SUBSECTION: PART:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.  D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.					
REVISION:	Replace the title with the following:					
	D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.					
	Delete the following:  D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. The Department will pay as mainline mixture but use a 1.00 pay value for all properties.					
SUBSECTION: PART:						
REVISION:	, ,					
	D) Asphalt Mixtures for Temporary Pavement.					
SUBSECTION: PART: TABLES: REVISION:	Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures VMA					
	VMA					
	Pay Value Deviation					
	From Minimum					
	0.95 0.1-0.5 below min.					
	0.90 0.6-1 0 below min. $(I)$ > 1.0 below min.					
SUBSECTION:						
PART:	Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures					
TABLES: REVISION:	VMA					
	VMA					
	Pay Value Deviation					
	From Minimum					
	1.00 ≥ min. VMA					
	0.95 0.1-0.5 below min. 0.90 0.6-1.0 below min.					
	(1) > 1.0 below min.					
	7 1.0 000 W IIIII.					

SUBSECTION:	402.05.02 Aspl	nalt Mixtures, I	HMA and WMA, In	cluding l	Mixtures	With RA	P.	
PART:	Lot Pay Adjustment Schedule, Compaction Option B Mixtures							
TABLE: REVISION:								
						-		
			V	MA				
			Pay Value		viation	1		
					Minimum	▋		
			1.00		n. VMA	4		
			0.95		0.5 bel w nin.			
			0.9		below min.			
			(2)	> 1.0 b	elow min.	_		
SUBSECTION:	403.03.03 Prep	aration of Mixt	ture.					
PART:	C) Mix Design	Criteria.						
NUMBER:	1) Preliminary			. 1 4 - 1 - 1	:41-416	- 11		
REVISION:	Replace the las	t two sentences	s of the paragraph ar	na tabie v	with the i	ollowing:		
	Complete the v	volumetric mix	design at the appr	opriate n	umber of	gyration	is as giv	en in the table
			of 20-year ESAL's as given in the bid					
	ranges as f		is given in the old	items for	Бирегри	ve mixta	res, and	20 year ESTE
					Numbe	er of Gyr	ations	]
		Class	ESAL's (millio	ons)	Number	N <sub>design</sub>	N <sub>max</sub>	
		2	< 3.0		6	50	75	
		3	3.0 to < 30.0	0	7	75	115	
SUBSECTION:	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$							
PART:	A) Leveling and Wedging.							
REVISION:	Replace the first	place the first sentence of the first paragraph with the following:						
	Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or							
	surface as the Engineer directs.							
CIDCECTION	403.03.09 Leveling and Wedging, and Scratch Course.							
SUBSECTION: PART:	B) Scratch Cou		ing, and Scratch Co	ourse.				
REVISION:	,		of the first paragraph	n with the	e followin	ıg:		
	Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.							
SUBSECTION:	407.01 DESCR	AIPTION.						
REVISION:	Replace the first	st sentence of the	he paragraph with the	ne follow	ring:			
	Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.							
	Constituet a pavement weage composed of a not-mixed of warm-mixed aspirant mixture.							
SUBSECTION:	409.01 DESCR	PIPTION						
REVISION:			he paragraph with th	ne follow	ing:			
	_		1 0 1		C	_		
	Use reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot							
	mix asphalt (HMA) or warm mix asphalt (WMA) provided mixture requirements are satisfied.							
SUBSECTION:	410.01 DESCRIPTION.							
REVISION:	Delete the seco	and sentence of	the paragraph.					

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SUBSECTION:	410.03.01 Corrective Work.			
REVISION:	Replace the last sentence of the paragraph with the following:			
	Provide a final surface comparable to the adjacent pavement that does not require corrective work			
	in respect to texture, appearance, and skid resistance.			
SUBSECTION:	410.03.02 Ride Quality.			
PART:	B) Requirements.			
NUMBER: REVISION:	1) Category A. Replace the last sentence of the first paragraph with the following:			
112 ( 1810) (				
	At the Department's discretion, a pay deduction of \$1200 per 0.1-lane-mile section may be applied in lieu of corrective work.			
SUBSECTION:	410.03.02 Ride Quality.			
PART: NUMBER:	B) Requirements. 2) Category B.			
REVISION:	Replace the second and third sentence of the first paragraph with the following:			
	When the IRI is greater than 90 for a 0.1-mile section, perform corrective work, or remove and			
	replace the pavement to achieve the specified IRI. At the Department's discretion, a pay deduction of \$750 per 0.1-lane-mile section may be applied in lieu of corrective work.			
SUBSECTION: REVISION:	410.05 PAYMENT. Add the following sentence to the end of the first paragraph:			
REVISION.				
	The sum of the pay value adjustments for ride quality shall not exceed \$0 for the project as a whole.			
SUBSECTION: REVISION:	413.05.02 CL3 SMA BASE 1.00D PG76-22.			
REVISION:	Insert the following sentence between the first and second sentence of the first paragraph:			
	The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.			
	• •			
SUBSECTION: TABLE:	413.05.02 CL3 SMA BASE 1.00D PG 76-22. JOINT DENSITY TABLE			
REVISION:	Replace the joint density table with the following:			
	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			
	< 91.0  or > 97.5			
SUBSECTION:	413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22.			
REVISION:	Insert the following sentence between the first and second sentence of the first paragraph:			
	The Department will calculate the Lot Pay Adjustment using all possible incentives and			
	disincentives but will not allow the overall pay value for a lot to exceed 1.00.			

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			i the July 13, 2011 L		
SUBSECTION:			A PG76-22 and CL3 SMA	SURF 0.38A PG76-22.	
TABLE: REVISION:	JOINT DENSIT	Y TABLE t density table wit	th the following:		
112 (1510)((	Tropiace the join	t density table wit	in the following.		
					,
			DENSITY		
		Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	
		1.05	95.0-96.5	92.0-96.0	
		1.00	93.0-94.9	90.0-91.9	
		0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	
		0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	
		0.75		< 88.0 or > 97.0	
		(1)	< 91.0 or > 97.5		
SUBSECTION:	501.05.02 Ride Quality.				
REVISION:	Add the following sentence to the end of the first paragraph:				
	The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.				a project es e
					s project as a
SUBSECTION:	505.03.04 Detectable Warnings.				
<b>REVISION:</b>	ON: Replace the first sentence with the following:				
	Install detectable	e warning pavers a	at all sidewalk ramps and o	on all commercial entrar	nces according to the
	Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according Standard Drawings.				Č
SUBSECTION:	505.04.04 Detec				
<b>REVISION:</b>	Replace the para	graph with the fo	llowing:		
	The Department	will measure the	quantity in square feet. A	ll retrofit applications fo	or maintenance
			of existing sidewalks to me		
			t associated with the remo		
		detectable warning the unless otherwise	ngs bid item or incidental t	o the bid item for the co	instruction of the
	concrete side was	ik diffess other wis	e noted.		
SUBSECTION:	505.05 PAYME				
<b>REVISION:</b>	Add the following	ng to the bid item	table:		
	Code	Pay Item	Pay Unit		
	23158ES505	Detectable W		t	
SUBSECTION:	509.01 DESCRI	DTION			
REVISION:		r 1101v. ond paragraph witl	h the following:		
			e of similar units that conf		
			Test Level 3 (TL-3) require Engineers approval prior		
			ions and locations typical		
			e NCHRP 350 TL-3 for Te	est 3 – 11 (pickup truck	impacting at 60 mph
	at a 25-degree ar	ngle.)			

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

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

SUBSECTION:	600 05 Paymont
REVISION:	609.05 Payment. Replace the Pay Unit for Joint Sealing with the following:
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	See Subsection 606.05.
SUBSECTION:	701.03.06 Initial Backfill.
<b>REVISION:</b>	Replace the first sentence of the last paragraph with the following:
	When the Contract and if its manifesta quality control testing to varify commention according to VM 64
	When the Contract specifies, perform quality control testing to verify compaction according to KM 64-512.
SUBSECTION:	701.03.08 Testing of Pipe.
REVISION:	Replace and rename the subsection with the following:
	701.03.08 Inspection of Pipe. The engineer will visually inspect all pipe. The Department will require camera/video inspection on a minimum of 50 percent of the linear feet of all installed pipe structures. Conduct camera/video inspection according to KM 64-114. The pipe to be installed under pavement will be selected first. If the total linear feet of pipe under pavement is less than 50 percent of the linear feet of all pipe installed, the Engineer will randomly select installations from the remaining pipe structures on the project to provide for the minimum inspection requirement. The pipe will be selected in complete runs (junction-junction or headwall-headwall) until the total linear feet of pipe to be inspected is at least 50 percent of the total linear feet of all installed pipe on the project.  Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible.  Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114.  Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Enginee
SUBSECTION:	701.04.07 Testing.
REVISION:	Replace and rename the subsection with the following:
	<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.

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SUBSECTION: 7 TABLE: H	701.05 PAYMENT PIPE DEFLECTION DETERMII	line Video Inspection	Linear Foot		
	PIPE DEFLECTION DETERMINED BY CAMERA TESTING Replace this table with the following table and note:  PIPE DEFLECTION				
		PIPE DEFLE	CTION		
	Amount of Deflection	(%)	Payment		
	0.0 to 5.0		100% of the Unit Bid Price		
	5.1 to 9.9		50% of the Unit Bid Price (1)		
	10 or greater		Remove and Replace		
'	(1) Provide Structural Analysi allowed to remain in place at the		Based on the structural analysis, pipe may be		
TABLE: HEVISION: I	701.05 PAYMENT PIPE DEFLECTION DETERMII Delete this table.	NED BY MANDREL	TESTING		
	713.02.01 Paint.				
REVISION:	Replace with the following:				
	Conform to Section 842 and Sect	ion 846.			
	713.03 CONSTRUCTION.				
REVISION:	Replace the first sentence of the s	econd paragraph with t	he following:		
	On interstates and parkways, and striping that is 6 inches in width.	other routes approved	by the State Highway Engineer, install pavement		
	713.03.03 Paint Application. Replace the second paragraph wit	h the following table:			
1	Material	Paint Application			
	4 inch waterborne paint	Min. of 16.5 gallon			
	6 inch waterborne paint	Min. of 24.8 gallons			
SUBSECTION: 7	6 inch durable waterborne paint 713.03.04 Marking Removal.	Min. of 36 gallons/r	mile Min. of 6 pounds/gallon		
	Replace the last sentence of the p	aragraph with the follo	wing:		
7	Vacuum all marking material and removal debris concurrently with the marking removal operation.				
SUBSECTION: 7	713.05 PAYMENT.				
REVISION:	Insert the following codes and page	y items below the Pave	ment Striping – Permanent Paint:		
	Code Pay Item		Pay Unit		
		orne Marking – 6 IN V			
		orne Marking – 6 IN Y			
2	24191ER Durable Waterb	orne Marking – 12 IN	W Linear Foot		

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

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SUBSECTION:	717.03.05 Proving Period.			
PART:	A) Requirements.			
REVISION:	Insert the following to this secti	on:		
	of failure due to blistering, exce pavement materials, drippings, of retroreflectivity, vehicular dama warranted by the manufacturer to adequately bonded to the surfact Subsection 714.03.06 A) 1), retr	oving period, ensure that the pavement marking material essive cracking, bleeding, staining, discoloration, oil conchipping, spalling, poor adhesion to the pavement, lost age, and normal wear. Type I Tape is manufactured of to meet certain retroreflective requirements. As long are and shows no signs of failure due to the other items to roreflectivity readings will not be required. In the absorbased on a nighttime visual observation.	ontent of the s of ff site and as the material is listed in	
SUBSECTION: REVISION:	717.03.06 Marking Removal. Replace the third sentence of the	e paragraph with the following:		
	Vacuum all marking material ar	nd removal debris concurrently with the marking remo	val operation.	
SUBSECTION: REVISION:	717.05 PAYMENT. Insert the following bid item code	des:		
	Code 06563 20782NS714 23251ES717, 23264ES717 23252ES717, 23265ES717 23253ES717 23254ES717 23255ES717 23268ES717-23270ES717 23256ES717 23256ES717 23266ES717 23266ES717	Pay Unit Pave Marking – R/R X Bucks 16 IN Pave Marking Thermo – Bike Pave Mark TY I Tape X-Walk, Size Pave Mark TY I Tape Stop Bar, Size Pave Mark TY I Tape Cross Hatch Pave Mark TY I Tape Dotted Lane Extension Pave Mark TY I Tape Arrow, Type  Pave Mark TY I Tape- ONLY Pave Mark TY I Tape- SCHOOL Pave Mark TY I Tape R/R X Bucks-16 IN Pave Mark TY I Tape-Bike	Pay Item Linear Foot Each Linear Foot Linear Foot Square Foot Linear Foot Each Each Linear Foot Each Linear Foot	
SUBSECTION: REVISION:	725.02.02 Type VI Class C & C Replace bullet 2) with the follo			
	miscellaneous metal w For the SCI100GM fer	m as developed by SCI Products, Inc. of St. Charles, I work conform to ASTM A 36 and galvanize according ander panels conform to AASHTO 180. Galvanize the II-beam connectors after fabrication according to AST	to ASTM A 123. SCI100GM fender	
SUBSECTION: REVISION:	<ul> <li>725.02.04 Type VII Class C.</li> <li>Replace bullet 2) with the following:</li> <li>2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123.</li> <li>For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM-beam connectors after fabrication according to ASTM A 123.</li> </ul>			
SUBSECTION:	801.01 REQUIREMENTS.			
REVISION:	Delete the fourth sentence of the	e first paragraph and add the following to the second p	oaragraph.	
		SO <sub>3</sub> content above the value in table I of ASTM C 150 ay expansion test data for the supplied SO <sub>3</sub> content on		

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

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

(Effective with the July15, 2011 Letting)

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

					S	IZES (	SIZES OF COARSE AGGREGATES	RSE A	GGREG	ATES							
	Sieve		Α	STNDOM	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT	AN EACH	H LABORAT	FORY SI	EVE (SQU.	ARE OPEN	INGS) PEI	₹CENTAGI	EBY WEI	THE			
Aggregate Size	Nominal <sup>(3)</sup> Maximum Aggregate Size	4 inch	3 1/2 inch	3 inch	2 1/2 inch	2 inch	1 1/2 inch	1 inch	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 100	No. 200
1	3 ½ inch	100	90-100		25-60		0-15		0-5								
2	2 1/2 inch			100	90-100	35-70	0-15		0-5								
23	2 inch			100		40-90		0-15		0-5							
3	2 inch				100	90-100	35-70	0-15		0-5							
357	2 inch				100	95-100		35-70		10-30		0-5					
4	1 1/2 inch					100	001-06	20-55	0-15		6-0						
467	1 1/2 inch					100	95-100		35-70		10-30	0-5					
5	1 inch						100	90-100	20-55	0-10	0-5						
57	1 inch						100	95-100		25-60		0-10	6-0				
610	1 inch						100	85-100		40-75		15-40					
67	3/4 inch							100	90-100		20-55	0-10	6-0				
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	6-0				
$10^{(2)}$	No. 4										100	85-100				10-30	
$11^{(2)}$	No. 4										100	40-90	10-40			0-5	
DENSE GRADED AGGREGATE (1)	3/4 inch							100	70-100		50-80	30-65			10-40		4-13
CRUSHED STONE BASE (I)	1 1/2 inch				100		90-100		60-95		30-70	15-55			5-20		0-8

3 2

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

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

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

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

#### Contract ID: 122953 Page 70 of 96

SUBSECTION: REVISION:	805.16 SAMPLING AND TESTING. Replace the "AASHTO T 160" method with the "KM 64-629" method for the Concrete Beam Expansion Test.
	Replace the "ASTM D 3042" method with the "KM 64-625" method for Insoluble Residue.
SUBSECTION: REVISION:	810.04.01 Coating Requirements. Replace the "Subsection 806.07" references with "Subsection 806.06"
SUBSECTION: PART: REVISION:	810.06.01 Polyvinyl Chloride (PVC) Pipe. B) Culvert and Entrance Pipe. Replace the title with the following: B) Culvert Pipe, Storm Sewer, and Entrance Pipe.
SUBSECTION: REVISION:	823.02 LIQUID MEMBRANE FORMING COMPOUNDS. Add the following:  Effective July 1, 2011, to remain on or be added to the Department's approved list, products must have completed testing or been submitted for testing through the National Transportation Product Evaluation Program (NTPEP) for Concrete Curing Compounds.
SUBSECTION: REVISION:	837.03 APPROVAL. Replace the last sentence with the following:  The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.
SUBSECTION: REVISION:	837.03.01 Composition.  COMPOSITION Table: Replace Lead Chromate with Heavy Metals Content  Comply with 40 CFR 261
SUBSECTION: TABLE: REVISION:	842.02 APPROVAL. PAINT COMPOSITION Revise the following in the table:  Replace the 2.0ΔE* values in the table with 4.0ΔE* for both Yellow and White Paint on both the Daytime and Nighttime Color Spectrophotometer.
SECTION: REVISION:	DIVISION 800 MATERIAL DETAILS Add the following section in Division 800  SECTION 846 – DURABLE WATERBORNE PAINT
	<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

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

(Effective with the July15, 2011 Letting)

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

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

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

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

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

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

Contract ID: 122953 Page 72 of 96

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

# **PART III**

# EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

ALLEN COUNTY 002GR12M052-FE02

# 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 administrating 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 workweek 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

ALLEN COUNTY 002GR12M052-FE02

#### Contract ID: 122953 Page 76 of 96

#### **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: <a href="https://www.eProcurement.ky.gov">https://www.eProcurement.ky.gov</a>.

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** or by phone at 502-564-2874.

General Decision Number: KY120127 02/10/2012 KY127

Superseded General Decision Number: KY20100214

State: Kentucky

Construction Type: Highway

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

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

Modification Number	r Publication Date
0	01/06/2012
1	01/13/2012
2	02/10/2012

BRIN0004-002 06/01/2011

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

F	Rates	Fringes
BRICKLAYER		
Ballard, Caldwell,		
Carlisle, Crittenden,		
Fulton, Graves, Hickman,		
Livingston, Lyon,		
Marshall, and McCracken		
Counties\$	24.11	10.30
Butler, Edmonson, Hopkins,		
Muhlenberg, and Ohio		
Counties\$	24.61	10.22
Daviess, Hancock,		
· · · · · · · · · · · · · · · · · · ·	28.47	12.78
Counties\$		

BRTN0004-005 05/01/2009

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

Rates Fringes

BRICKLAYER		1.83
CARP0357-002 07/01/2011		
	Rates	Fringes
CARPENTER  Diver  PILEDRIVERMAN	\$ 39.30	13.22 13.22 13.22
ELEC0369-006 06/01/2011		
BUTLER, EDMONSON, LOGAN,	TODD & WARREN COUNTI	ES:
	Rates	Fringes
ELECTRICIAN	\$ 29.27	13.33
ELEC0429-001 02/01/2010		
ALLEN & SIMPSON COUNTIES	:	
	Rates	Fringes
ELECTRICIAN	\$ 21.85	10.35
ELEC0816-002 06/01/2011		
BALLARD, CALDWELL, CALLOW FULTON (Except a 5 mile of HICKMAN, LIVINGSTON, LYON)	radius of City Hall i	n Fulton), GRAVES,
	Rates	Fringes
ELECTRICIAN	\$ 29.47	25.5%+5.35
Cable spicers receive \$.2	25 per hour additiona	1.
ELEC1701-003 06/01/2011		
DAVIESS, HANCOCK, HENDERS UNION & WEBSTER COUNTIES		MUHLENBERG, OHIO,
	Rates	Fringes
ELECTRICIAN	\$ 29.02	13.44
Cable spicers receive \$.2	25 per hour additiona	1.
ELEC1925-002 01/01/2012		
FULTON COUNTY (Up to a 5	mile radius of City	Hall in Fulton):
	Rates	Fringes
CABLE SPLICER		10.27 10.43

### ENGI0181-017 07/01/2011

	Rates	Fringes
Operating Engineer:		
GROUP 1	3 26.50	13.00
GROUP 2	3 24.08	13.00
GROUP 3	3 24.46	13.00
GROUP 4	3 23.82	13.00

#### OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);
Bituminous Mixer; Boom Type Tamping Machine; Bull Float;
Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;
Electric Vibrator; Compactor/Self-Propelled Compactor;
Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Conrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

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

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

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

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

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IRON0070-005 06/01/2011

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

Rates Fringes

Ironworkers:

Structural; Ornamental;
Reinforcing; Precast

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Concrete Erectors.....\$ 25.77

Powderly, South Carrollton, Tarina & Weir)

18.28

IRON0103-004 04/01/2011

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

BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);

CALDWELL COUNTY (Northeastern third, including the Township of Creswell);

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

Rates Fringes

Ironworkers:.....\$ 28.25 14.47

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IRON0492-003 05/01/2009

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES
BUTLER COUNTY (Southern third, including the Townships of
Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar
Grove & Woodbury);

CHRISTIAN COUNTY (Eastern two-thirds, including the Townships

of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);
EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);
MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

	Rates	Fringes
Ironworkers:	\$ 22.50	9.60
TDONO702 006 05 /01 /2011		

IRON0782-006 05/01/2011

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total		
contract cost of		
\$20,000,000.00 or above	\$ 26.00	17.42
All Other Work	\$ 24.66	16.29

LABO0189-005 07/01/2011

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

	F	Rates	Fringes
			_
Laborers:			
GROUP	1\$	20.38	11.28
GROUP	2\$	20.63	11.28
GROUP	3\$	20.68	11.28
GROUP	4\$	21.28	11.28

## LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;

Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

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

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

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

LABO0189-006 07/01/2011

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

	I	Rates	Fringes
Laborers:			
GROUP	1\$	21.51	10.15
GROUP	2\$	21.76	10.15
GROUP	3\$	21.81	10.15
GROUP	4\$	22.41	10.15

### LABORER CLASSIFICATIONS

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

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

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

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

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	F	Rates	Fringes
Laborers:			
GROUP	1\$	20.61	11.05
GROUP	2\$	20.86	11.05
GROUP	3\$	20.91	11.05
GROUP	4\$	21.51	11.05

### LABORER CLASSIFICATIONS

LABO0561-001 07/01/2011

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

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

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

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

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

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PAIN0032-002 05/01/2010

#### BALLARD COUNTY

	Rates	Fringes
Painters: BridgesAll Other Work	•	13.95 13.95
Spray, Blast, Steam, High & Abatement) and All Epoxy - \$		cluding Lead
PAIN0118-003 05/01/2010		

#### EDMONSON COUNTY:

	Rates	Fringes	
Painters: Brush & Roller	\$ 18.50	10.30	
Spray, Sandblast, Power Tools, Waterblast & Steam	·	20.00	
Cleaning	\$ 19.50 	10.30	

PAIN0156-006 04/01/2010

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

	1	Rates	Fringes
Painters:			
BRIDGES			
GROUP	1\$	25.60	10.05
GROUP	2\$	25.85	10.05
GROUP	3\$	26.60	10.05
GROUP	4\$	27.60	10.05
ALL OTE	HER WORK:		
GROUP	1\$	25.60	11.30
GROUP	2\$	25.85	11.30

GROUP	3\$	26.60	11.30
GROUP	4\$	27.60	11.30

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

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

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PAIN0456-003 07/01/2011

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

1	Rates	Fringes
Painters:		
BRIDGES		
Brush & Roller\$	22.55	9.65
Spray; Sandblast; Power		
Tools; Waterblast & Steam		
Cleaning\$	23.55	9.65
ALL OTHER WORK		
Brush & Roller\$	17.55	9.65
Spray; Sandblast; Power		
Tools; Waterblast & Steam		
Cleaning\$	18.55	9.65

ALL OTHER WORK - HIGH TIME PAY

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

100 feet and over - \$2.00 above base wage

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

PAIN0500-002 07/01/2011

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

	Rates	Fringes
Painters:		
Bridges\$	25.25	11.55
All Other Work\$	19.00	11.55

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

DITEM 0104 000 0F /01 /0011

PLUM0184-002 07/01/2011

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

	Rates	Fringes
Plumber; Steamfitter	.\$ 31.45	13.99
PLUM0502-004 08/01/2011		

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes	
Plumber; Steamfitter	\$ 31.00	16.13	
PLUM0633-002 07/01/2011			

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

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 29.22	12.65

<sup>\*</sup> TEAM0089-003 03/27/2011

Zone 1: ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON, & WARREN COUNTIES

Zone 2: BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, TODD, & TRIGG COUNTIES
Zone 3: DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, & WEBSTER COUNTIES

I	Rates	Fringes
Truck drivers:		
ALLEN, BUTLER, EDMONSON,		
LOGAN, SIMPSON & WARREN		
COUNTIES:		
Group 1\$	19.04	12.02
Group 2\$	19.37	12.02
Group 3\$		12.02
Group 4\$		12.02
Group 5\$	19.50	12.02
Zone 1:		
Group 1\$	19.38	7.30+A
Group 2\$		7.30+A
Group 3\$		7.30+A
Group 4\$		7.30+A
Zone 2:		
Group 1\$	26.09	A
Group 2\$		A

Group 3\$	26.89	A
Group 4\$	27.40	A
Group 5\$	27.39	A
Zone 3:		
Group 1\$	20.93	7.30+A
Group 2\$	21.16	7.30+A
Group 3\$	21.23	7.30+A
Group 4\$	21.24	7.30+A

#### A - \$246.70 per week

#### TRUCK DRIVER CLASSIFICATIONS FOR ZONE 1:

#### GROUP 1 - Greaser; Tire Changer

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

## GROUP 3 - Mixer All Types

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

#### TRUCK DRIVER CLASSIFICATIONS FOR ZONE 2:

GROUP 1 - Greaser; Tire Changer

#### GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 4 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5 - Mixer All Types

#### TRUCK DRIVER CLASSIFICATIONS FOR ZONE 3:

GROUP 1 - Greaser, Tire Changer

### GROUP 2 - Truck Mechanic

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

GROUP 4 - Euclid and Other Heavy Earth moving Equipment; Lowboy; Articulator Cat; 5 Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

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

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

\_\_\_\_\_

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

Union Identifiers

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

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

Non-Union Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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

These rates are listed pursuant to the Kentucky Determination No. CR-11-I-HWY dated August 04, 2011.

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

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

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

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

## TO: EMPLOYERS/EMPLOYEES

# **PREVAILING WAGE SCHEDULE:**

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

## **OVERTIME:**

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

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

# **PART IV**

# **INSURANCE**

### Contract ID: 122953 Page 94 of 96

### **INSURANCE**

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

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

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

# PART V

# **BID ITEMS**

ALLEN COUNTY 002GR12M052-FE02

### KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS FRANKFORT, KY 40622

Contract ID: 122953 Page 96 of 96

CONTRACT ID: 122953

COUNTY: ALLEN

PROPOSAL: 002GR12M052-FE02

PAGE: 1 LETTING: 04/20/12

CALL NO: 410

LINE NO	ITEM 	DESCRIPTION	APPROXIMATE UNIT   QUANTITY	UNIT   PRICE	AMOUNT
	SECTION 0001	BRIDGES			
0010	02650	MAINTAIN & CONTROL TRAFFIC FE02 002 0098 B00024N	( 1.00) LS	 	
0020	02650 	MAINTAIN & CONTROL TRAFFIC FE02 002 0921 B00019N	( 1.00) LS	 	
0030	02650	MAINTAIN & CONTROL TRAFFIC FE02 002 0921 B00020N	( 1.00) LS		
0040	03298	EXPAN JOINT REPLACE 4 IN FE02 002 0098 B00024N	48.000 LF		
0050	03298 	EXPAN JOINT REPLACE 4 IN FE02 002 0921 B00019N	44.000 LF   	   	
0060	03298	EXPAN JOINT REPLACE 4 IN FE02 002 0921 B00020N	44.000 LF		
0070	03299 	ARMORED EDGE FOR CONCRETE FE02 002 0098 B00024N	48.000 LF		
0800	03299 	ARMORED EDGE FOR CONCRETE FE02 002 0921 B00019N	44.000 LF   	   	
0090	03299 	ARMORED EDGE FOR CONCRETE FE02 002 0921 B00020N	44.000 LF   		
0100	08150 	STEEL REINFORCEMENT FE02 002 0098 B00024N	270.000 LB		
0110	08150 	STEEL REINFORCEMENT FE02 002 0921 B00019N	270.000 LB   	   	
0120	08150 	STEEL REINFORCEMENT FE02 002 0921 B00020N	270.000 LB   	   	
0130	08434	CLEAN & PAINT STRUCTURAL STEEL FE02 002 0098 B00024N	( 1.00) LS		
0140	08434	CLEAN & PAINT STRUCTURAL STEEL FE02 002 0921 B00019N	( 1.00) LS	 	
0150	08434	CLEAN & PAINT STRUCTURAL STEEL FE02 002 0921 B00020N	( 1.00) LS	 	
0160	08540	JOINT SEALING FE02 002 0098 B00024N	120.000 LF		
0170	22146EN	CONCRETE PATCHING REPAIR FE02 002 0098 B00024N	45.000 SQFT		
	SECTION 0002	DEMOB			
0180	02568	MOBILIZATION (NO MORE THAN 5%)	LUMP		
0190	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID	   		