



CALL NO. 100

CONTRACT ID. 114013

CLARK COUNTY

FED/STATE PROJECT NUMBER HSIP 3000 (739)

DESCRIPTION PARIS-WINCHESTER ROAD (KY 627)

WORK TYPE CULVERT REPLACEMENT

PRIMARY COMPLETION DATE 9/1/2011

LETTING DATE: June 17, 2011

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME June 17, 2011. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

DBE CERTIFICATION REQUIRED - 10.70%

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

TABLE OF CONTENTS

PART I	SCOPE OF WORK <ul style="list-style-type: none">• PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES• CONTRACT NOTES• FEDERAL CONTRACT NOTES• SURFACING AREAS• ASPHALT MIXTURE• DGA BASE• DGA BASE FOR SHOULDERS• INCIDENTAL SURFACING• OPTION B• SPECIAL NOTE(S) APPLICABLE TO PROJECT• WASTE AND BORROWED SITES• COORDINATION OF WORK WITH OTHER CONTRACTS• DOUBLE ASPHALT SEAL COAT• EDGE KEY• GUARDRAIL• PRIME• TYPICAL SECTION DIMENSIONS• TRAFFIC CONTROL PLAN• CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES• RIGHT OF WAY NOTES• UTILITY CLEARANCE• SKETCH MAP(S)• TYPICAL SECTION(S)• DETAIL SHEET(S)• GUARDRAIL DELIVERY VERIFICATION SHEET
PART II	SPECIFICATIONS AND STANDARD DRAWINGS <ul style="list-style-type: none">• SPECIFICATIONS REFERENCE• SUPPLEMENTAL SPECIFICATIONS• [SN-1I] PORTABLE CHANGEABLE SIGNS• [SN-10Z] EXCAVATION AND EMBANKMENT• STANDARD DRAWINGS THAT APPLY• DELINEATORS FOR GUARDRAIL• WOVEN WIRE FENCE TYPE 1
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS <ul style="list-style-type: none">• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273• NONDISCRIMINATION OF EMPLOYEES• EXECUTIVE BRANCH CODE OF ETHICS• PROJECT WAGE RATES• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO
PART IV	INSURANCE
PART V	BID ITEMS

PART I
SCOPE OF WORK

CONTRACT ID - 114013

ADMINISTRATIVE DISTRICT - 07

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - CLARK
HSIP 3000 (739)

PCN - 0702506271101

PARIS-WINCHESTER ROAD (KY 627) 0.356 MILES NORTH OF PRETTY RUN ROAD (MP 13.700) EXTENDING
NORTH TO 0.056 MILES NORTH OF PRETTY RUN ROAD (MP 13.900), A DISTANCE OF 0.20 MILES.
CULVERT REPLACEMENT.

GEOGRAPHIC COORDINATES LATITUDE 38^04'35" LONGITUDE 84^10'27"

AVERAGE DAILY TRAFFIC - 3230 AVERAGE MAINLINE WIDTH - 24.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - September 01, 2011
APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

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.

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

04/28/2011

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

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

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

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

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

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

Photocopied payments and completed form to be submitted to:

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

06/29/2009

**Kentucky Transportation Cabinet
General DBE Participation Plan***

06/13/2005

Letting Date: _____

Contract ID Number _____

Project Number: _____

Designated DBE Goal % _____

Prime Contractor _____

DBE Company Name _____

Address _____

City, State, Zip _____

Federal Tax ID _____

Type of DBE Work: (all applicable)
Supplier _____ Subcontractor _____ Manufacturer _____

Engineering _____

Other _____

Itemized work to be performed by DBE Company:

Supplier 60% Y/N	Item Number	Description of Participation Item	Unit of Measure	Quantity to be Performed by DBE	DBE Unit Price **	Dollar Amount (based on DBE)
					Total This DBE	
					Total Bid	
					% Credited toward Goal, this DBE	
						Total other Page

**Note: 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment

Total This DBE _____
Total Bid _____
% Credited toward Goal, this DBE _____

Prime Contractor's Signature: _____ Title: _____ Date: _____
DBE Participant Signature: _____ Title: _____ Date: _____

*This form must be completed for each DBE participant

KYTC
DBE Payments

updated 2/28/08

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

Comments:

attach copy of check here

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

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

ASPHALT MIXTURE

The rate of application for all asphalt mixtures shall be estimated at 110 lbs/sy per inch of depth, unless otherwise noted.

DGA BASE

The rate of application for DGA Base shall be estimated at 115 lbs/sy per inch of depth.

DGA BASE FOR SHOULDERS

The rate of application shall be estimated at 115 lbs/sy per inch of depth. Payment for necessary grading and/or shaping of existing shoulders prior to placing of Dense Graded Aggregate Base shall be included in the unit price bid per ton for Dense Graded Aggregate Base.

INCIDENTAL SURFACING

The quantities established in the proposal include estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, and road and street approaches. These items are to be paved to the limits as shown on Standard Drawing RPM 110 or to the limits as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, the paving of the crossroads shall be to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. These areas are to be surfaced or resurfaced as directed by the Engineer and no direct payment will be allowed for placing and compacting.

OPTION B

The Contractor is advised that the compaction of asphalt mixtures furnished to this project will be accepted by OPTION B in accordance with Section 402 and Section 403 of the current Standard Specification.

SPECIAL NOTES FOR CULVERT REPLACEMENT

I. DESCRIPTION

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

- (1) Site preparation;
- (2) Removal of existing culvert;
- (2) Designing and Constructing Precast Concrete Arch Culvert and footing;
- (3) excavation, backfill, and embankments;
- (4) Restoring roadway, pavement, and shoulders;
- (5) Constructing guardrail and end treatments;
- (6) Maintaining and controlling traffic;
- and (7) any other work as specified by this contract.

II. MATERIALS

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

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

B. Erosion Control. See Special Notes for Erosion Control Plan.

C. Embankment. Use Granular Embankment meeting the requirements of Section 805.10; however, natural or manufactured sand will not be allowed. Obtain the Engineer's approval of gradation prior to use.

D. Culvert. Furnish precast concrete 3 sided Precast Concrete Arch Culvert (no alternate) 12' Span x 6' Rise, 0° Skew, 28' long with reinforced concrete footers and precast wing walls, end walls, and headwalls. Provide for the structure to be designed by the manufacturer for an HS25 loading arrived at by increasing the standard HS20-44 truck and lane loads as specified in the AASHTO Specifications by 25% with a design fill cover height of 3'-5". Provide special design wing walls with 45 degree angles and headwalls and curbs designed to accommodate Railing System Type II (Standard Drawing BDP-005-003). Concrete footings shall extend 1' into bedrock. Concrete placed above bedrock and below the bottom of the designed footing shall be measured and paid as Mass Concrete. Approximate elevations of bedrock are shown on the profile sheet. Excavation of the footings shall be included in Site Preparation.

Use concrete in accordance Section 601 and the detail drawings. Obtain the Engineer's approval of any substitution prior to fabrication.

Culvert Replacement Page 2 of 7

The plans in the proposal are preliminary only. Prior to fabrication, submit to the Engineer and obtain approval of the manufacturer's shop drawings for the footings, Precast Concrete Arch Culvert, and Guardrail Railing System Type II prepared by a Professional Engineer licensed in Kentucky. Include with each shipment of the precast sections and accessories a certification that all material furnished complies with the applicable specifications and these special notes.

E. Culvert Backfill. Use flowable fill for culvert backfill, no alternate. Outside the culvert trench use Granular Embankment meeting the requirements of Section 805.10; however, natural or manufactured sand will not be allowed. Obtain the Engineer's approval of gradation prior to use.

F. Channel Lining. Use Class II Channel Lining.

G. Guardrail. Use Railing System Type II, modified as needed for attachment to the manufacturer's headwall design. See Special Notes for Guardrail for requirements for approach guardrail.

H. Surfacing and Shoulder Materials. Use DGA (do not furnish Crushed Stone Base in lieu of DGA) with Class 2 Asphalt Base 1.00D PG64-22 and Class 2 Asphalt Surface 0.38D PG64-22.

III. CONSTRUCTION METHODS

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

B. Erosion Control. See Special Notes for Erosion Control.

C. Site Preparation. Be responsible for all site preparation, including, but not limited to: clearing and grubbing; tree and stump removal; structure, common and solid rock excavation; embankment in place; removal of obstructions, or any other items; disposal of materials, waste, and debris; temporary fencing to provide positive barrier to adjacent property owners livestock; cleaning inlet and outlet ditches; restoration, clean up, and final dressing. Limit clearing and grubbing to the absolute minimum required to construct the culvert, roadway approaches, and guardrail. Remove the 30" Hackberry tree as shown on the detail drawing. Obtain the Engineer's prior approval before removing any additional trees. Perform all site preparation only as approved or directed by the Engineer.

Prior to excavation and culvert removal, saw cut pavement to a neat edge and remove the existing culvert. Obtain the Engineer's approval of the trench width prior to saw cutting pavement. Close the road during the approved period allowed by the Traffic Control Plan and remove the existing culvert. Provide positive drainage of slopes and ditches at all times

Culvert Replacement

Page 3 of 7

during and upon completion of construction. Waste all removed materials at sites off the right of way obtained by the Contractor at no additional cost to the Department (See Special Note for Waste and Borrow). Perform all excavation and removal of existing structure only as approved or directed by the Engineer.

Without regard to the materials encountered, all roadway, drainage, and special excavation shall be unclassified. It shall be distinctly understood that any reference to rock, earth, or any other material on the plans or cross sections, whether in numbers or words, letters, or lines, is solely for the Department's information and is not to be taken as an indication of classified excavation or the quantity of either rock, earth, or any other material involved. The bidder must draw his own conclusions as to the conditions to be encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the materials encountered are not in accord with the classification shown.

D. Excavation and Removal of Existing Structure. Be responsible for all excavation (structure, common, rock, and unclassified) required for foundation preparation, toe walls, and all other excavation required by the work.. Completely remove the existing culvert, including masonry (stone and/or concrete) retaining walls. Excavate rock in channel as required to allow for construction of foundation and installation of culvert with the designed minimum fill cover height. Provide positive drainage of slopes and ditches at all times during and upon completion of construction. Waste all excavation at sites off the right of way obtained by the Contractor at no additional cost to the Department (see Special Note for waste and Borrow). Perform all excavation only as approved or directed by the Engineer.

E. Culvert. Be responsible for field layout and survey of the proposed culvert. Remove structure excavation to solid rock and construct culvert on reinforced concrete footings prepared according to the manufacturers approved design. Construct headwalls, wing walls, end walls, and toe walls according to the manufacturer's approved design or as directed by the Engineer. Obtain the Engineer's approval of the final centerline, flow line, length, skew, and each wing wall alignment prior to backfilling. Provide for the manufacturer's technical representative to be available during construction of the footings, culvert, and backfill, and as requested by the Engineer. Provide positive drainage upon completion of the project. Backfill to subgrade elevation with flowable fill. Construct Railing System Type II on the Precast Concrete Arch Culvert.

F. Embankments. Construct granular embankment. Warp finished slopes to match existing slopes and ditches. Provide positive drainage of slopes and ditches at all times during and upon completion of construction.

G. Channel Lining. Place Class II Channel Lining to protect wing walls and slopes as directed by the Engineer. In addition to the requirements of section 703, additional hand placement may be required.

Culvert Replacement Page 4 of 7

H. Pavement and Shoulder Restoration. After the flowable fill and embankments are completed, establish crown and final grade lines and construct DGA base and asphalt base as shown on the typical section. Seal the base with leveling and wedging and reopen the road to through traffic. Correct settlement with additional leveling and wedging as directed by the Engineer. Do not place final surface course until a minimum of 7 calendar days after road is reopened to traffic. When the Engineer determines the base is sufficiently stabilized, construct edge keys and place final surface course.

I. Guardrail. See Special Notes for Guardrail.

J. Final Dressing and Clean Up. After all work is completed, completely remove all waste and debris from the construction worksite. Backfill all excavated areas and compact as directed by the Engineer. Perform Class A Final Dressing on all disturbed areas, both on and off the right of way. Sow all disturbed earthen areas according to the Special Notes for Erosion Control.

K. On-Site Inspection. Make a thorough inspection of the site prior to submitting bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made. The Department will not consider any claims resulting from site conditions.

L. Right-of-Way Limits. The Department has not determined exact Right-of-Way limits; Right-of-Way limits shown on the drawings are approximate only. Limit work activities and operations to obvious Right-of-Way, Permanent or Temporary Easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for encroachments onto private lands.

M. Utilities. Work around and do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Working days will not be charged for those days on which work on the controlling item is delayed, as provided in the Specifications. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work, however, the requirement in the Traffic Control Plan that road closures will not be allowed on days that Clark County Schools are in regular session will not be waived.

N. Restoration. Be responsible for all damage to public and/or private property resulting from the work. Restore entrance adjacent to structure. Remove and replace all disturbed fences. Restore all damaged features in like kind materials and design.

Culvert Replacement
Page 5 of 7

O. Disposal of Waste. Dispose of all removed stone masonry, concrete and reinforcing steel, pavement, debris, excess excavation, and other waste off the right-of-way at sites obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow).

P. Caution. Consider the information shown on the plans and the type of work listed herein as approximate only and do not take the information as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw his own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for if the conditions encountered are not in accordance with the information shown.

Q. Control. Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor and design modifications proposed by the Contractor or Manufacturer prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction of and within the limits of, or adjacent to, the project. Conduct work activities and operations in cooperation with such other parties so that interference with such other work will be reduced to a minimum. The Department will consider submission of a bid as Contractor's agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

R. Staking. See Special Note for Staking.

IV. METHOD OF MEASUREMENT

The Department will measure for payment only the bid items listed. All other items required to complete the construction shall be incidental to the bid items listed.

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

B. Erosion Control. See Special Notes for Erosion Control.

C. Site Preparation. The Department will measure Site Preparation as one lump sum.

Culvert Replacement Page 6 of 7

D. Precast Concrete Arch Culvert. The department will measured the Precast Concrete Arch Culvert in linear feet along the culvert centerline less joint allowances. The Department will not measure culvert design or furnishing the manufacturer's technical representative for separate payment, but shall be incidental to the Precast Concrete Arch Culvert.

E. Flowable Fill. The Department will not measure Flowable Fill for separate payment, but shall be incidental to the Precast Concrete Arch Culvert.

F. Channel Lining Class II. The Department will measure Channel Lining Class II in tons.

G. Railing System Type II. The Department will measure the portion of the railing system attached to the culvert as Guardrail - Steel W Beam - Single face BR (Modified) as shown on Standard Drawing BHS-007-05. See Special Notes for Guardrail for method of measurement of the remainder of the guardrail system.

G. Guardrail. See Special Notes for Guardrail.

V. BASIS OF PAYMENT

The Department will make payment only for the bid items listed. All other items required to complete the construction shall be incidental to the bid items listed.

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

B. Erosion Control. See special Note for Erosion Control.

C. Precast Concrete Arch Culvert. Accept payment at the contract unit price per linear foot as full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified in these notes and the Standard Specifications for culvert design, furnishing and installing the culvert, wing walls, end walls, head walls and curb, toe walls, flowable fill backfill, and furnishing the manufacturer's technical representative.

D. Site Preparation. Accept payment at the contract lump sum unit price as full compensation for all materials, equipment, labor, and incidentals, including, but not limited to clearing and grubbing; tree and stump removal; structure, common and solid rock excavation; embankment in place and granular embankment; removal of obstructions or any other items; disposal of materials, waste, and debris; temporary fencing to provide positive barrier to adjacent property owners livestock; cleaning inlet and outlet ditches; restoration, cleanup and final dressing.

Culvert Replacement
Page 7 of 7

E. Guardrail - Steel W Beam - Single face BR (Modified). Accept Payment at the contract unit price as full compensation for all labor, materials, equipment, and incidentals for designing, furnishing, and constructing the Bridge Railing System Type II attached to the Precast Concrete Arch Culvert, and clean up and disposal of all waste. See Special Notes for Guardrail for basis of payment for the remainder of the guardrail system.

Special Note for Typical Section and Embankment in Place

Bid item Embankment in Place shall include furnishing material suitable to the engineer to construct embankment between Station 1+30 and 4+20 the project to provide a 2:1 or flatter slope and shall be constructed to the dimensions shown on the typical section or as directed by the engineer. Existing shoulder shall be removed in this area and asphalt base placed to the depth and width shown on the typical section. Other areas within the project and beyond these stations, construct asphalt surface overlay.

Special Note for Rock Fence

Unless otherwise directed by the engineer, do not disturb the existing rock fence on the project.

Special Note for Fence Woven Wire Type 1

Existing fence from left station 2+00 to left station 4+50 shall be removed and replaced. Fence will be measured and paid as Fence Woven Wire Type 1.

SPECIAL NOTES FOR EROSION CONTROL PLAN

I. DESCRIPTION

Except as specified herein, perform all erosion control work in accordance with the Department's 2008 Standard Specifications and current editions of applicable Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings. Section references are to the Standard Specifications. This work shall consist of:

- (1) Prepare Best Management Practices plan (BMP) tailored to suit the specific construction phasing for the project in accordance with Section 213; (2) Prepare the project site for construction, including the installation of temporary and/or permanent water pollution control measures as required by the BMP prior to beginning any other work on the project; (2) Clearing and grubbing and removal of all obstructions as required for construction; (3) Install and inspect all erosion control devices in accordance with Standard Specifications; (4) Maintain all erosion control devices in accordance with Section 213.03.03; (5) Install additional erosion control devices as required by the BMP or construction phasing, or as directed by the Engineer; (6) Perform temporary seeding of disturbed areas where feasible; (7) Remove and dispose of accumulated silt and debris as required and remove all erosion control devices when no longer needed unless directed otherwise by the Engineer; (8) Restore all disturbed areas as nearly as possible to their original condition; (9) Prepare and permanently seed all disturbed areas; and (10) Any other work as specified by this contract or as directed by the Engineer to prevent erosion.

II. MATERIALS AND DESIGN

Except as specified herein, furnish materials in accordance with the Department's 2008 Standard Specifications and current editions of applicable Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings. All materials shall be sampled and tested in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

Use Seed Mixture No. III meeting the requirements of Section 212.03.03 for all permanent seeding and protection.

III. CONSTRUCTION METHODS

Be advised, these Erosion Control Plan Notes do NOT constitute a BMP plan for the project. Prepare a specific BMP plan for the project jointly with the Engineer in accordance with Section 213 and the supplemental specifications. Each BMP will be unique depending on existing conditions at the project site, the type of work to be performed, the construction phasing, and the techniques utilized by the Contractor to complete the work, as approved by the Engineer. The quantity of erosion prevention and sediment control measures required on the project depend entirely on the Contractor's methods for completing the required construction.

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads required to complete all construction. Preserve existing vegetation if not required to be removed by the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, and other erosion control measures in a timely manner and as approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any disturbance within a drainage area. Size silt control devices to retain a volume of 3,600 cubic feet per acre of disturbed area as a minimum. Compute the volume necessary to control sediment during each phase of construction. Remove sediment from silt traps whenever they become ½ full (at the most). As directed by the Engineer, maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated. Properly dispose of all materials trapped by erosion control devices at sites approved by the Engineer.

As work progresses, add or remove erosion control measures as required by project phasing and the BMP. Update the volume calculations and modify the BMP as necessary throughout the duration of the project. Ensure that an updated BMP is kept on site and available for public inspection throughout the life of the project.

After all construction is completed, completely remove all erosion control devices and debris from the construction site, unless otherwise directed by the Engineer. Grade the remaining exposed earth (both on and off the Right-of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seedbeds in accordance with Section 212 and sow all disturbed areas with Seed Mixture No. III.

IV. METHOD OF MEASUREMENT

Only the bid items listed in the proposal will be measured for payment. All other items required to complete the work shall be incidental to the listed items.

Erosion Control. Contrary to the Standard Specifications, the Department will measure all work performed for developing, inspecting, maintaining, and removing erosion control items as well as all work performed for preparing, updating, and maintaining a BMP as a lump sum bid item for Erosion Control.

V. Basis of Payment

Erosion Control. Payment at the contract unit price per lump sum shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified in these notes and the 2008 Standard and Supplemental Specifications, applicable Special Provisions and Special Notes, and Standard and Sepia Drawings. Item descriptions deemed incidental to this pay item shall include, but are not limited to: Temporary Mulch, Silt Trap Type "A", Clean Silt Trap Type "A", Silt Trap Type "B", Clean Silt Trap Type "B", Silt Trap Type "C", Clean Silt Trap Type "C", Sedimentation Basin, Clean Sedimentation Basin, Temporary Silt Fence, Clean Temporary Silt Fence, Temporary Ditch, Erosion Control Blanket, Temporary Seeding and Protection, Seeding and Protection, Special Seeding Crown Vetch, and Topdressing Fertilizer. The Department will consider payment as full compensation for all work required by this Note. No direct payment will be made other than for the bid item listed here.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

01/01/2009

COORDINATION OF WORK WITH OTHER CONTRACTS

The Contractor is advised there may be an active project adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 coordination.contractors
01/01/2009

SPECIAL NOTE FOR DOUBLE ASPHALT SEAL COAT

The rate of application for the first course is 3.2 lbs/sy of asphalt seal coat and 30 lbs/sy of size #78 seal aggregate. The rate of application for the second course is 2.8 lbs/sy for asphalt seal coat and 20 lbs/sy of size #9M seal aggregate. The Engineer may adjust the rate of application as conditions warrant. Use RS-2 or RS-2C asphalt material that is compatible with the seal aggregate.

Use caution in applying liquid asphalt material to avoid over spray getting on curbs, gutter, barrier walls, bridges, guardrail, and other roadway appurtenances.

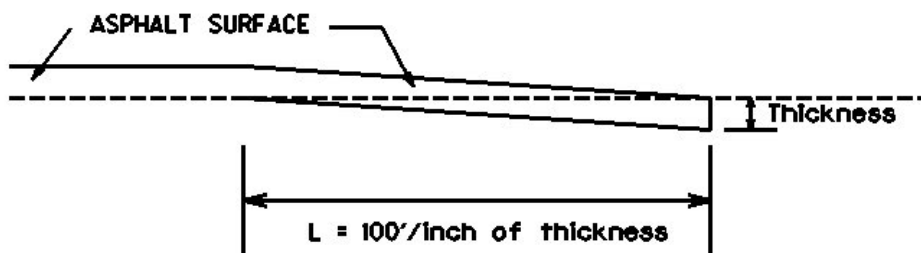
Any surface preparation required prior to applying seal shall be incidental to “Asphalt Material for Asphalt Seal Coat”.

1-3215 shoulderormainlinedoublesealnote
01/01/2009

SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, bridge ends, and at intersections with ramps, as applicable. Cut out the existing asphalt surface to the required depth and width shown on the attached drawing. Heel new surface into the existing surface. The Department will measure the Edge Key as the width of the pavement perpendicular to the centerline at the joint in linear feet. The Department will pay for this work at the **contract unit price per linear foot**, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

EDGE KEY



Thickness = 1.0 Inches

L = 100 LF

L = Length of Edge Key

1-3310 edgekeypaidbylinearfeet
01/01/2009

SPECIAL NOTES FOR GUARDRAIL

I. DESCRIPTION

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

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

II. MATERIALS

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

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

III. CONSTRUCTION METHODS

- A. **Maintain and Control Traffic.** See Traffic Control Plan.
- B. **Site Preparation.** Prepare the shoulder for the guardrail installation, which includes regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; filling voids left as the result of removing existing guardrail and guard posts with dry sand; removal of all obstructions or any other items; excavation and embankment; temporary pollution and erosion control; disposal of waste materials; final dressing and cleanup; and seeding and protection. All site preparation shall be as approved or directed by the engineer.

C. Remove existing Guardrail system, including Concrete Posts and Existing Guardrail End Treatments. Remove existing guardrail system including the guardrail end treatments, Bridge End connectors and all other elements of the existing guardrail system as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way.

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

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

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

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

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

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

G. Right of Way Limits. The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit his activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. The Contractor shall be responsible for all encroachments onto private lands.

H. Disposal of Waste. Dispose of all removed concrete, debris, and other waste as per Section 204.03.08. The Department will incur no cost to obtain the disposal sites. The Department will NOT make direct payment for disposal of waste and debris from the project.

I. Final Dressing, Seeding and Protection, and Clean Up. Apply final dressing, class A to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with Seed Mixture No. 1. The Department will NOT make direct payment for final dressing, seeding and protection, and clean up.

IV. METHOD OF MEASUREMENT

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

B. Site preparation. Site preparation will not be measured for payment but shall be incidental to the bid item "Guardrail, Single Face".

C. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will NOT MEASURE for payment the operations shown here. These include Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item "Guardrail, Single Face".

V. BASIS OF PAYMENT

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

B. Site Preparation. Payment for site preparation shall be not paid directly. Site Preparation will be incidental to the bid item "Guardrail, Single Face".

C. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will NOT pay as per applicable sections for the following operations: Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item "Guardrail, Single Face."

SPECIAL NOTE FOR PRIME

Apply Asphalt Material for Tack for prime at a rate of 1 lb/sy of undiluted asphalt residue. If an acceptable prime coat is not consistently achieved, the Engineer may require dilution with an equal amount of water and application of the diluted material at the rate of 2 lbs/sy. All other provisions of Section 406 of the current Standard Specifications.

1-3715 primeinitialtreatment
01/01/2009

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

The dimensions shown on the typical sections for pavement and shoulder widths and thickness' are nominal or typical dimensions. The actual dimensions to be constructed may be varied to fit existing conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened unless specified elsewhere in the Proposal.

1-3725 typical section
01/01/2009

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

Except as specified herein, maintain and control traffic in accordance with the 2008 Standard Specifications and current editions of applicable Supplemental Specifications, Special Notes and Special Provisions, and Standard and Sepia Drawings. Protect pedestrian and bicycle traffic as directed by the Engineer. Except for the roadway and traffic control bid items listed, the Department will measure and pay for all items of work necessary to maintain and control traffic at the lump sum contract bid price to "Maintain and Control Traffic".

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition, at the beginning of the work and maintained in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

Close KY 627 to through traffic for removal of the existing culvert and construction of the precast bridge culverts units subject to the following conditions:

1. The Department will allow a single road closure, not to exceed 9½ calendar days, beginning 6:00 p.m. Friday through 6:00 a.m. Monday the week following. Select a period between June 1 and August 7, 2011 and submit to the Engineer for approval a minimum of fourteen (14) calendar days prior to proposed closure. The Engineer will not approve a road closure on any day that Clark County schools are in regular session.
2. The Department will provide public notification. Notify the Engineer immediately and obtain approval of any deviations from the previously approved closure schedule.
3. The Contractor shall be responsible for road closure barricades and signs; work zone and pavement condition signs as shown on the Standard Drawings; advance warning signs and detour signs as shown on the summaries; additional signs as directed by the Engineer; Changeable Message Signs.
4. The Contractor will not be required to provide continuous access to single family, duplex, or triplex residential properties or farms during working hours; however, provide reasonable egress and ingress to each such property when actual operations are not in progress at that location. The time during which a residential entrance is blocked shall be the minimum length of time required for actual operations, shall not be extended for the Contractor's convenience, and in no case shall exceed six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

Traffic Control Plan
Page 2 of 5

5. Provide access to side streets and roads, schools, churches, commercial properties and apartments or apartment complexes of four or more units at all times.
6. The Department will measure and pay at the Contract unit bid prices for DGA and asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, no direct payment will be allowed for temporary pipe, excavation, and/or embankment needed. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

If blasting is required, perform blasting only when the road is closed to through traffic. Halt local traffic, blast, clean the existing pavement, and return local traffic to normal operation subject to the following conditions:

1. Halt all traffic at a safe distance, as determined by the Engineer, on either side of the impending explosion.
2. Halt local traffic for a maximum of 15 minutes per hour to allow the execution of the "shot" and removal of rock fragments and debris. The Engineer will not allow blasting between the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m., Monday-Friday nor 6:00 a.m. to Noon Sunday.
3. Have suitable equipment at the site and in a running mode for the purpose of cleaning the existing pavement.
4. Immediately after any blast, inspect the pavement for any debris that may be a hazard to traffic prior to allowing traffic to proceed. Return traffic to normal operation in the least amount of time possible.

When the culvert, backfill, and asphalt base course have been constructed, reopen KY 627 to through traffic. Reopen KY 627 no later than August 7, 2011.

When KY 627 is not closed to through traffic, maintain alternating one way traffic as required for active operations during working hours; maintain one lane of traffic in each direction during non-working hours. Provide a clear lane width of 9 feet; however, make provisions for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

Maintain lane closures only during hours of actual operations. Reduce Lane closures to a shoulder closure, or remove as appropriate, when active operations do not require a lane closure. The Engineer may designate days and hours when lane closures will not be allowed.

The Engineer will permit shoulder closures during non-working hours; however do not park equipment or store materials on a closed shoulder during non-working hours.

Traffic Control Plan
Page 3 of 5

After the road is reopened, during periods when lane closures or shoulder closures are not in place, do not allow obstructions of any kind. Remove all construction equipment and vehicles from the work zone to an area behind existing guardrail or beyond the clear zone, remove or cover all inappropriate signs, and place all channelization devices behind the ditch line or at other locations approved by the Engineer. Do not leave equipment, vehicles, or other items on shoulders.

LANE CLOSURES

When the road is open to through traffic, do not leave lane closures in place during non-working hours.

SIGNS

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

BARRICADES

Barricades used in lieu of barrels and cones for channelization or delineation will be incidental to Maintain and Control Traffic according to Section 112.04.01. Barricades used to protect pavement removal areas and to close the road will be bid as each according to Section 112.04.05.

TRAFFIC COORDINATOR

Furnish a Project Traffic Coordinator as per Section 112.03.12 for an unclassified project. The Traffic Coordinator shall provide for inspection of the project maintenance of traffic a minimum of once every two hours during the Contractor's operations and at any time a lane or road closure is in place. Provide the project personnel with access on the project to a radio or telephone to be used in case of emergencies or accidents.

CHANGEABLE MESSAGE SIGNS

On the Sunday twelve (12) calendar days prior to road closure, provide four (4) Changeable Message Signs in the vicinity of the work site at locations designated by the Engineer. After the road is closed relocate the Changeable Message Signs to locations designated by the Engineer. Note that the designated locations may be some distance from the project site including locations in Bourbon and Montgomery Counties. The Engineer will designate the message(s) to be displayed. Operate the Changeable Message Signs at all times. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours.

The Department will measure for payment the maximum number of changeable message signs in concurrent use at the same time on a single day on all sections of the contract. Individual Changeable Message Signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged Changeable Message Signs directed by the Engineer to be replaced due to poor condition or readability will not be measured for payment. Changeable Message Signs will remain the property of the Contractor after construction is complete.

PAVEMENT MARKINGS

Coordinate the installation of all temporary and permanent striping with the Engineer and the District TEBM for Traffic Operations. If there is a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course.

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

1. Temporary or Permanent striping shall be in place before a lane is opened to traffic; and.
2. If the Contractor's operations or phasing requires temporary markings that must be subsequently removed from the final surface course, an approved removable lane tape shall be used; however, removable lane tape will not be measured for separate payment, but shall be measured and paid as temporary striping.

PAVEMENT EDGE DROP-OFFS

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

Traffic Control Plan
Page 5 of 5

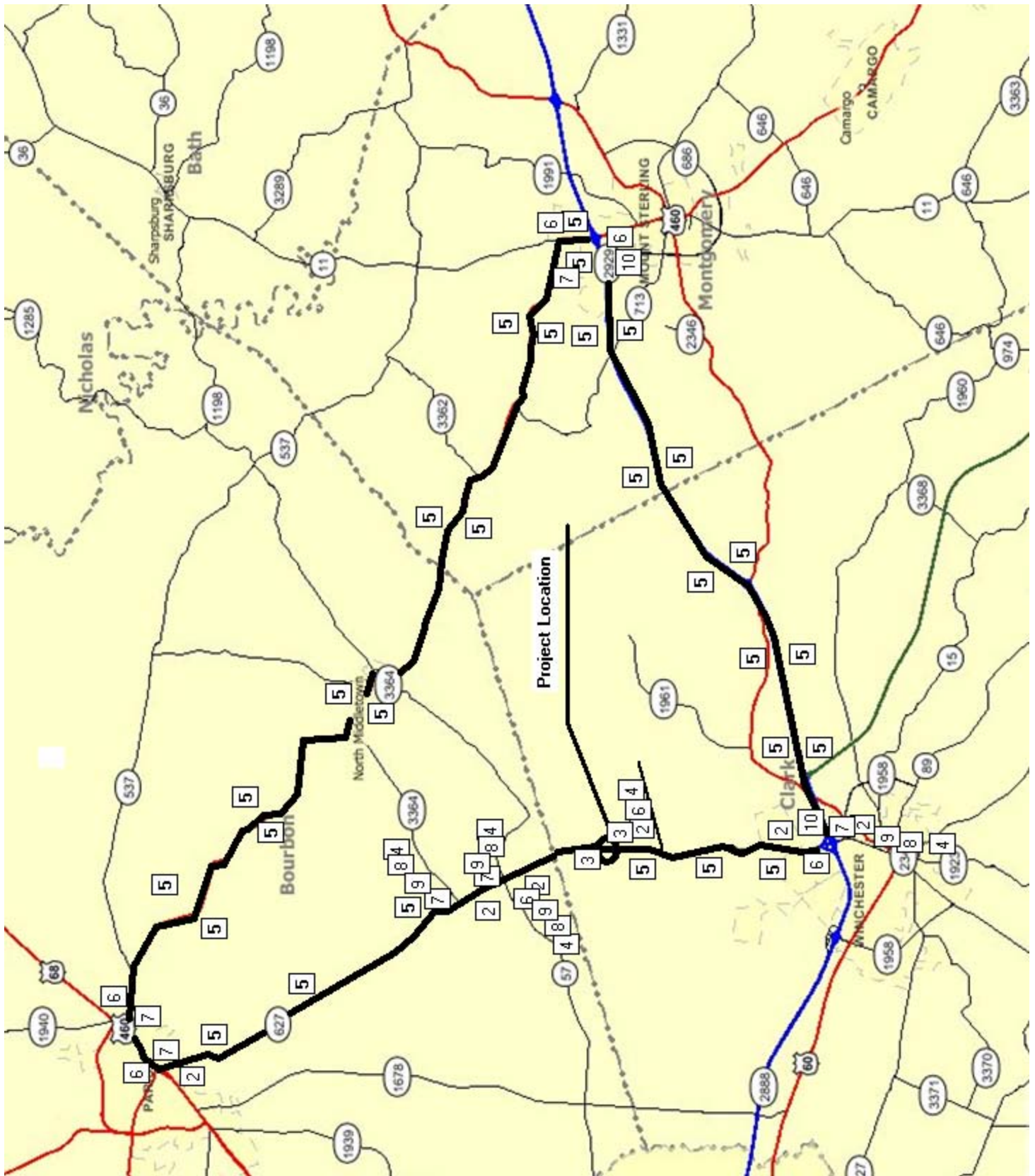
Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

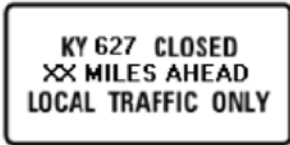
Less than 2" - No protection required.

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

Culvert Pipe Trench – Close road and Place Type III barricades in front of open trench facing oncoming traffic in both directions.

Pedestrians – Protect pedestrian traffic as directed by the engineer.





(60" x 30")

2



R11-2
(48" x 30")

(black & white)



M4-8
(24" x 12")
(orange)



M4-8
(24" x 12")
(orange)



M4-8
(24" x 12")
(orange)



M4-8
(24" x 12")
(orange)

Place preceding
setup 6

Place preceding
setup 7



M4-8
(24" x 12")
(orange)



M4-8
(24" x 12")
(orange)



MI-4
(24" x 24")



MI-4
(24" x 24")



MI-4
(24" x 24")



MI-4
(24" x 24")



M3-1
(24" x 12")



MI-4
(24" x 24")



MI-4
(24" x 24")



M6-1
(21" x 15")



M6-1
(21" x 15")



M6-1
(21" x 15")



M6-1
(21" x 15")



11



12

5

7

6

10



W20-2
(36" x 36")

(orange & black)

4



W20-2
(36" x 36")

(orange & black)

8



W20-2
(36" x 36")

(orange & black)

9

SPECIAL NOTES FOR COMPLETION DATE & LIQUIDATED DAMAGES

The overall completion date for the contract is September 1, 2011; however, remove the existing culvert and install and backfill the new culvert, restore the pavement through the asphalt base course, install guardrail and reopen KY 627 to through traffic no later than August 7, 2011. In addition to the Liquidated Damages specified in Section 108.09, Liquidated Damages in the amount of \$2,000.00 per calendar day will be assessed for each calendar day or part of a day KY 627 remains closed to through traffic after August 7, 2011.

In addition to the requirements of Section 108.09, Liquidated Damages in the amount of \$1,000 per day will be assessed for each calendar day or part of a calendar day a road closure for culvert replacement remains in place beyond the 9 ½ calendar days allowed by the Traffic Control Plan or during other days prohibited by the Engineer.

Contrary to section 108.09, Liquidated damages will be assessed for the months of December through March.

Contrary to Section 108.09, Liquidated Damages will be assessed regardless of whether seasonal limitations prohibit the Contractor from performing work on the controlling operation.

All liquidated damages will be applied accumulatively. All other applicable portions of Section 108 apply.

Right-of-Way Certification Form

Revised 2/22/11

Federal Funded
 State Funded

Original
 Re-Certification

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Major projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under Conditions No. 2 or 3 outlined elsewhere in this form. When Condition No. 2 or 3 apply, KYTC shall resubmit this ROW Certification prior to construction contract Award. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: March 30, 2011

Project Name: Culvert Replacement

Letting Date: Fiscal Year 2011

Project #: 8199103C

County: Clark

Item #: _____

Federal #: _____

Description of Project: KY 627 - Culvert Replacement

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

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

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

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

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

- Condition 2.** Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

Note 1: The KYTC shall re-submit a right-of-way certification form for this project prior to AWARD of **all** Federal-Aid construction contracts. Award must not to be made until after KYTC has obtained full legal possession and fair market value for all parcels has been paid or deposited with the court and FHWA has concurred in the re-submitted right-of-way certification.

Right-of-Way Certification Form

Revised 2/22/11

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

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

Approved:	<u>JEFF RAY</u> Printed Name	 Signature	Right-of-Way Supervisor
Approved:	<u>Keith M. Donald</u> Printed Name	 Signature	KYTC, Director of ROW & Utilities
Approved:	_____ Printed Name	_____ Signature	FHWA, ROW Officer (when applicable)

SPECIAL NOTES FOR UTILITY CLEARANCE IMPACT ON CONSTRUCTION

CLARK COUNTY KY 627 13.7-13.9 Culvert Replacement

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

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

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

COORDINATION WITH UTILITY FACILITY OWNERS

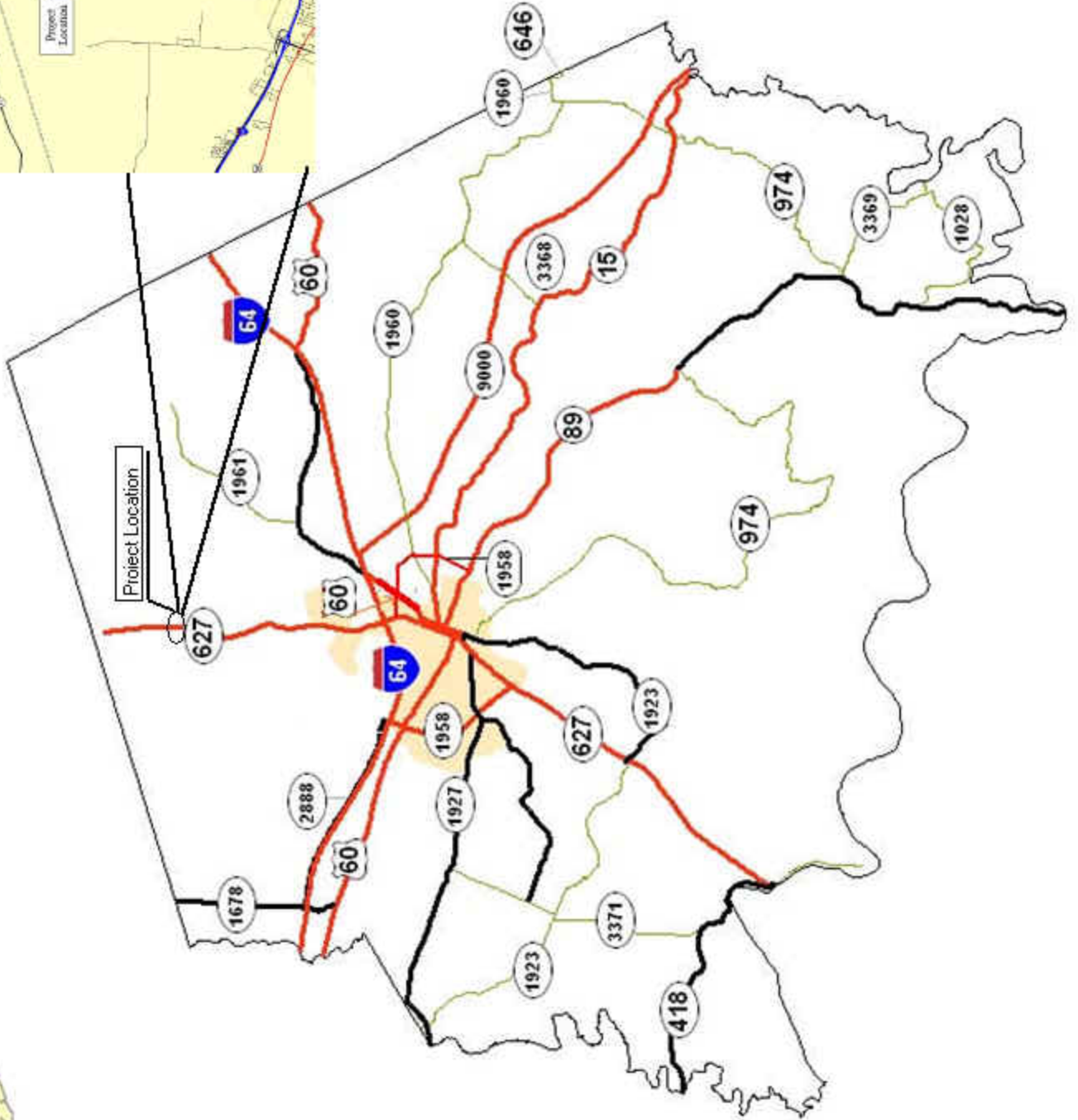
The Contractor will be responsible for contacting all utility facility owners on the subject project to have existing facilities located in the field. The Contractor will coordinate his activities with the utility facility owners to minimize and, where possible, avoid conflicts with utility facilities.

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

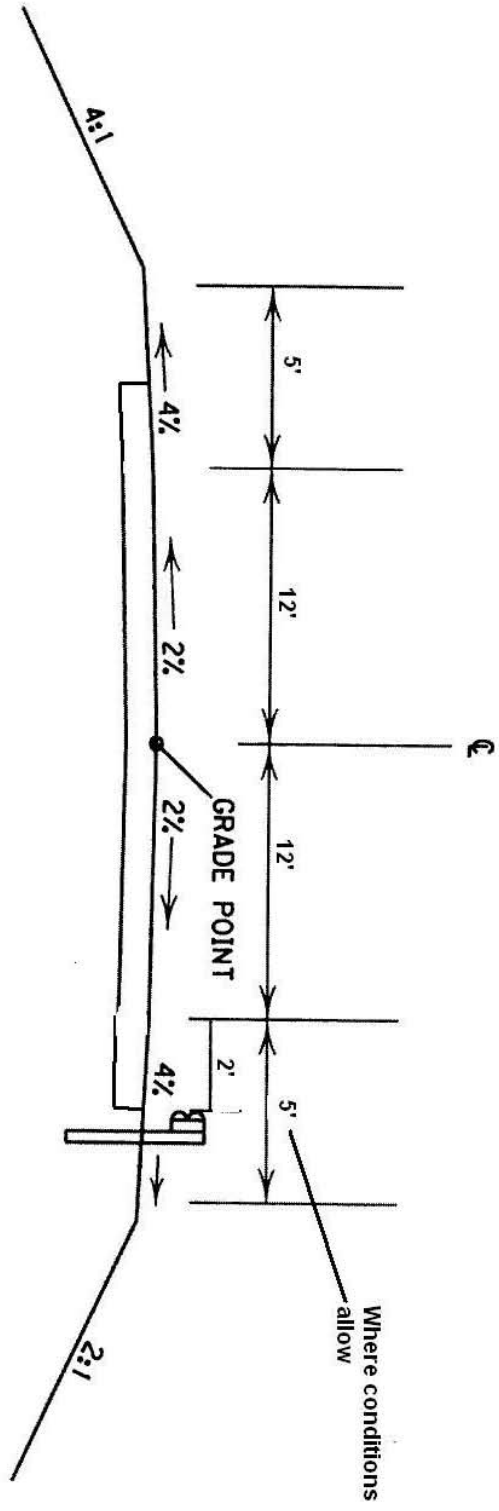
PROTECTION OF UTILITY FACILITIES

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

DEPARTMENT OF HIGHWAYS
MAP OF
CLARK COUNTY



TYPICAL SECTION & DETAIL SHEET



- ① 1" CLASS 2 ASPHALT SURFACE 0.38 D PLY 64-22
- ② 12" CLASS 2 ASPHALT BASE 1.0 D PLY 64-22
- ③ 4" DGA

①	ASPHALT SURFACE	①	ASPHALT SURFACE
②	12" CLASS 2 ASPHALT BASE 1.0 D PLY 64-22	②	EXISTING PAVEMENT
③	4" DGA	③	EXIST. BASE

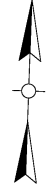
EDGE KEY DETAIL

GENERAL NOTES

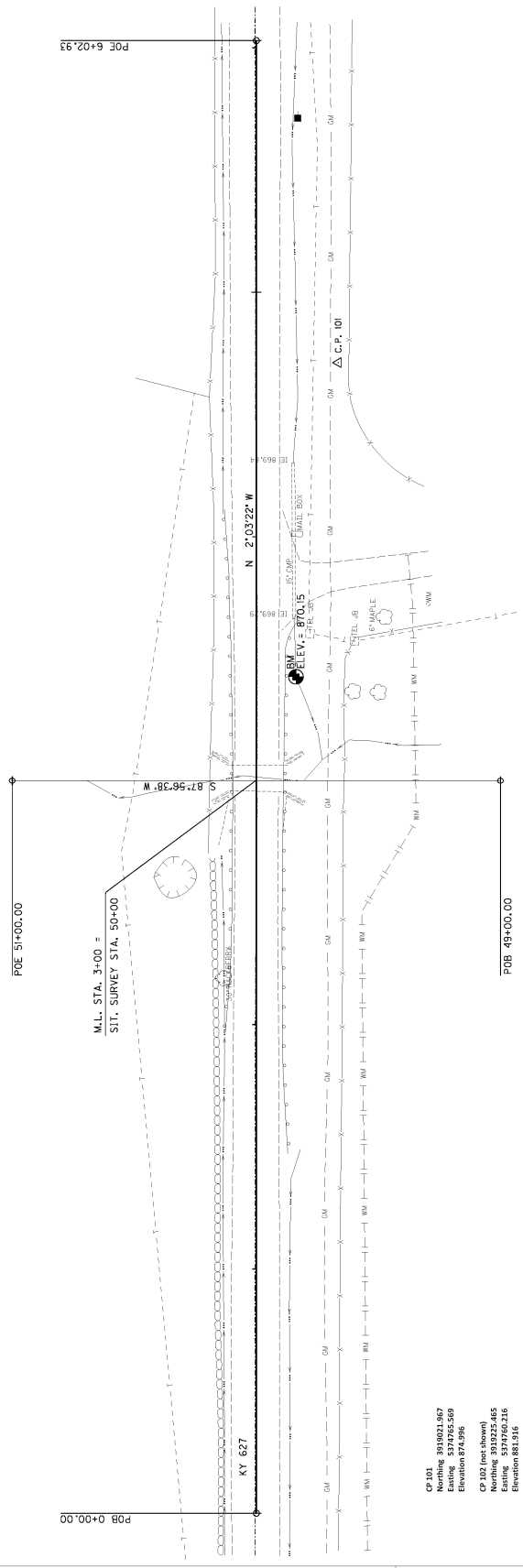
1. This culvert has been designed for general site conditions. The contractor shall be responsible for the structure's suitability to the existing site conditions and for the hydraulic evaluation – including scour and confirmation of soil conditions.
2. Prior to construction, contractor must verify all elevations shown through the engineer.
3. Alternate structures must be on the KYTC Approved list for 3-sided culverts.
4. The culvert manufacturer shall provide onsite installation support while the culvert is being constructed
5. Dimensions and elevations shown are approximate and intended to convey enough information to develop detail structural drawings and bidding documents. If contractor desires to modify this layout, no payment adjustments will be allowed.
6. If a listed alternate is used, crown elevations, span widths, and waterway area must be equal to or greater than the minimum crown elevations shown here. If modifications to the layout due to selection of an alternate structure are required, no payment adjustments will be allowed.
7. All work to construct the 3-sided culvert is paid for under the bid items "Precast Concrete Arch Culvert" and "Site Preparation". This includes labor and materials to construct foundations, culvert sections, wing walls, parapet walls (also referred to as head walls), joint sealing, and structure drainage appurtenances. Contrary to Section 603 of the KYTC Standard Specifications, "Structure Excavation Solid Rock" will not be measured for payment but shall be incidentally to "Site Preparation".
8. All designs submitted for consideration must be performed and stamped by a qualified Professional Engineer licensed to practice in the state of Kentucky.
9. All foundation designs must be in accordance with the appropriate project geotechnical investigation.
10. The manufacturer or supplier must provide six copies of detailed shop drawings for final approval for use on this project. Backfill requirements and any specifications that are contrary to KYTC Standard Specifications should be supplied as well. Include one set of structural design calculations for review and archival purposes. This information will be submitted to the Division of Construction. Allow 2 weeks to review of this material.

COUNTY OF	ITEM NO.	SHEET NO.
CLARK	HSIP	1/3

5+00



0+00



OP 101
Northing 3919021.967
Easting 5374765.569
Elevation 874.276

OP 102 (not shown)
Northing 39225.465
Easting 5374765.569
Elevation 883.916

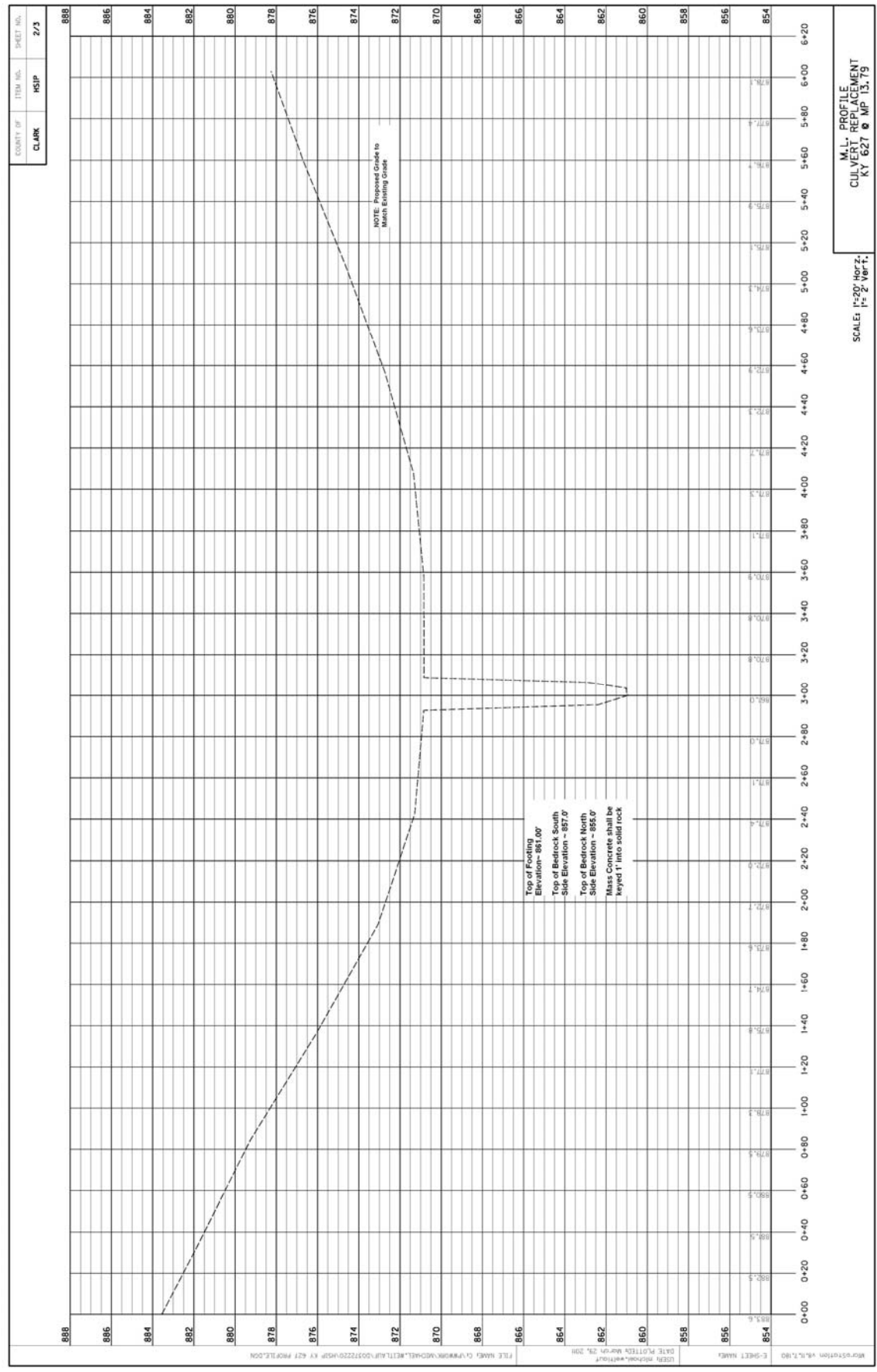
CL Station 0+00
Northing 3918549.843
Easting 5374768.920

CL Station 6+02.93
Northing 3919152.388
Easting 5374772.288



CULVERT REPLACEMENT
KY 627 @ MP 13.79

SCALE: 1"=20'



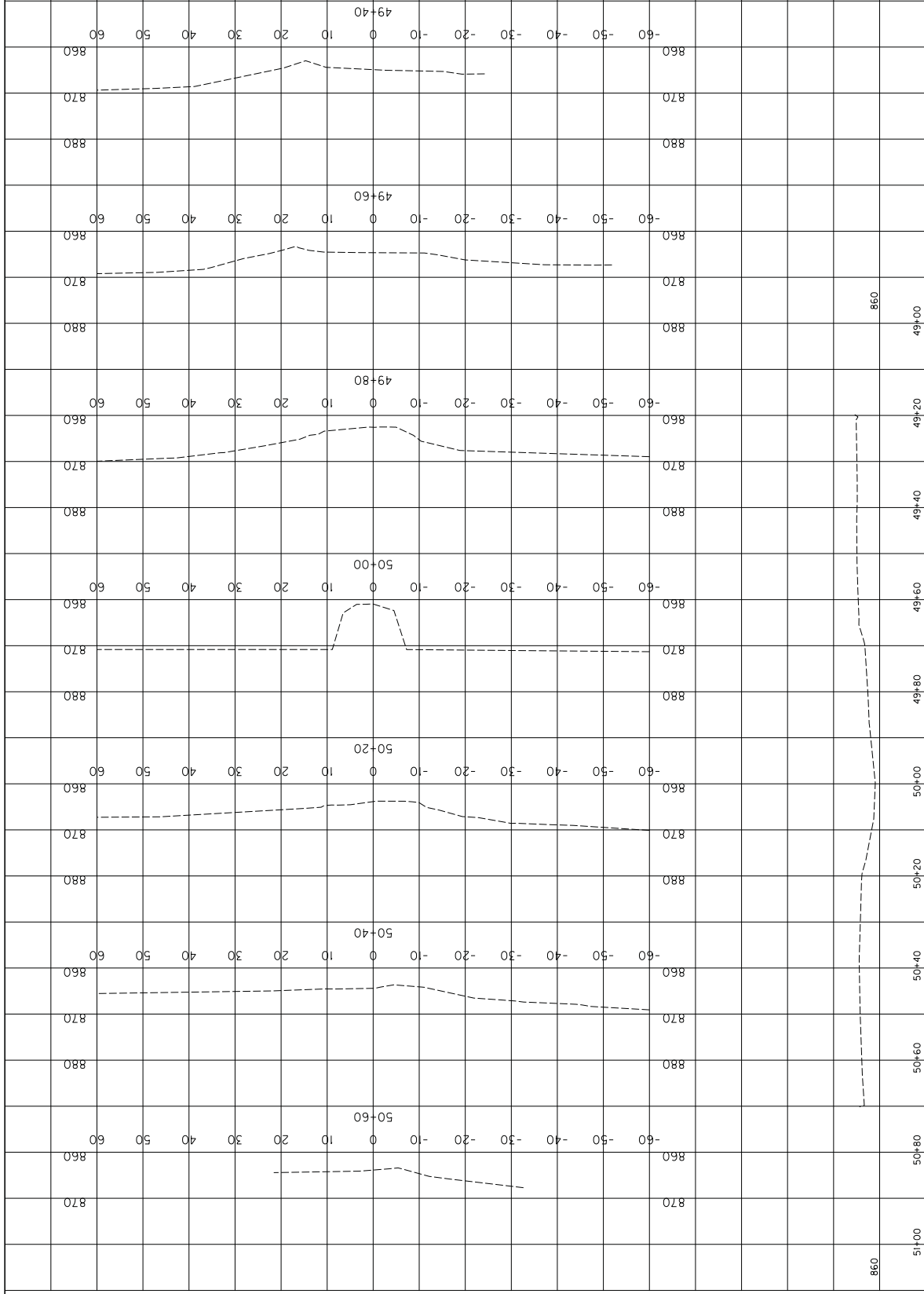
888
 886
 884
 882
 880
 878
 876
 874
 872
 870
 868
 866
 864
 862
 860
 858
 856
 854

0+00 0+20 0+40 0+60 0+80 1+00 1+20 1+40 1+60 1+80 2+00 2+20 2+40 2+60 2+80 3+00 3+20 3+40 3+60 3+80 4+00 4+20 4+40 4+60 4+80 5+00 5+20 5+40 5+60 5+80 6+00 6+20

FILE NAME: C:\WORK\MSD\CLARK\HSIP\027222\452P KY 627 MP 13.79.DWG
 USER: mchris.wright
 DATE PLOTTED: 04/29/2010

888
 886
 884
 882
 880
 878
 876
 874
 872
 870
 868
 866
 864
 862
 860
 858
 856
 854

COUNTY OF	CLARK
ITEM NO.	HSIP
SHEET NO.	3/3



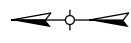
SITUATION SURVEY
CULVERT REPLACEMENT
KY 627 @ MP 13.79

SCALE: 1" = 10' HORIZONTAL
1" = 10' VERTICAL

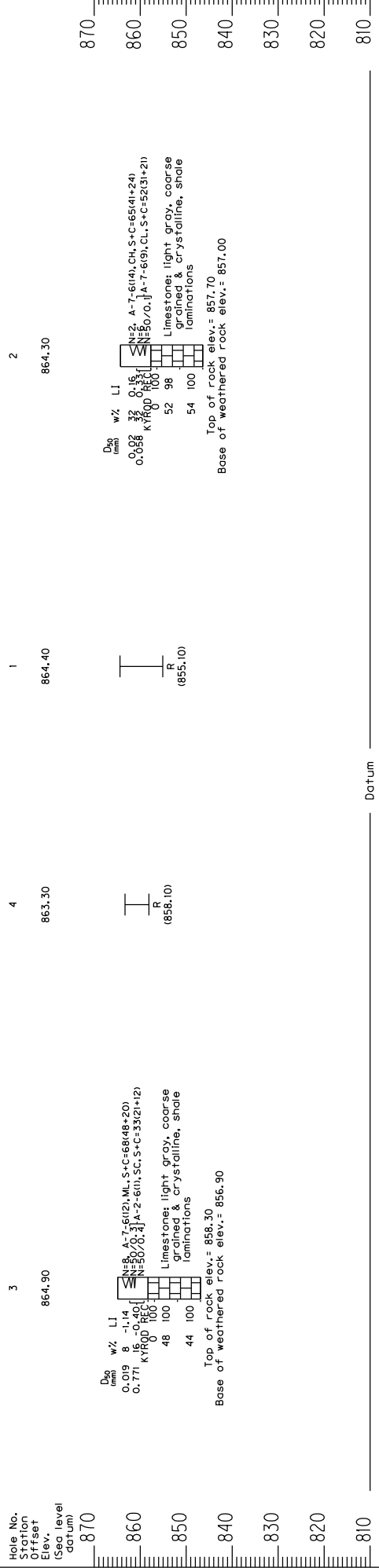
USER: michael.waltour
DATE PLOTTED: March 29, 2011
FILE NAME: C:\PWORK\MICHAEL.WALTOUR\037220\HSIP KY 627 SIT SURVEY.DGN

SUBSURFACE DATA

Plan Scale 1" = 10'



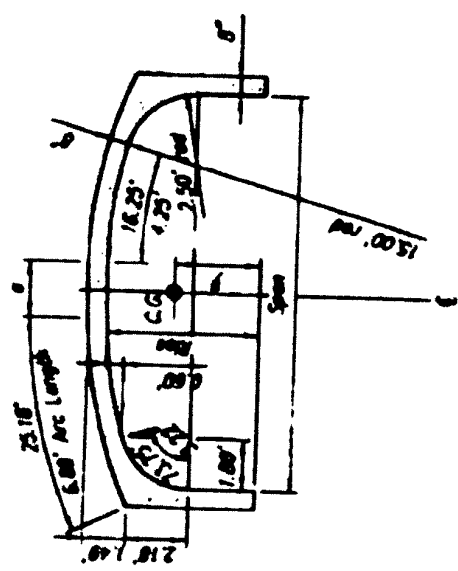
Profile Scale:
Vertical 1" = 10'
Horizontal not to scale



The Presumptive Bearing Resistance of the Service
Limit State is 30 ksf on Competent Unweathered Bedrock

DATE:	12-JULY-2000	CHECKED BY:	
DESIGNED BY:	E. BAILEY	DRAWN BY:	D. GREER
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS			
COUNTY: CLARK			
ROUTE:	627	PROJECT:	Culvert Replacement @ Approx. MP 13.8
SUBSURFACE DATA			
PREPARED BY: Division of Structural Design			
GEOTECHNICAL BRANCH			
ITEM NUMBER: S-023-10			SHEET NO.: 00000
DRAWING NO.: 00000			

SHEET 1 OF 1



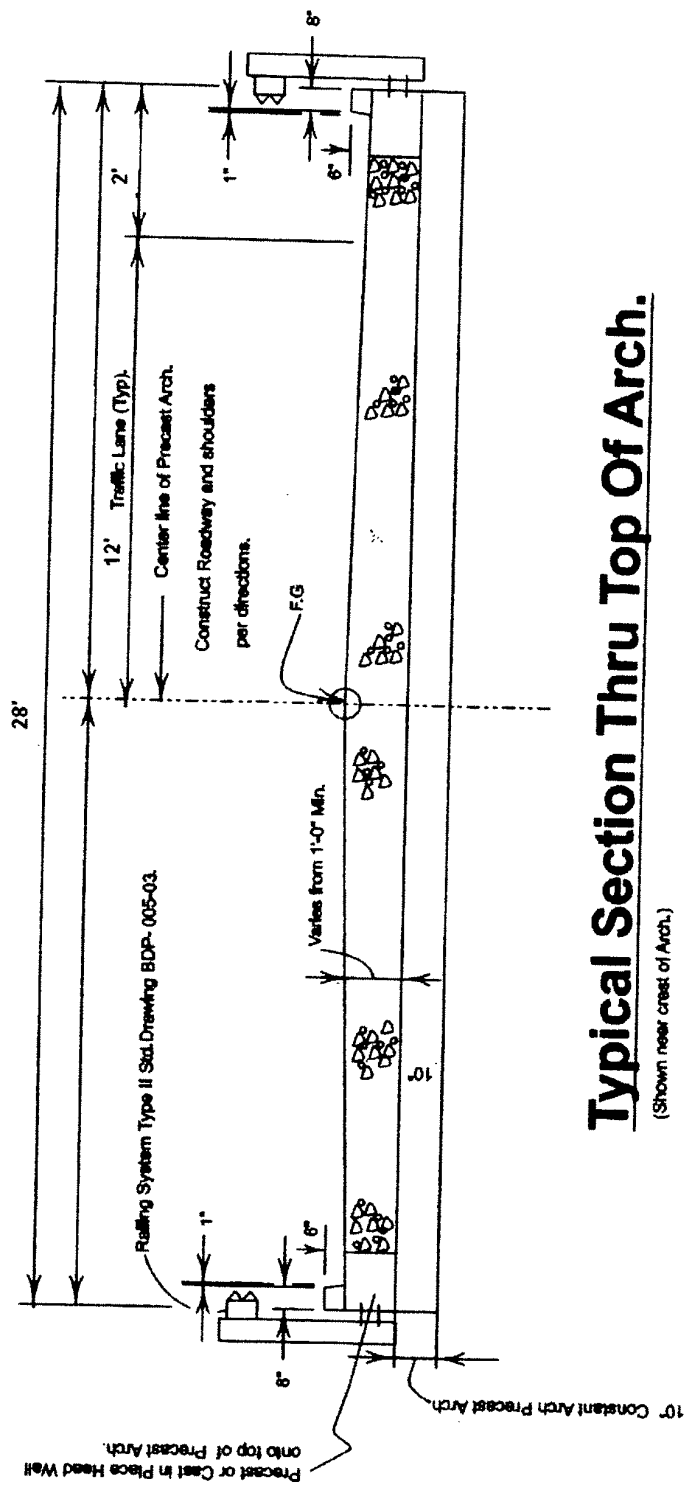
SHORT SPAN SERIES

MAXIMUM UNIT LENGTH = 8'-0"

CULVERT DIMENSIONS		
SPAN	12'	14'
Ø	0.00'	2.00'

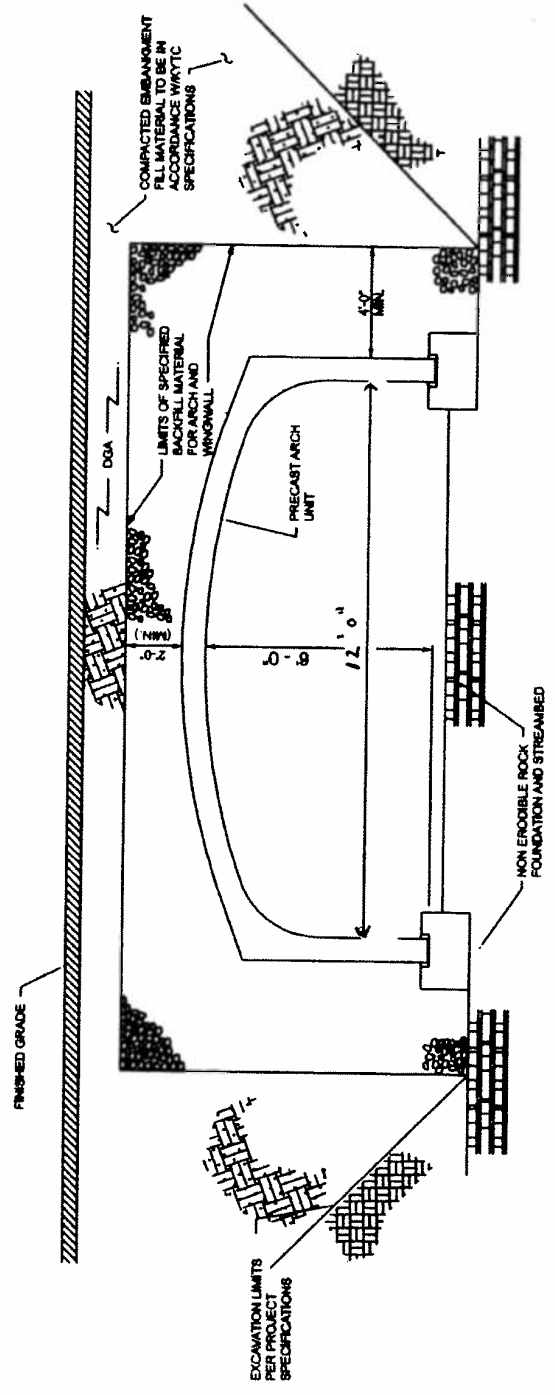
WATERWAY AREA (Square Feet)		
RISE (ft)	SPAN	
	12'	14'
4	42	50
5	54	64
6	66	78
7	78	92
8	90	106
9	102	120
10	114	134
11		148

Minimum Cover = 0'
 Maximum Cover = 56'



Typical Section Thru Top Of Arch.

(Shown near crest of Arch.)



PLACE SPECIFIED ARCH BACKFILL MATERIAL
TO BOTTOM OF ROADWAY SUBGRADE

**TYPICAL SECTION SHOWING
BACKFILL REQUIREMENTS**

GENERAL MATERIALS REQUIREMENTS

1. MATERIALS SPECIFICATIONS: ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE KYTC STANDARD SPECIFICATIONS AND ALL APPLICABLE ASTM AND AASHTO STANDARDS.
2. PRECAST CONCRETE COMPONENTS SHALL BE MANUFACTURED BY A KYTC APPROVED FABRICATOR, IN ACCORDANCE WITH THE PLANS AND STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. ALL MATERIALS SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 106.04 & 605.
4. CONCRETE TO BE IN ACCORDANCE WITH SECTION 601 OF THE KYTC SPECIFICATIONS. REQUIRED MINIMUM 28 DAY CONCRETE STRENGTHS TO BE AS FOLLOWS:
PRECAST ARCH UNITS: 5000 P.S.I.
PRECAST HEADWALLS AND WINGWALLS: 4000 P.S.I.
CAST-IN-PLACE FOOTINGS: 3500 P.S.I.
5. REINFORCING STEEL FOR PRECAST UNITS, HEADWALLS, AND WINGWALLS, SHALL BE EITHER WELDED WIRE FABRIC, DEFORMED WELDED WIRE FABRIC, OR DEFORMED STEEL BARS IN ACCORDANCE WITH THE KYTC SPECIFICATIONS.
6. FOUNDATIONS:
CAST-IN-PLACE FOOTINGS TO REST UPON NON-ERODIBLE ROCK FOUNDATION MATERIALS UNLESS OTHERWISE APPROVED BY THE ENGINEER.
7. 4" DIA. WEEP HOLES SHALL BE PROVIDED IN ARCH UNITS AND PRECAST WINGWALLS IN ACCORDANCE WITH SECTION 611.

BACKFILL REQUIREMENTS

1. BACKFILL OF ARCH IN ACCORDANCE WITH KYTC STANDARD SPECIFICATIONS AND PROJECT SPECIAL NOTES. PROVIDE ADEQUATE TESTING AND MONITORING OF BACKFILL MATERIALS AND PLACEMENT AND COMPACTIONS PROCEDURES. DO NOT PROCEED WITH BACKFILL OPERATIONS WITHOUT CONTINUOUS MONITORING AND DOCUMENTATION OF THE PROPER PLACEMENT PROCEDURE AND DENSITY OF THE IN PLACE BACKFILL MATERIALS.
2. FOUNDATION MATERIAL: FOOTINGS FOR THE ARCH STRUCTURE AND WINGWALL SHALL BE CAST-IN-PLACE AND SHALL BE DESIGNED BY THE MANUFACTURER. FOOTINGS SHALL BE CAST UPON NON-ERODIBLE ROCK FOUNDATION MATERIAL UNLESS OTHERWISE APPROVED BY THE ENGINEER.
3. BACKFILL SHALL BE IN ACCORDANCE WITH KYTC SPECIFICATIONS REGARDING BACKFILL, THE PROJECT SPECIAL NOTES, MANUFACTURERS RECOMMENDATIONS, AND AS DIRECTED BY THE ENGINEER.

GUARDRAIL DELIVERY VERIFICATION SHEET

CONTRACT ID: _____

<u>GUARDRAIL, END TREATMENT, TERMINAL SECTION, OR POST TYPE</u>	<u>UNIT</u>	<u>FIELD VERIFIED AMOUNT</u>	<u>DELIVERED AMOUNT</u>
GUARDRAIL-STEEL W BEAM	LF	_____	_____
TEMPORARY GUARDRAIL	LF	_____	_____
GUARDRAIL TERMINAL SECTION	EACH	_____	_____
CRASH CUSHION TYPE IX-A	EACH	_____	_____
GUARDRAIL END TREATMENT TYPE 1	EACH	_____	_____
GUARDRAIL END TREATMENT TYPE 2A	EACH	_____	_____
GUARDRAIL END TREATMENT TYPE 3	EACH	_____	_____
GUARDRAIL END TREATMENT TYPE 4A	EACH	_____	_____
GUARDRAIL END TREATMENT TYPE 7	EACH	_____	_____
GUARDRAIL CONNECTOR TO BRIDGE END	EACH	_____	_____
GUARDRAIL CONNECTOR TO CONC MED BARR	EACH	_____	_____
GUARDRAIL CONNECT-SHLD BRIDGE PIER	EACH	_____	_____
STEEL GUARDRAIL POST	EACH	_____	_____

The contractor shall be responsible for the disposal of timber guardrail posts.

Removed guardrail, end treatments, terminal sections, and steel posts shall be delivered to the Bailey Bridge Yard in Frankfort, KY and shall be neatly stacked in accordance with section 719.03.07 of the standard specifications. Contractor, engineer, and Bailey Bridge representative must all sign off on this sheet before payment may be made.

	PRINTED NAME	SIGNATURE	DATE
Resident Engineer (or Representative)	_____	_____	_____
Contractor (or Representative)	_____	_____	_____
Bailey Bridge Yard Representative	_____	_____	_____

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

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

SUBSECTION: REVISION:	101.02 Abbreviations. Insert the following abbreviation and text into the section: KEPSC Kentucky Erosion Prevention and Sediment Control
SUBSECTION: REVISION:	101.03 Definitions. 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: The Bid Proposal form will be available on the Department internet website (http://transportation.ky.gov/contract/). Delete the second paragraph. Delete the last paragraph.
SUBSECTION: REVISION:	102.04 Issuance of Bid Proposal Form. 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: 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.

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

SUBSECTION: REVISION:	<p>102.07.02 Computer Bidding. Replace the first paragraph with the following:</p> <p>Subsequent to registering for a specific project, use the Department’s Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (http://transportation.ky.gov/contract/). Download the bid file from the Bid Express Bidding Service Website to prepare a Bid Proposal for submission to the Department. Submit Bid Proposal electronically through Bid Express Bidding Service.</p> <p>Delete the second and third paragraph.</p>
SUBSECTION: REVISION:	<p>102.08 Irregular Bid Proposals. Delete the following from the first paragraph: 4) fails to submit a disk created from the Highway Bid Program.</p> <p>Replace the second paragraph with the following: The Department will consider Bid Proposals irregular and may reject them for the following reasons:</p> <ol style="list-style-type: none">1) when there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning; or2) 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; or3) any failure to comply with the provisions of Subsection 102.07; or4) Bid Proposals in which the Department determines that the prices are unbalanced; or when the sum of the total amount of the Bid Proposal under consideration exceeds the bidder’s Current Capacity Rating.
SUBSECTION: REVISION:	<p>102.09 Bid Proposal Guaranty. Insert the following after the first sentence:</p> <p>Bid Proposals must have a bid proposal guaranty in the amount indicated in the bid proposal form accompany the submittal. A guaranty in the form of a paper bid bond, cashier’s check, or certified check in an amount no less than the amount indicated on the submitted electronic bid is required when the electronic bid bond was not utilized with the Bid Express Bidding Service. Paper bid bonds must be delivered to the Division of Construction Procurement prior to the time of the letting.</p>
SUBSECTION: REVISION:	<p>102.10 Delivery of Bid Proposals. Replace paragraph with the following:</p> <p>Submit all Bid Proposals prior to the time specified in the Notice to Contractors. All bids shall be submitted electronically using Bid Express Bidding Services. Electronically submitted bids must be done in accordance with the requirements of the Bid Express Bidding Service.</p>
SUBSECTION: REVISION:	<p>102.11 Withdrawal or Revision of Bid Proposals. Replace the paragraph with the following:</p> <p>Bid Proposals can be withdrawn in accordance the requirements of the Bid Express Bidding Service prior to the time of the Letting.</p>

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

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

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

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

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

<p>SUBSECTION: REVISION:</p>	<p>106.04 Buy America Requirement. Replace the section with the following:</p> <p>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:</p> <ul style="list-style-type: none"> • Coating, • Galvanizing, • Painting, and • Other coating that protects or enhances the value of steel or iron products. <p>The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:</p> <ul style="list-style-type: none"> • Pig iron, • Processed, pelletized, and reduced iron ore material, or • Processed alloys. <p>The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.</p> <p>Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.</p> <p>Use foreign materials only under the following conditions:</p> <ol style="list-style-type: none"> 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. <p>The Contractor shall submit to the Engineer the origin and value of any foreign material used.</p>
<p>SUBSECTION: REVISION:</p>	<p>106.10 Field Welder Certification Requirements. Insert the following sentence before the first sentence of the first paragraph:</p> <p>All field welding must be performed by a certified welder unless otherwise noted.</p>
<p>SUBSECTION: REVISION:</p>	<p>108.02 Progress Schedule. Insert the following prior to the first paragraph:</p> <p>Specification 108.02 applies to all Cabinet projects except the following project types:</p> <ul style="list-style-type: none"> • 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 <p>Insert the following paragraph after paragraph two:</p> <p>Working without the submittal of a Written Narrative is violation of this specification and additionally voids the Contractor’s right to delay claims.</p> <p>Insert the following paragraph after paragraph six:</p> <p>The submittal of bar chart or Critical Path Method schedule does not relieve the Contractor’s requirement to submit a Written Narrative schedule.</p>

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

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

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

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

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

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

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

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

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

<p>SUBSECTION: REVISION:</p>	<p>401.03.01 Preparation of Mixtures. Replace the third paragraph and Mixing and Laying Temperature table with the following:</p> <p>Maintain the temperature of the component materials and asphalt mixture within the ranges listed in the following table:</p> <table border="1" data-bbox="391 409 1386 856"> <thead> <tr> <th colspan="4">MIXING AND LAYING TEMPERATURES (°F)</th> </tr> <tr> <th colspan="2">Material</th> <th>Minimum</th> <th>Maximum</th> </tr> </thead> <tbody> <tr> <td colspan="2">Aggregates</td> <td>240</td> <td>330</td> </tr> <tr> <td colspan="2">Aggregates used with Recycled Asphalt Pavement (RAP)</td> <td>240</td> <td>—</td> </tr> <tr> <td rowspan="2">Asphalt Binders</td> <td>PG 64-22</td> <td>230</td> <td>330</td> </tr> <tr> <td>PG 76-22</td> <td>285</td> <td>350</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Plant (Measured in Truck)</td> <td>PG 64-22 HMA</td> <td>250</td> <td>330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td>310</td> <td>350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td>230</td> <td>275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td>250</td> <td>300</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Project (Measured in Truck When Discharging)</td> <td>PG 64-22 HMA</td> <td>230</td> <td>330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td>300</td> <td>350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td>210</td> <td>275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td>240</td> <td>300</td> </tr> </tbody> </table>	MIXING AND LAYING TEMPERATURES (°F)				Material		Minimum	Maximum	Aggregates		240	330	Aggregates used with Recycled Asphalt Pavement (RAP)		240	—	Asphalt Binders	PG 64-22	230	330	PG 76-22	285	350	Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330	PG 76-22 HMA	310	350	PG 64-22 WMA	230	275	PG 76-22 WMA	250	300	Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330	PG 76-22 HMA	300	350	PG 64-22 WMA	210	275	PG 76-22 WMA	240	300
MIXING AND LAYING TEMPERATURES (°F)																																																		
Material		Minimum	Maximum																																															
Aggregates		240	330																																															
Aggregates used with Recycled Asphalt Pavement (RAP)		240	—																																															
Asphalt Binders	PG 64-22	230	330																																															
	PG 76-22	285	350																																															
Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330																																															
	PG 76-22 HMA	310	350																																															
	PG 64-22 WMA	230	275																																															
	PG 76-22 WMA	250	300																																															
Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330																																															
	PG 76-22 HMA	300	350																																															
	PG 64-22 WMA	210	275																																															
	PG 76-22 WMA	240	300																																															
<p>SUBSECTION: REVISION:</p>	<p>402.01 Description. Replace the paragraph with the following:</p> <p>Provide the process control and acceptance testing of all classes and types of asphalt mixtures which may be furnished either as hot mix asphalt (HMA) or warm mix asphalt (WMA) produced with water injection systems.</p>																																																	
<p>SUBSECTION REVISION:</p>	<p>402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. Add the following subsection:</p> <p>402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. The Department will evaluate trial production of WMA by use of a water injection system provided the system is installed according to the manufacturer's requirements and satisfies the requirements of Section 401. Evaluation will include production and placement of WMA to demonstrate adequate mixture quality including volumetric properties and density by Option A as specified in Subsection 402.03.02 D). Do not place WMA for evaluation on Department projects. Provided production and placement operations satisfy the applicable quality levels, the Department will approve WMA production on Department projects using the water injection system as installed on the specific asphalt mixing plant evaluated.</p>																																																	
<p>SUBSECTION: REVISION:</p>	<p>402.05.02 Asphalt Mixtures and Mixtures With RAP. Replace Subsection Title as below:</p> <p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.</p>																																																	
<p>SUBSECTION: REVISION:</p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Replace the paragraph with the following:</p> <p>The Department will pay for the mixture at the Contract unit bid price and apply a Lot Pay Adjustment for each lot placed based on the degree of compliance with the specified tolerances. Using the appropriate Lot Pay Adjustment Schedule, the Department will assign a pay value for the applicable properties within each subplot and average the subplot pay values to determine the pay value for a given property for each lot. The Department will apply the Lot Pay Adjustment for each lot to a defined unit price of \$50.00 per ton. The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>																																																	

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

<p>SUBSECTION: PART: REVISION:</p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. C) Conventional and RAP Mixtures Placed on Shoulders. Replace Title and Text with the following:</p> <p>C) HMA, WMA and RAP Mixtures Placed on Shoulders or Placed as Asphalt Pavement Wedge.</p> <ol style="list-style-type: none"> 1) Placed monolithically with the Mainline – Width of 4 feet or less. The Department will pay as mainline mixture. 2) Placed monolithically with the Mainline – Width of greater than 4 feet. The Department will pay as mainline mixture but use 1.00 for the Lane and Joint Density Pay Value for shoulder or Asphalt Pavement Wedge quantities. 3) Placed Separately. The Department will use 1.00 for the Lane and Joint Density Pay Value. 												
<p>SUBSECTION: PART: REVISION:</p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Replace the title with the following: D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.</p> <p>Delete the following: D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. The Department will pay as mainline mixture but use a 1.00 pay value for all properties.</p>												
<p>SUBSECTION: PART: REVISION:</p>	<p>402.05.02 Asphalt Mixtures for Temporary Pavement. E) Asphalt Mixtures for Temporary Pavement. Replace E) Asphalt Mixtures for Temporary Pavement with the following:</p> <p>D) Asphalt Mixtures for Temporary Pavement.</p>												
<p>SUBSECTION: PART: TABLES: REVISION:</p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="727 1230 1092 1449"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥ min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td>(1)</td> <td>> 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.
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.												
<p>SUBSECTION: PART: TABLES: REVISION:</p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="711 1612 1076 1864"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥ min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td>(1)</td> <td>> 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.
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.												

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

<p>SUBSECTION: PART: TABLE: REVISION:</p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option B Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="717 388 1083 657"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥min. VMA</td> </tr> <tr> <td>0.95</td> <td>0□1-0.5 bel□w min.</td> </tr> <tr> <td>0.9</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td>⁽²⁾</td> <td>> 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥min. VMA	0.95	0□1-0.5 bel□w min.	0.9	0.6-1.0 below min.	⁽²⁾	> 1.0 below min.											
VMA																								
Pay Value	Deviation From Minimum																							
1.00	≥min. VMA																							
0.95	0□1-0.5 bel□w min.																							
0.9	0.6-1.0 below min.																							
⁽²⁾	> 1.0 below min.																							
<p>SUBSECTION: PART: NUMBER: REVISION:</p>	<p>403.03.03 Preparation of Mixture. C) Mix Design Criteria. 1) Preliminary Mix Design. Replace the last two sentences of the paragraph and table with the following:</p> <p>Complete the volumetric mix design at the appropriate number of gyrations as given in the table below for the number of 20-year ESAL's. The Department will define the relationship between ESAL classes, as given in the bid items for Superpave mixtures, and 20-year ESAL ranges as follows:</p> <table border="1" data-bbox="542 957 1248 1110"> <thead> <tr> <th rowspan="2">Class</th> <th rowspan="2">ESAL's (millions)</th> <th colspan="3">Number of Gyration</th> </tr> <tr> <th>N_{initial}</th> <th>N_{design}</th> <th>N_{max}</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>< 3.0</td> <td>6</td> <td>50</td> <td>75</td> </tr> <tr> <td>3</td> <td>3.0 to < 30.0</td> <td>7</td> <td>75</td> <td>115</td> </tr> <tr> <td>4</td> <td>≥ 30.0</td> <td>8</td> <td>100</td> <td>160</td> </tr> </tbody> </table>	Class	ESAL's (millions)	Number of Gyration			N _{initial}	N _{design}	N _{max}	2	< 3.0	6	50	75	3	3.0 to < 30.0	7	75	115	4	≥ 30.0	8	100	160
Class	ESAL's (millions)			Number of Gyration																				
		N _{initial}	N _{design}	N _{max}																				
2	< 3.0	6	50	75																				
3	3.0 to < 30.0	7	75	115																				
4	≥ 30.0	8	100	160																				
<p>SUBSECTION: PART: REVISION:</p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. A) Leveling and Wedging. Replace the first sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							
<p>SUBSECTION: PART: REVISION:</p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. B) Scratch Course. Replace the second sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							
<p>SUBSECTION: REVISION:</p>	<p>407.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:</p> <p>Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.</p>																							
<p>SUBSECTION: REVISION:</p>	<p>409.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:</p> <p>Use reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) provided mixture requirements are satisfied.</p>																							
<p>SUBSECTION: REVISION:</p>	<p>410.01 DESCRIPTION. Delete the second sentence of the paragraph.</p>																							

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

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

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

<p>SUBSECTION: TABLE: REVISION:</p>	<p>413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. JOINT DENSITY TABLE Replace the joint density table with the following:</p> <table border="1" data-bbox="553 388 1235 709"> <thead> <tr> <th colspan="3">DENSITY</th> </tr> <tr> <th>Pay Value</th> <th>Lane Density Test Result (%)</th> <th>Joint Density Test Result (%)</th> </tr> </thead> <tbody> <tr> <td>1.05</td> <td>95.0-96.5</td> <td>92.0-96.0</td> </tr> <tr> <td>1.00</td> <td>93.0-94.9</td> <td>90.0-91.9</td> </tr> <tr> <td>0.95</td> <td>92.0-92.9 or 96.6-97.0</td> <td>89.0-89.9 or 96.1-96.5</td> </tr> <tr> <td>0.90</td> <td>91.0-91.9 or 97.1-97.5</td> <td>88.0-88.9 or 96.6-97.0</td> </tr> <tr> <td>0.75</td> <td>----</td> <td>< 88.0 or > 97.0</td> </tr> <tr> <td>⁽¹⁾</td> <td>< 91.0 or > 97.5</td> <td>----</td> </tr> </tbody> </table>	DENSITY			Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	1.05	95.0-96.5	92.0-96.0	1.00	93.0-94.9	90.0-91.9	0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	0.75	----	< 88.0 or > 97.0	⁽¹⁾	< 91.0 or > 97.5	----
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	----																							
<p>SUBSECTION: REVISION:</p>	<p>501.05.02 Ride Quality. Add the following sentence to the end of the first paragraph:</p> <p>The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.</p>																								
<p>SUBSECTION: REVISION:</p>	<p>505.03.04 Detectable Warnings. Replace the first sentence with the following:</p> <p>Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.</p>																								
<p>SUBSECTION: REVISION:</p>	<p>505.04.04 Detectable Warnings. Replace the paragraph with the following:</p> <p>The Department will measure the quantity in square feet. All retrofit applications for maintenance projects will require the removal of existing sidewalks to meet the requirements of the standard drawings applicable to the project. The cost associated with the removal of the existing sidewalk will be incidental to the detectable warnings bid item or incidental to the bid item for the construction of the concrete sidewalk unless otherwise noted.</p>																								
<p>SUBSECTION: REVISION:</p>	<p>505.05 PAYMENT. Add the following to the bid item table:</p> <table border="0" data-bbox="386 1522 1003 1585"> <tr> <td><u>Code</u></td> <td><u>Pay Item</u></td> <td><u>Pay Unit</u></td> </tr> <tr> <td>23158ES505</td> <td>Detectable Warnings</td> <td>Square Foot</td> </tr> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23158ES505	Detectable Warnings	Square Foot																		
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>																							
23158ES505	Detectable Warnings	Square Foot																							
<p>SUBSECTION: REVISION:</p>	<p>509.01 DESCRIPTION. Replace the second paragraph with the following:</p> <p>The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)</p>																								

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

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

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

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

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

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

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

SUBSECTION: REVISION:	701.05 PAYMENT. Add the following pay item to the list of pay items: <table border="0"> <tr> <td><u>Code</u></td> <td><u>Pay Item</u></td> <td><u>Pay Unit</u></td> </tr> <tr> <td>23131ER701</td> <td>Pipeline Video Inspection</td> <td>Linear Foot</td> </tr> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23131ER701	Pipeline Video Inspection	Linear Foot						
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>											
23131ER701	Pipeline Video Inspection	Linear Foot											
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY CAMERA TESTING Replace this table with the following table and note: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2">PIPE DEFLECTION</th> </tr> <tr> <th>Amount of Deflection (%)</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>0.0 to 5.0</td> <td>100% of the Unit Bid Price</td> </tr> <tr> <td>5.1 to 9.9</td> <td>50% of the Unit Bid Price ⁽¹⁾</td> </tr> <tr> <td>10 or greater</td> <td>Remove and Replace</td> </tr> </tbody> </table> <p>(1) Provide Structural Analysis as indicated above. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price.</p>	PIPE DEFLECTION		Amount of Deflection (%)	Payment	0.0 to 5.0	100% of the Unit Bid Price	5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾	10 or greater	Remove and Replace		
PIPE DEFLECTION													
Amount of Deflection (%)	Payment												
0.0 to 5.0	100% of the Unit Bid Price												
5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾												
10 or greater	Remove and Replace												
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY MANDREL TESTING Delete this table.												
SUBSECTION: REVISION:	713.02.01 Paint. Replace with the following: Conform to Section 842 and Section 846.												
SUBSECTION: REVISION:	713.03 CONSTRUCTION. Replace the first sentence of the second paragraph with the following: On interstates and parkways, and other routes approved by the State Highway Engineer, install pavement striping that is 6 inches in width.												
SUBSECTION: REVISION:	713.03.03 Paint Application. Replace the second paragraph with the following table: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Material</th> <th>Paint Application Rate</th> <th>Glass Beads Application Rate</th> </tr> </thead> <tbody> <tr> <td>4 inch waterborne paint</td> <td>Min. of 16.5 gallons/mile</td> <td>Min. of 6 pounds/gallon</td> </tr> <tr> <td>6 inch waterborne paint</td> <td>Min. of 24.8 gallons/mile</td> <td>Min. of 6 pounds/gallon</td> </tr> <tr> <td>6 inch durable waterborne paint</td> <td>Min. of 36 gallons/mile</td> <td>Min. of 6 pounds/gallon</td> </tr> </tbody> </table>	Material	Paint Application Rate	Glass Beads Application Rate	4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon	6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon	6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon
Material	Paint Application Rate	Glass Beads Application Rate											
4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon											
6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon											
6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon											
SUBSECTION: REVISION:	713.03.04 Marking Removal. Replace the last sentence of the paragraph with the following: Vacuum all marking material and removal debris concurrently with the marking removal operation.												
SUBSECTION: REVISION:	713.05 PAYMENT. Insert the following codes and pay items below the Pavement Striping – Permanent Paint: <table border="0"> <tr> <td><u>Code</u></td> <td><u>Pay Item</u></td> <td><u>Pay Unit</u></td> </tr> <tr> <td>23159EN</td> <td>Durable Waterborne Marking – 6 IN W</td> <td>Linear Foot</td> </tr> <tr> <td>23160EN</td> <td>Durable Waterborne Marking – 6 IN Y</td> <td>Linear Foot</td> </tr> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot	23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot			
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>											
23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot											
23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot											

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

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

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

<p>SUBSECTION: PART: REVISION:</p>	<p>717.03.05 Proving Period. A) Requirements. Insert the following to this section:</p> <p>2) Type I Tape. During the proving period, ensure that the pavement marking material shows no signs of failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, drippings, chipping, spalling, poor adhesion to the pavement, loss of retroreflectivity, vehicular damage, and normal wear. Type I Tape is manufactured off site and warranted by the manufacturer to meet certain retroreflective requirements. As long as the material is adequately bonded to the surface and shows no signs of failure due to the other items listed in Subsection 714.03.06 A) 1), retroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation.</p>																																							
<p>SUBSECTION: REVISION:</p>	<p>717.03.06 Marking Removal. Replace the third sentence of the paragraph with the following:</p> <p>Vacuum all marking material and removal debris concurrently with the marking removal operation.</p>																																							
<p>SUBSECTION: REVISION:</p>	<p>717.05 PAYMENT. Insert the following bid item codes:</p> <table border="0" data-bbox="375 852 1453 1247"> <thead> <tr> <th><u>Code</u></th> <th><u>Pay Unit</u></th> <th><u>Pay Item</u></th> </tr> </thead> <tbody> <tr> <td>06563</td> <td>Pave Marking – R/R X Bucks 16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>20782NS714</td> <td>Pave Marking Thermo – Bike</td> <td>Each</td> </tr> <tr> <td>23251ES717, 23264ES717</td> <td>Pave Mark TY I Tape X-Walk, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23252ES717, 23265ES717</td> <td>Pave Mark TY I Tape Stop Bar, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23253ES717</td> <td>Pave Mark TY I Tape Cross Hatch</td> <td>Square Foot</td> </tr> <tr> <td>23254ES717</td> <td>Pave Mark TY I Tape Dotted Lane Extension</td> <td>Linear Foot</td> </tr> <tr> <td>23255ES717</td> <td>Pave Mark TY I Tape Arrow, Type</td> <td>Each</td> </tr> <tr> <td>23268ES717-23270ES717</td> <td></td> <td></td> </tr> <tr> <td>23256ES717</td> <td>Pave Mark TY I Tape- ONLY</td> <td>Each</td> </tr> <tr> <td>23257ES717</td> <td>Pave Mark TY I Tape- SCHOOL</td> <td>Each</td> </tr> <tr> <td>23266ES717</td> <td>Pave Mark TY 1 Tape R/R X Bucks-16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>23267ES717</td> <td>Pave Mark TY 1 Tape-Bike</td> <td>Each</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Unit</u>	<u>Pay Item</u>	06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot	20782NS714	Pave Marking Thermo – Bike	Each	23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot	23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot	23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot	23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot	23255ES717	Pave Mark TY I Tape Arrow, Type	Each	23268ES717-23270ES717			23256ES717	Pave Mark TY I Tape- ONLY	Each	23257ES717	Pave Mark TY I Tape- SCHOOL	Each	23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot	23267ES717	Pave Mark TY 1 Tape-Bike	Each
<u>Code</u>	<u>Pay Unit</u>	<u>Pay Item</u>																																						
06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot																																						
20782NS714	Pave Marking Thermo – Bike	Each																																						
23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot																																						
23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot																																						
23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot																																						
23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot																																						
23255ES717	Pave Mark TY I Tape Arrow, Type	Each																																						
23268ES717-23270ES717																																								
23256ES717	Pave Mark TY I Tape- ONLY	Each																																						
23257ES717	Pave Mark TY I Tape- SCHOOL	Each																																						
23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot																																						
23267ES717	Pave Mark TY 1 Tape-Bike	Each																																						
<p>SUBSECTION: REVISION:</p>	<p>725.02.02 Type VI Class C & CT. Replace bullet 2) with the following:</p> <p>2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM -beam connectors after fabrication according to ASTM A 123.</p>																																							
<p>SUBSECTION: REVISION:</p>	<p>725.02.04 Type VII Class C. Replace bullet 2) with the following:</p> <p>2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM-beam connectors after fabrication according to ASTM A 123.</p>																																							
<p>SUBSECTION: REVISION:</p>	<p>801.01 REQUIREMENTS. Delete the fourth sentence of the first paragraph and add the following to the second paragraph.</p> <p>When supplying cement with a SO₃ content above the value in table I of ASTM C 150, include supportive ASTM C 1038 14-day expansion test data for the supplied SO₃ content on the certification.</p>																																							

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

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

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

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

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

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

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

<p>SUBSECTION: REVISION:</p>	<p>805.16 SAMPLING AND TESTING. Replace the "AASHTO T 160" method with the "KM 64-629" method for the Concrete Beam Expansion Test. Replace the "ASTM D 3042" method with the "KM 64-625" method for Insoluble Residue.</p>									
<p>SUBSECTION: REVISION:</p>	<p>810.04.01 Coating Requirements. Replace the "Subsection 806.07" references with "Subsection 806.06"</p>									
<p>SUBSECTION: PART: REVISION:</p>	<p>810.06.01 Polyvinyl Chloride (PVC) Pipe. B) Culvert and Entrance Pipe. Replace the title with the following: B) Culvert Pipe, Storm Sewer, and Entrance Pipe.</p>									
<p>SUBSECTION: REVISION:</p>	<p>823.02 LIQUID MEMBRANE FORMING COMPOUNDS. Add the following: Effective July 1, 2011, to remain on or be added to the Department's approved list, products must have completed testing or been submitted for testing through the National Transportation Product Evaluation Program (NTPEP) for Concrete Curing Compounds.</p>									
<p>SUBSECTION: REVISION:</p>	<p>837.03 APPROVAL. Replace the last sentence with the following: The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.</p>									
<p>SUBSECTION: REVISION:</p>	<p>837.03.01 Composition. COMPOSITION Table: Replace <table border="1" data-bbox="391 1199 1295 1289"> <tr> <td>Lead Chromate</td> <td>0.0 max.</td> <td>4.0 min.</td> </tr> <tr> <td>with</td> <td></td> <td></td> </tr> <tr> <td>Heavy Metals Content</td> <td colspan="2">Comply with 40 CFR 261</td> </tr> </table> </p>	Lead Chromate	0.0 max.	4.0 min.	with			Heavy Metals Content	Comply with 40 CFR 261	
Lead Chromate	0.0 max.	4.0 min.								
with										
Heavy Metals Content	Comply with 40 CFR 261									
<p>SUBSECTION: TABLE: REVISION:</p>	<p>842.02 APPROVAL. PAINT COMPOSITION Revise the following in the table: Replace the 2.0ΔE* values in the table with 4.0ΔE* for both Yellow and White Paint on both the Daytime and Nighttime Color Spectrophotometer.</p>									
<p>SECTION: REVISION:</p>	<p>DIVISION 800 MATERIAL DETAILS Add the following section in Division 800 SECTION 846 – DURABLE WATERBORNE PAINT 846.01 DESCRIPTION. This section covers quick-drying durable waterborne pavement striping paint for permanent applications. The paint shall be ready-mixed, one-component, 100% acrylic waterborne striping paint suitable for application on such traffic-bearing surfaces as Portland cement concrete, bituminous cement concrete, asphalt, tar, and previously painted areas of these surfaces. 846.02 Approval. Select materials that conform to the composition requirements below. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content. Submit initial samples for approval before beginning striping</p>									

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

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

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

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

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

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

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

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

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

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

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

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

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

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

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

2.4 Power.

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

11

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

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

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

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

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

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

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

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

January 5, 2010

10Z

SPECIAL NOTE FOR EXCAVATION AND EMBANKMENT

This Special Note replaces Sections 204 and 206 of the Department's 2008 Standard Specifications for Road and Bridge Construction and will apply where indicated on the plans or in the proposal. Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Remove and dispose of all materials taken from within limits of the work contracted, meaning the calculated material lying between the original groundline and the excavation limits established or approved by the Engineer as shown on the final cross sections, and form embankments with materials from sources specified in the Plans or from other approved sources.

2.0 MATERIALS AND EQUIPMENT. Use water conforming to Section 803.

3.0 CONSTRUCTION.

3.1 Excavation. Excavate for cuts and roadbeds, embankment foundation benches, embankment subgrades, under-cutting subgrades in cut sections, shoulders, slopes, ditches, waterways, intersections, approaches, balance excavation, inlet and outlet ditches, and channel changes, all as specified in the Contract.

Remove and dispose of miscellaneous structures from within the limits of the typical section according to Section 203.

Protect and preserve all existing culverts, pipelines, conduits, subdrains, or parts thereof that may continue to be used without any change. Repair or replace any culvert, pipeline, conduit, or subdrain damaged from operations or negligence during the life of the Contract.

During construction, ensure that the roadway is well drained at all times.

3.1.1 Classification. Without regard to the materials encountered, all roadway and drainage excavation is unclassified and the Department will consider it Roadway Excavation. Any reference to rock, earth, or any other material on the Plans or cross sections, whether in numbers, words, letters, or lines, is solely for the Department's information and is not an indication of classified excavation or the quantity of either rock, earth, or any other material involved. The bidder must draw his own conclusions as to the conditions to be encountered, including any shrinkage and swell of materials. The Department does not give any guarantee as to the accuracy of the data and will not consider any claim for additional compensation when the materials encountered are not in accord with the classification shown.

3.1.2 Slopes. Do not remove or loosen any material outside of the required slopes. Leave all rock cut slopes with a uniform surface, and remove all loose or overhanging rock. Do not gouge or dig holes in back slopes or in embankment slopes.

The Engineer may vary the slopes in cuts during construction, depending upon the material encountered in excavation to secure sufficient material for the formation of embankment and shoulders, to prevent landslides, to improve sight distance, or for any other reasons widening or variations are deemed to be to the best advantage of the work. When making a cut on any section of the roadway in any material that may slide, excavate to the slope lines as specified in the Plans or as the Engineer directs. Do not form vertical slopes during the

10Z

process of excavation of such cuts, except in stage construction when leaving material in cuts for future shoulder construction.

- 3.1.3 Serrated Slopes.** When the Plans designate locations to construct serrated slopes and when soft rock or shale are encountered at the designated locations, excavate these materials by bulldozing or ripping, without drilling and blasting, in a manner that serrates the cut faces to a stepped pattern.

Round all soil overburden and talus material above the serrated slopes to blend with the original ground. Construct the top half step tread of a serrated slope just below the surface where the soil overburden contacts the soft rock or shale and continue the steps to the bottom of the cut slope, unless hard rock or hard shale formations are encountered which indicate that the lower limits of the rock disintegration zone have been reached. When hard rock or hard shale formations which must be blasted are encountered within the cuts being serrated, end the steps of the serrated slope by blending them into the hard rock or shale. Construct the step risers in the serrated slopes to the height specified in the Plans with the approximate width of the step treads being the height of the risers multiplied by the designated cut slope ratio. Make the midpoints of treads of the steps coincide approximately with the staked slope lines. Blend the first and last steps of a serrated slope into the staked slope line. Construct the first and last steps of a serrated slope to a width of approximately one-half the normal step tread width. Construct the step treads approximately level rather than parallel to the ditch line grades. When the steps extend throughout the length of a cut, round the ends of the steps and blend them into the adjacent ground.

The Engineer will not require thorough final dressing of the serrated slopes. However, remove large pieces of rock or other dangerous material which might fall from the steps and create safety hazards or maintenance problems. Seed and protect the serrated slopes according to the Plans and Section 212.

- 3.1.4 Presplitting.** Presplit all rock and shale formations within the roadway excavation limits that are conducive to excavation by drilling and blasting at the designated slope lines. Perform the presplitting before blasting and excavating the interior portion of the specified cross section at any location.

Perform presplitting to obtain smooth faces in the rock and shale formations. Develop presplit faces that are free of all loose or crushed pieces and do not deviate more than 6 inches inwardly from the designated slope lines or offset drill holes, nor more than one foot outwardly, except where seams, broken formations, or earth pockets may cause unavoidable irregularities. The Engineer may stop the presplitting when he determines that materials have become unsuitable for presplitting. The Department will measure for payment material lying outside the typical section that must be removed due to seams, broken formations, or earth pockets, including any earth overburden removed with this material.

- 3.1.5 Ditches.** Ditches include channel changes, inlet and outlet ditches, side ditches, surface ditches, wing ditches, and such other required ditches.

Construct side ditches draining from cuts toward embankments to avoid erosion damage to embankments by directing water coming from cuts away from fills.

Do not place material removed in cleaning or opening of ditches on cut

10Z

slopes.

Excavate special ditches and channel changes before constructing adjacent embankment areas.

Remove all debris from ditches before requesting formal acceptance.

3.1.6 Use of Excavated Materials. Use all suitable excavated material in the formation of embankments, subgrade, or shoulders; as backfill for structures; or for other purposes specified in the Contract.

Remove and dispose of all sod and soft or spongy material. Do not use such materials in the construction of the grade, except as provided in Part 3.2 of this note.

Take ownership and dispose of any coal excavated from the project within the typical section, or as directed. Do not use coal in embankments except in small quantities and then only when thoroughly mixed with other materials.

Do not waste excavated material without permission. When approved, waste excess material adjacent to the embankment or incorporate it in the normal embankment construction within the right-of-way limits. Do not perform irregular or partial widening of embankments. Do not waste excess material between cut slopes and the right-of-way limits, except for the purpose of filling depressions, gullies, and other cavities; and, when so wasted, shape the material to conform with the adjacent ground.

A) Channel Lining, Class IV. Prepare broken stone from formations consisting primarily of limestone, or if specified in the Plans, durable sandstone or durable shale (SDI equal to or greater than 95 according to KM 64-513) that are encountered in roadway excavation or obtained from borrow excavation.

Provide stone so that at least 80 percent, by volume, of individual stones range in size from 1/4 to 1 1/2 cubic foot. Use smaller sized stones for filling voids in the upper surface and dressing to the proper slope. The Engineer will accept the size and gradation of the material based on visual inspection. The Engineer may allow material not conforming to the specified size and gradation when it is acceptable for the intended use.

Shape ditches and channels as specified to receive the channel lining. Unless solid rock is encountered, begin the channel lining in a trench 2 feet below the natural ground or 2 feet below the channel flowline when the flowline is not lined. Where encountering solid rock, end the slope protection at the solid rock line.

Construct Channel Lining, Class IV to the minimum thickness specified in the Plans. Place the stone in a manner to produce a surface not varying more than 6 inches from a true plane.

B) Spreading Stockpiled Topsoil. If the Contract includes Spreading Stockpiled Topsoil as a bid item, or when otherwise specified in the Contract, salvage topsoil from within the limits of the slope lines and store it in stockpiles. Before removing the topsoil, clear the areas of all weeds, brush, stumps, stones, and other debris. Remove the topsoil only from areas and to depths specified in the Plans or as the Engineer directs. Avoid mixing subsoil or other unsuitable material with the topsoil. Place sod removed from embankment areas according to Subsection 206.03 in the topsoil stockpiles. Place the stockpiles along the project at approved locations. Neatly dress each stockpile, when completed. Perform

10Z

temporary or permanent seeding on the stockpiles.

When Spreading Stockpiled Topsoil is a bid item, the Department will allow the topsoil to be spread directly on the areas designated to receive the topsoil, without stockpiling, provided that seeding and protection operations are ready to begin.

3.1.7 Roadbed. In addition to the limits of the roadbed as defined in Subsection 101.03, extend the roadway excavation to the ditch lines in cuts. Conduct roadway excavation operations to make available a sufficient quantity of selected materials to complete the roadbed.

Remove all rock between ditch lines to a depth below the required grade as specified in the Plans or as staked. Leave the final surface of the rock to provide complete drainage. Construct the refill over this surface with select material having no stone or spalls larger than 4 inches. Place all refill in lifts not exceeding one foot in depth, loose measurement, and compact according to Part 3.2 of this note. The Engineer will make no allowance for excavation and refill material to a greater depth below the required grade than as specified in the Plans or as staked.

When encountering unsuitable material at subgrade elevation, remove the material to the depths specified in the Plans or as directed. Dry and use material that is unstable due to excessive moisture but otherwise suitable. Waste the material or use the material as refill or in embankments as the Engineer directs. Refill with suitable material.

A) Rock Roadbed. Conduct roadway blasting and excavation operations to make available a sufficient quantity of rock to complete the roadbed.

Prepare rock from formations consisting primarily of limestone, durable sandstone, or durable shale (SDI equal to or greater than 95 according to KM 64-513) that are encountered in the roadway excavation or that are obtained from borrow excavation. Do not use rock fragments exceeding one foot.

Excavate all cuts to a minimum of 2 feet below the final subgrade elevation and refill with the broken stone in 2 lifts, each approximately one foot thick. Leave the excavated surface to provide complete drainage. If excavation is deeper than 2 feet below subgrade, construct the top 2 feet in 2 lifts, each approximately one foot thick and the remaining in lifts not exceeding one foot using rock conforming to this section.

Construct rock roadbed from ditch line to ditch line in cuts, from shoulder to shoulder in fills, and throughout the entire project including mainline, ramps, and approach roads.

Perform all handling, stockpiling, or hauling manipulations, including overhauling, necessary to provide for the proper distribution of the broken stone.

In all instances, dump, spread, and smooth each one-foot lift, and compact each lift by vibratory rollers weighing at least 5 tons to minimize voids and bridging.

B) Chemically Stabilized Roadbed. Construct according to Section 208.

3.2 Embankment.

3.2.1 Embankment Foundations. Remove sod from all embankment areas to a

10Z

depth of approximately 3 inches. The Engineer will not require the removal of sod when constructing embankments over marshy areas.

Remove unsuitable material, including frozen material, encountered in embankment areas before placing any embankment material thereon.

When the height of the embankment, at subgrade elevation, is to be greater than 3 feet above existing concrete pavement, either break the pavement until no fragments have a dimension greater than 3 feet or remove the pavement. When the height of the embankment, at subgrade elevation, is to be 3 feet or less above existing concrete pavement, remove the pavement.

When placing embankment above existing asphalt pavement, break up to destroy all cleavage planes or remove as the Engineer directs.

Cut benches with horizontal and vertical faces into the original ground of embankment foundations as required. When practical, benches should be into rock. Compact the horizontal face. Provide subsurface drainage as specified in the Plans or as the Engineer directs.

When the Contract designates original material as unsuitable for the embankment foundation, the Department will designate areas of Special Excavation and/or treatment and will give instructions about the removal and disposal of unsuitable foundation material in the Plans.

When a bid item of special excavation has not been included in the Contract and the original ground is specified in the Plans as suitable to serve as the embankment foundation but the Engineer subsequently determines the material is unsuitable to remain in its original position, excavate and dispose of the unsuitable foundation material as directed. Incorporate the excavated material into embankments when manipulations such as spreading thin layers or drying the material make it acceptable for use as embankment-in-place. When excavated material cannot be used in embankments, waste the material.

3.2.2 Placing and Compacting. Use only acceptable materials from sources permitted in the Contract. Do not place frozen material, stumps, logs, roots, sod, or other perishable materials in any embankment. Do not place any stone or masonry fragment greater than 4 inches in any dimension within one foot of the finished subgrade elevation, unless rock roadbed is specified.

The Department may allow concrete rubble, without protruding reinforcement, to be placed in embankment provided that no fragment is larger than one foot in any dimension or is placed within 2 feet of the subgrade.

When crossing marshy or otherwise unstable areas, the Department may allow the first lift to exceed one-foot loose depth. Use rock or granular material in the first lift, when available, and construct by placing material behind the leading edge of the layer and blading into place to avoid unnecessary disturbance to the original ground.

Drain, clean out, and fill ponds lying within the staked construction limits.

Construct the upper one foot of the embankment with selected material placed in lifts not exceeding one foot loose thickness.

When rock roadbed is specified, construct the upper 2 feet of the embankment according to Part 3.1.7 of this note.

A) Embankments of Earth, Friable Sandstone, Weathered Rock, Waste Crushed Aggregate, Bank Gravel, Creek Gravel, or Similar Materials. Construct in lifts not exceeding one foot in thickness, loose depth, to the full width of the cross section, and compact the material.

10Z

Shape the upper surface of the embankment to provide complete drainage of surface water at all times. Do not form ruts.

- B) Embankments Principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.** Construct in lifts not exceeding 3 feet. Ensure that the maximum dimensions of boulders or large rocks placed in the embankment do not exceed 3 feet vertically and 4.5 feet horizontally. Place rocks having any dimension greater than 2 feet at least 2 feet below subgrade elevation. Do not dump rock into final position. Distribute the rock to minimize voids, pockets, and bridging. The Engineer will not require rolling in the construction of rock embankment. Do not construct the rock embankment to an elevation higher than one foot below subgrade elevation.
- C) Embankment of Rock/Shale/Soil Combination.** Construct in lifts not exceeding one foot in thickness; however, when the thickness of the rock exceeds one foot, the Department may allow the thickness of the embankment lifts to increase, as necessary, due to the nature of the material, up to 2 feet. Apply a sufficient amount of water to induce slaking when mixtures contain 50 percent or more non-durable shale. Do not dump the mixture into final position. Distribute the mixture in a manner that minimizes voids, pockets, and bridging.
- D) Embankments Principally of Non-Durable Shale (SDI less than 95 according to KM 64-513).** Remove or break down rock fragments or limestone slabs having thickness greater than 4 inches or having any dimension greater than 1 1/2 feet before incorporating them into the lift. Construct in loose lifts not exceeding 8 inches in thickness. Apply water to accelerate slaking. Uniformly incorporate the water throughout the lift using a multiple gang disk with a minimum disk diameter of 2 feet or other suitable equipment the Engineer approves. Compact with 30-ton static tamping foot rollers in conjunction with vibratory tamping foot rollers that produce a minimum compactive effort of 27 tons and direct hauling equipment over the full width of the lift to aid in compaction. When questions arise regarding the durability of shale, use KM 64-514 to estimate the durability of the material in the field.

Compact the embankment foundations and embankment to a density of at least 95 percent of maximum density as determined according to KM 64-511. The Engineer will check density according to KM 64-412.

During compaction, maintain the moisture content of embankment or subgrade material within ± 2 percent of the optimum moisture content as determined according to KM 64-511.

Compact each lift as required before depositing material for the next lift. Provide equipment that will satisfy the density requirements at all times. Run the hauling equipment, as much as possible, along the full width of the cross section.

3.2.3 Embankment Adjacent to Structures. Construct according to Subsection 603.03.04 for backfill.

3.3 Construction Tolerances. Make every reasonable effort to construct the project uniformly within the following allowable tolerances and in a manner that will minimize the field measurements and computations required to determine if the work is satisfactory.

10Z

The Department will allow the following tolerances before making payment for any decreases in the quantity or before requiring the rework of the constructed item:

- 1) Do not deviate the distance from centerline to the ditch lines in cuts and the shoulder lines in fills more than one foot from the dimension specified in the Plans. Ensure that the total width of the roadbed is not deficient by more than one foot at any location.
- 2) Ensure that the sloped surfaces between the ditch lines or shoulder lines and the original ground are not inside the specified slope limits more than 6 inches or outside the specified slope limits more than one foot, both measured horizontally.
- 3) Excavate cut benches to within one foot above or below the bench elevation specified in the Plans or established by the Engineer.
- 4) The Department will not make payment for any earthwork performed outside the limits specified by the neat lines of the cross sections on the Plans or by the Engineer. Do not remove or place any extra material more than one foot outside of these limits without permission, except as provided in Parts 3.1.4 and 3.2 of this note.
- 5) On grade and drain projects where surfacing is not included, complete the subgrade to within ± 0.1 foot of the designated grade at the time of final acceptance, except that when rock roadbed is specified, complete it to within ± 0.2 foot.
- 6) Ensure that all subgrades being prepared for base or surface courses, except traffic bound courses, are within $\pm 1/2$ inch of the specified crown section, except that when rock roadbed is specified, complete it to within ± 0.2 foot. Uniformly construct these subgrades so the subsequent base and surface courses can be constructed within their specified tolerances.

3.4 Landslides. When directed, remove and dispose of all landslides. The Department will measure landslides in place, by the cross section method, before removal of material. Obtain the Engineer's approval for use of slide material.

3.5 Disposal of Wasted Material. Obtain approved sites for wasting material off the right-of-way. Place material to avoid an unsightly appearance. Place all waste to avoid the obstruction of drainage. Seed and protect the wasted material and all temporary haul roads.

Submit for approval drawings of proposed waste areas, showing the configuration of the original ground and the anticipated configuration of the area upon completion of the waste operation; any preparatory work such as benching; provisions for surface and subsurface drainage of the area after wasting is completed; and any other necessary information. The Department will pay for the geotechnical investigation and analysis of the proposed waste area when one is requested by the Engineer. Ensure all work is performed by a pre-qualified geotechnical consultant and according to the Department's Geotechnical Manual.

Furnish cross sections and hydraulic computations for waste area sites situated in the flood plain of any stream. For these computations, define this flood plain as that area required to pass the 100 year flood. Indicate with the computations the effect that the waste site will have on both the design flood and the 100 year flood.

Furnish copies of a written agreement with the property owner, approval of the owner(s) of utilities of any nature existing within the proposed waste area, and approvals from all applicable regulatory agencies including the Natural Resources and Environmental Protection Cabinet, US Forest Service, US Army Corp of Engineers, US

10Z

Fish and Wildlife, Kentucky Division of Water, and Planning and Zoning Commissions.

When encountering unanticipated waste material resulting from landslides or approved slope changes, waste it within the right-of-way at sites designated by the Engineer, or dispose of it off the right-of-way at sites acquired or approved by the Department.

4.0 MEASUREMENT.

4.1 Payment for Design Quantities. Unless the Contract provides for payment based on field measurements of material excavated, the Department will not measure Excavation or Embankment quantities but will make final payment at the Contract unit price for the design quantity specified within the neat lines of the cross sections on the Plans, increased or decreased by authorized adjustments.

The Department will not consider any quantity specified in the Plans for contingencies to be part of the design quantity. The Department will include only the portion of the contingency quantity actually used, as determined by the Engineer's measurements.

4.2 Authorized Adjustments. The Department will only make adjustments to the design quantities of Excavation or Embankment authorized by the Engineer for the following reasons:

- 1) Changes in the quantity of work due to benching, undercutting, changing slopes or grades, removing slides, and any other required procedures.
- 2) Decreases in the quantity because of acceptable work not conforming to established tolerances.
- 3) Corrections of major errors on the Plans. Major errors are defined as individual mistakes of 5 percent or more in the quantity of earthwork between 2 consecutive cross sections, for omissions, duplications, or other errors in the survey or on the Plans, but not for minor discrepancies in the plotting of cross sections, in the planimetry of cross sections, and in the resulting computation of the volume of earthwork. When errors in the lines or grades specified in the Plans cause major errors in earthwork quantities, the Department will correct the earthwork quantities throughout the entire span of the errors. The Department will not adjust earthwork quantities when errors in the lines or grades do not cause major errors in the earthwork quantities.
- 4) Arithmetical mistakes.

4.3 Serrated Slopes. The Department will not measure this work for payment and will consider it incidental to either Excavation or Embankment, as applicable.

The Department will not measure for payment any breakage of the soft rock or other material outside the staked slope line.

4.4 Presplitting. The Department will not measure this work for payment and will consider it incidental to Excavation. However, if the Engineer directs in writing slope changes, then the Department will pay for the second presplitting operation as Extra Work.

The Department will not measure for payment any extra material excavated because of the drill holes being offset outside the designated slope lines.

The Department will not measure for payment any material including any earth overburden necessary to be removed due to the Contractor's faulty blasting practices.

10Z

4.5 Rock Roadbed. The Department will measure the quantity in cubic yards as Embankment. The Department will not measure any special work necessary to perform rock roadbed construction for payment and will consider it incidental to the Embankment bid item.

The Department will measure the removal of unsuitable material as Excavation. The Department will measure any additional material necessary for refill as Embankment, at its origin. The Department will not measure for payment rock refill exceeding 2 feet. When the material is removed from the roadbed and wasted without the Engineer's permission, the Department will not measure for payment any required refill material.

4.6 Landslides. The Department will measure the removal quantity in cubic yards as Excavation and will make equal measurement as Embankment when placed outside the plan's neat lines or wasted. When placed within the neat lines, the Department will consider the equal measurement of Embankment incidental to the Embankment design quantity. When the material is placed outside the plan's neat lines or wasted without the Engineer's permission, the Department will not consider the equal measurement of Embankment for payment.

The Department will not measure for payment the removal and disposal of landslides resulting from faulty operations.

Whenever a landslide extends beyond the right-of-way in wooded areas, and the Engineer directs trees and stumps be removed, the Department will measure for payment clearing of the additional area under Clearing and Grubbing or Removing Trees and Stumps, as provided in the original Contract.

4.7 Ditches. When Ditching or Ditching and Shouldering are listed as a bid item, the Department will measure this according to Subsection 209.04. When Ditching or Ditching and Shouldering are not listed as a bid item, the Department will not measure this work for payment and will consider it incidental to either Excavation or Embankment, as applicable.

4.8 Excavation. The Department will measure the quantity in cubic yards based on design quantities with authorized adjustments. The Department will base the measurement of the Excavation quantities at locations where serrated slopes are constructed on the areas and volumes defined by the staked slope lines. The Department will not measure for payment any excavated material used for any purpose other than that the Plans specify or the Engineer approves.

When the Contract provides for payment based on field measurements of the material excavated, the Department will measure the excavation in its original position by taking cross sections before the work starts and after it is entirely completed. The Department will compute the volume by the average end-area method. The Department will include in its measurement all unavoidable slides and authorized excavation of any material below the subgrade.

Where material has been excavated beyond the slope line and wasted, without being authorized, the Department will measure the wasted material and deduct it from the excavated quantities.

In determining the amount of waste material to be deducted as the result of excavation beyond the slope lines set by the Engineer, and wasted, the Department will consider only that portion outside of one foot additional width of embankment on each side, widened uniformly. The Department will measure the volume and deduct it from the excavation quantities without regard to swell or shrinkage factors.

4.9 Benches. The Department will measure excavation of benches as Excavation

10Z

and will make equal payment as Embankment.

4.10 Embankment. The Department will measure the quantity in cubic yards as the design quantity shown within the neat lines of the cross sections on the Plans, increased or decreased by authorized adjustments according to Part 4.2 of this note.

The Department will consider removing sod 3 inches or less in depth; removing and/or scarifying of existing pavements in embankment areas; and the addition of water to aid compaction incidental to Embankment.

When undercutting embankment foundations, regardless of whether the excavated material is used as embankment or is wasted, the Department will measure the removal of unsuitable materials as Excavation or Special Excavation.

When the Engineer directs that the excavated material be wasted, then the Department will measure the material used to replace the wasted material as the same quantity as the excavated volume, and will pay for the material as Embankment. When the excavated material is used in embankment, the Department will make no separate payment for the material necessary to replace the excavated material.

The Department will not measure borrow excavation used to construct the embankment for payment and will consider it incidental to the construction of Embankment.

4.11 Special Excavation. The Department will measure the quantity in cubic yards as the design quantity shown within the neat lines of the cross sections on the Plans, increased or decreased by authorized adjustments as specified in Parts 4.1 and 4.2 of this note.

The Department will not measure overhaul of material and will consider it incidental to Special Excavation.

4.12 Waste. The Department will consider acquiring a waste site, disposing of waste, and providing erosion control for the site and haul roads incidental to Excavation and Embankment.

If the waste material is due to authorized adjustments, the Department will measure the quantity of unanticipated waste resulting from the authorized adjustments in place before excavation; make provisions for a waste site; and measure erosion control work for payment according to Subsection 212.04. The Department will include the quantity of approved unanticipated waste under Embankment.

4.13 Overhaul. The Department will measure the quantity only for excavation and embankment added due to authorized adjustments. For all other excavation quantities, the Department will not measure this work for payment and will consider it incidental to either Excavation or Embankment, as applicable.

The Department will measure the quantity by the Cubic Yard Station. A Cubic Yard Station is the product of the volume of material hauled in cubic yards and the distance that the material is hauled, in excess of the 2,000 feet of free haul, in stations of 100 feet, as determined by the Mass Diagram Method or by analytical methods.

4.14 Channel Lining, Class IV. The Department will measure the quantity in cubic yards.

4.15 Water. The Department will not measure for payment water used to provide sufficient moisture for compaction.

5.0 PAYMENT. The Department will make payment for the completed and accepted

10Z

quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
21554EN10Z	Excavation	Cubic Yard
----	Overhaul	Cubic Yard Station
02488	Channel Lining, Class IV	Cubic Yard
05998	Spreading Stockpiled Topsoil	Cubic Yard
21553EN10Z	Embankment	Cubic Yard
02204	Special Excavation	Cubic Yard

The Department will pay for Overhaul at 2 percent of the Contract unit price for both Excavation and Embankment for each Cubic Yard Station.

The Department will consider payment as full compensation for all work required under this section.

January 1, 2008

STANDARD DRAWINGS THAT APPLY

**ROADWAY
~ BARRIERS ~**

TYPICAL BARRIER INSTALLATIONS

TYPICAL GUARDRAIL INSTALLATIONS	RBI-001-09
TYPICAL GUARDRAIL INSTALLATIONS	RBI-002-06
INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1	RBI-004-03

GUARDRAIL HARDWARE

STEEL BEAM GUARDRAIL (W-BEAM)	RBR-001-11
GUARDRAIL COMPONENTS	RBR-005-10
GUARDRAIL TERMINAL SECTIONS.....	RBR-010-05
GUARDRAIL POSTS	RBR-015-04
GUARDRAIL POSTS	RBR-016-04
GUARDRAIL END TREATMENT TYPE 1.....	RBR-020-03
GUARDRAIL END TREATMENT TYPE 4A.....	RBR-035-08

~ DRAINAGE ~

CHANNEL LINING CLASS II AND III	RDD-040-04
---------------------------------------	------------

MISCELLANEOUS DRAINAGE

SILT TRAP - TYPE A	RDX-220-04
SILT TRAP - TYPE B.....	RDX-225
SILT TRAP - TYPE C.....	RDX-230

**~ FENCES AND GATES ~
WOVEN WIRE FENCE**

FENCING DETAILS	RFW-001-04
WOVEN WIRE FENCE TYPE 1.....	RFW-005-06

~ GENERAL ~

CURVE WIDENING AND SUPERELEVATION

CURVE WIDENING AND SUPERELEVATION TRANSITIONS	RGS-001-06
---	------------

MISCELLANEOUS STANDARDS

MISCELLANEOUS STANDARDS PART 1	RGX-001-05
TYPICAL EMBANKMENT FOUNDATION BENCHES	RGX-010-03
ONE POINT PROCTER FAMILY OF CURVES.....	RGX-200

TRAFFIC

~ TEMPORARY ~

TRAFFIC CONTROL

LANE CLOSURE TWO-LANE HIGHWAY CASE I	TTC-100-01
LANE CLOSURE TWO-LANE HIGHWAY CASE II.....	TTC-105-01
SHOULDER CLOSURE	TTC-135-01

DEVICES

POST SPLICING DETAILTTD-110-01

STRIPING OPERATIONS

MOBILE OPERATION FOR PAINT STRIPING CASE I..... TTS-100-01

MOBILE OPERATION FOR PAINT STRIPING CASE II TTS-105-01

MOBILE OPERATION FOR PAINT STRIPING CASE III..... TTS-110-01

MOBILE OPERATION FOR PAINT STRIPING CASE IV TTS-115-01

BRIDGES

RAILING SYSTEMS

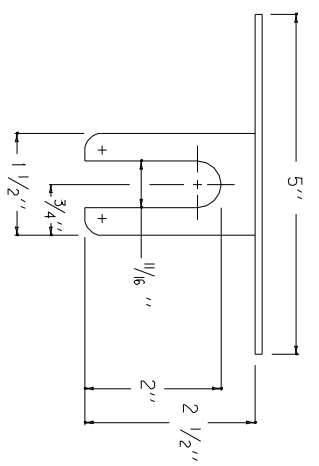
RAILING SYSTEM, TYPE II, GUARDRAIL TREATMENTBHS-007-05

NOTES

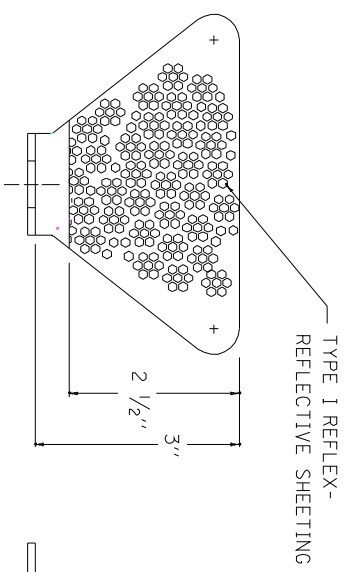
1. DELINEATOR SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE EACH, AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR ONE COMPLETE INSTALLATION.
2.

CODE	PAY ITEM	PAY UNIT
1982	DELINEATOR FOR GUARDRAIL - WHITE	EACH
1983	DELINEATOR FOR GUARDRAIL - YELLOW	EACH
3. GUARDRAIL DELINEATORS SHALL BE REQUIRED ON ALL ROADWAYS WITH SHOULDERS 6'-0" IN WIDTH OR LESS AND AT OTHER LOCATIONS WHERE THE GUARDRAIL LEADS INTO HORIZONTAL CURVES OF LESS THAN 950 FEET RADIUS.
4. DELINEATORS SHALL BE MANUFACTURED FROM 12 GA. GALVANIZED STEEL.
5. DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MANUFACTURE TOLERANCES.
6. WHEN CONCRETE BARRIERS EXTEND ACROSS BRIDGE STRUCTURES IN LIEU OF STEEL BEAM GUARDRAIL, DELINEATORS SHALL BE INSTALLED AT SAME VERTICAL ALIGNMENT AS ON THE GUARDRAIL AND DELINEATORS SHALL COMPLY WITH CURRENT STD. DWG. RBM-020.

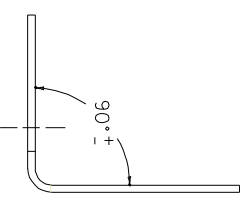
COUNTY OF	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
-----------	-------------	-----------	--------------



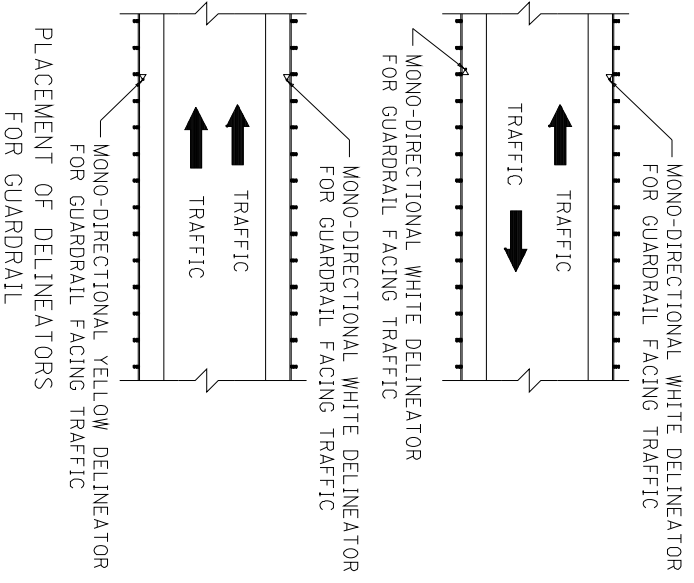
PLAN VIEW



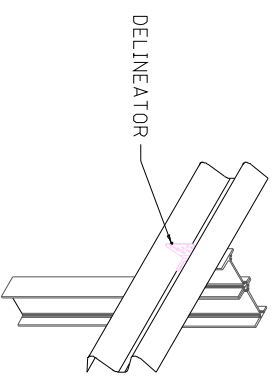
FRONT VIEW



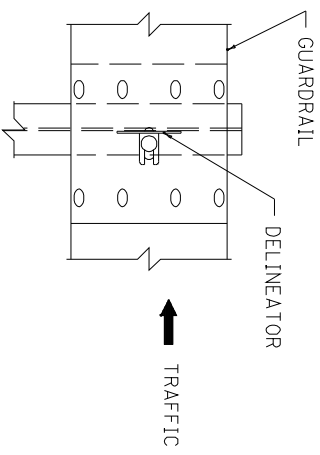
SIDE VIEW



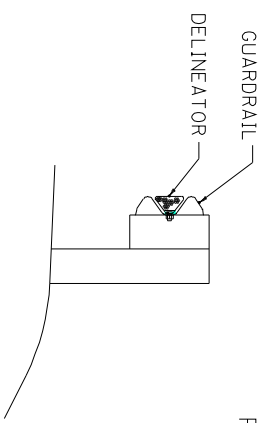
PLACEMENT OF DELINEATORS FOR GUARDRAIL



ISOMETRIC VIEW



FRONT VIEW



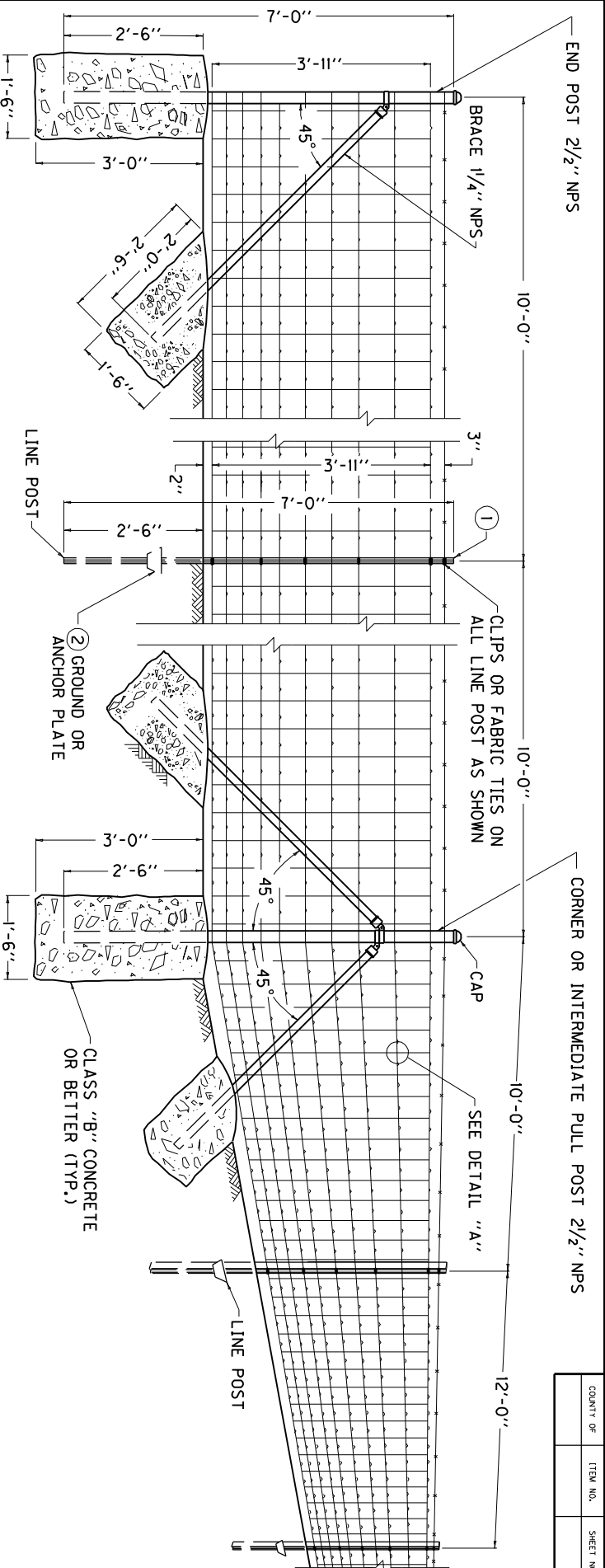
DELINEATOR SPACINGS ON HORIZONTAL CURVES	
DEGREE OF CURVE	SPACING ON CURVES
$\leq 2^\circ$	100'
$> 2^\circ \leq 4^\circ$	75'
$> 4^\circ$	50'

SPACING ON TANGENTS = 100' INTERVALS

KENTUCKY
DEPARTMENT OF HIGHWAYS

DELINEATORS FOR GUARDRAIL

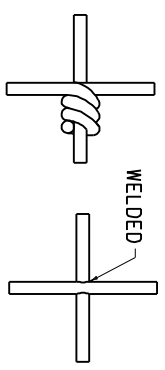
SUBMITTED *William P. Bell* 12-1-99
TECH DIVISION OF DESIGN DATE



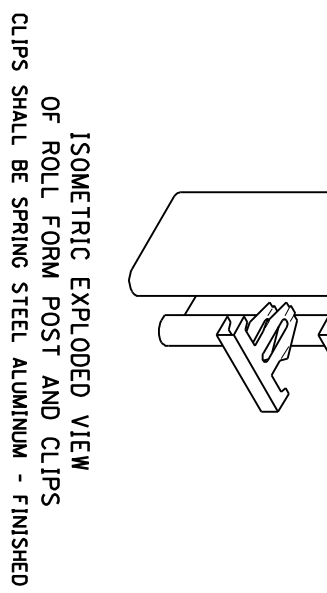
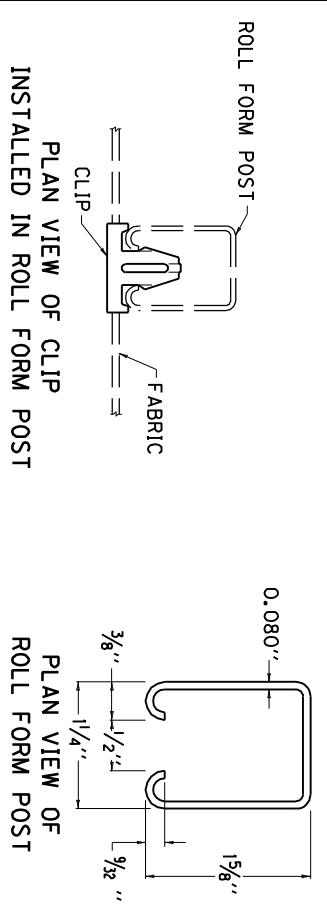
NOTES

RIGHT-OF-WAY FENCE

- MATERIALS:**
 WOVEN-WIRE FABRIC SHALL BE EITHER ALUMINUM-COATED STEEL NO. 1047-6-9 OR ZINC-COATED STEEL NO. 1047-6-9. ALL FENCE FITTINGS SHALL COMPLY WITH ASTM F 626. NPS = NOMINAL PIPE SIZE - ASTM F1083 AND F1043 (HEAVY INDUSTRIAL FENCE) SHALL GOVERN.
- ① **STUDDED "T" POST SHALL COMPLY WITH ASTM A 702 AT 1.33 LBS. PER FOOT**
- OR -
 - ② ROLL FORM POST AT 1.40 LBS. PER FOOT (SEE DETAIL)
 - ③ NOT REQUIRED FOR ROLL FORM POST.



ALTERNATE METHODS OF SECURING VERTICAL STAY WIRE TO THE HORIZONTAL WIRE OF THE FABRIC.
DETAIL "A"



KENTUCKY DEPARTMENT OF HIGHWAYS	
WOVEN WIRE FENCE TYPE 1	
APPROVED	DATE
	04-15-08
006	

COUNTY OF	ITEM NO.	SHEET NO.

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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

General Decision Number: KY100211 03/25/2011 KY211

State: Kentucky

Construction Type: Highway

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

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

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

BRIN0004-003 04/01/2010

BRECKENRIDGE COUNTY

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

BRKY0001-005 06/01/2009

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

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

* BRKY0002-006 11/01/2010

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

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

BRKY0007-004 06/01/2009

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

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

BRKY0017-004 06/01/2009

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

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

CARP0064-001 07/01/2010

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

ELEC0212-008 05/31/2010

BRACKEN, GALLATIN and GRANT COUNTIES

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

ELEC0212-014 01/01/2006

BRACKEN, GALLATIN & GRANT COUNTIES:

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

ELEC0317-012 06/01/2010

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

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

ELEC0369-007 05/26/2010

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

	Rates	Fringes
ELECTRICIAN.....	\$ 29.27	13.08

ELEC0575-002 12/01/2009		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.79	11.88

ENGI0181-018 07/01/2010		

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

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

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

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

IRON0044-009 06/01/2009

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

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

IRON0070-006 06/01/2010

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

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

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

 IRON0372-006 06/01/2010

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

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

 IRON0769-007 06/01/2010

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

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

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

 * LABO0189-003 07/01/2010

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

* LABO0189-008 07/01/2010

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

* LABO0189-009 07/01/2010

BRECKINRIDGE & GRAYSON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

Air); Water Blaster

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

PAIN0012-005 06/11/2005

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

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

PAIN0012-017 06/01/2010

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 05/01/2010

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

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

Tools, Waterblast & Steam
Cleaning.....\$ 19.50 10.30

PAIN1072-003 12/01/2010

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

Rates Fringes

Painters:

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

PLUM0248-003 06/01/2010

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

Rates Fringes

Plumber and Steamfitter.....\$ 31.37 15.23

PLUM0392-007 06/01/2008

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

Rates Fringes

Plumbers and Pipefitters.....\$ 28.39 14.30

PLUM0502-003 08/01/2010

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

Rates Fringes

PLUMBER.....\$ 30.50 15.13

SUKY2010-160 10/08/2001

Rates Fringes

Truck drivers:

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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

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

--
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
10.8%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Clark County.

PART IV
INSURANCE

INSURANCE

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

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

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

PART V
BID ITEMS

CONTRACT ID: 114013
 COUNTY: CLARK
 PROPOSAL: HSIP 3000 (739)

PAGE: 1
 LETTING: 06/17/11
 CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION 0001 DRAINAGE						
0010	00001	DGA BASE	300.000	TON		
0020	00100	ASPHALT SEAL AGGREGATE	25.000	TON		
0030	00103	ASPHALT SEAL COAT	4.000	TON		
0040	00190	LEVELING & WEDGING PG64-22	50.000	TON		
0050	00212	CL2 ASPH BASE 1.00D PG64-22	350.000	TON		
0060	00301	CL2 ASPH SURF 0.38D PG64-22	175.000	TON		
0070	01982	DELINEATOR FOR GUARDRAIL-WHITE	15.000	EACH		
0080	02014	BARRICADE-TYPE III	6.000	EACH		
0090	02230	EMBANKMENT IN PLACE	200.000	CUYD		
0100	02262	FENCE-WOVEN WIRE TYPE 1	250.000	LF		
0110	02265	REMOVE FENCE	250.000	LF		
0120	02351	GUARDRAIL-STEEL W BEAM-S FACE	325.000	LF		
0130	02355	GUARDRAIL-STEEL W BEAM-S FACE A	100.000	LF		
0140	02360	GUARDRAIL TERMINAL SECTION NO 1	1.000	EACH		
0150	02367	GUARDRAIL END TREATMENT TYPE 1	2.000	EACH		
0160	02381	REMOVE GUARDRAIL	400.000	LF		
0170	02391	GUARDRAIL END TREATMENT TYPE 4A	1.000	EACH		
0180	02483	CHANNEL LINING CLASS II	100.000	TON		
0190	02562	SIGNS	900.000	SQFT		
0200	02585	EDGE KEY	56.000	LF		

CONTRACT ID: 114013
 COUNTY: CLARK
 PROPOSAL: HSIP 3000 (739)

PAGE: 2
 LETTING: 06/17/11
 CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210	02650	MAINTAIN & CONTROL TRAFFIC KY 627	(1.00)	LS		
0220	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.000	EACH		
0230	02726	STAKING KY 627	(1.00)	LS		
0240	02731	REMOVE STRUCTURE KY 627	(1.00)	LS		
0250	06510	PAVE STRIPING-TEMP PAINT-4 IN	3,000.000	LF		
0260	06514	PAVE STRIPING-PERM PAINT-4 IN	3,000.000	LF		
0270	08801	GUARDRAIL-STEEL W BEAM-S FACE BR	25.000	LF		
0280	10040ES	MASS CONCRETE	60.000	CUYD		
0290	20257NC	SITE PREPARATION KY 627	(1.00)	LS		
0300	21415ND	EROSION CONTROL KY 627	(1.00)	LS		
0310	23060EN	PRECAST CONCRETE ARCH CULVERT	28.000	LF		
SECTION 0002 DEMOBILIZATION						
0320	02569	DEMOBILIZATION (AT LEAST 1.5%)		LUMP		
		TOTAL BID				