



CALL NO. 100

CONTRACT ID. 122600

CARROLL COUNTY

FED/STATE PROJECT NUMBER IM 0712 (070)

DESCRIPTION LOUISVILLE-COVINGTON ROAD I-71 (MP 39.371)

WORK TYPE BRIDGE DECK RESTORATION & WATERPROOFING

PRIMARY COMPLETION DATE 11/16/2012

LETTING DATE: June 15, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME June 15, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

DBE CERTIFICATION REQUIRED - 2%

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

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PART I
SCOPE OF WORK

CONTRACT ID - 122600

ADMINISTRATIVE DISTRICT - 06

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - CARROLL
IM 0712 (070)

PCN - MB02100711201

LOUISVILLE-COVINGTON ROAD I-71 (MP 39.371) TWIN BRIDGES OVER MILL CREEK AND MILL CREEK
ROAD. BRIDGE DECK RESTORATION & WATERPROOFING. SYP NO. 06-02035.00.
GEOGRAPHIC COORDINATES LATITUDE 38^35'33" LONGITUDE 85^10'32"

COMPLETION DATE(S):

COMPLETION DATE - November 16, 2012
APPLIES TO ENTIRE CONTRACT

30 WORKING DAYS
APPLIES TO B00038L

30 WORKING DAYS
APPLIES TO B00038R

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 PIPE INSPECTION

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this

contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

10/18/2011

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

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

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social

security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee's SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

- 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. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 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.

UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited.

Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

- 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/Pages/Subcontracts.aspx>

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.

09/14/11

NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

OPTION A

Be advised that the Department will accept compaction of asphalt mixtures furnished for driving lanes and ramps, at 1 inch (25mm) or greater, on this project according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specifications. The Department will require joint cores as described in Section 402.03.02 for surface mixtures only. The Department will accept compaction of all other asphalt mixtures according to OPTION B.

INDEX OF SPECIAL NOTES THAT APPLY

ITEM No. 6-02035.00

- ❖ SPECIAL NOTE FOR CLEARING BRIDGE SITE
- ❖ SPECIAL NOTE FOR ELIMINATING TRANSVERSE JOINTS ON BRIDGES
- ❖ NOTES FOR BRIDGE PIER AND BEAM CONCRETE PATCHING
- ❖ SPECIAL NOTE FOR PLACING BRIDGE OVERLAY APPROACH PAVEMENT
- ❖ SPECIAL NOTE FOR REPLACING EXPANSION DAMS AND INSTALLING ARMORED EDGES FOR CONCRETE ON BRIDGES
- ❖ SPECIAL NOTE FOR USE OF HYDRODEMOLITION METHOD
- ❖ SPECIAL NOTE FOR BRIDGE RESTORATION AND WATERPROOFING WITH CONCRETE OVERLAYS
- ❖ SPECIAL NOTE FOR PIER CAP WIDENING
- ❖ SPECIAL NOTE FOR SHEAR KEY INSTALLATION
- ❖ SPECIAL NOTE FOR EROSION CONTROL ON BRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR CLEARING BRIDGE SITE

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, and this Note. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment to complete the work on this project as follows: (2) Cut all trees, brush, and other woody vines or plants located within the clearing limits specified in these Notes; (3) Remove all vines or other vegetation growing on or attached to any bridge elements; (4) Remove and dispose of all cut vegetation and any debris within the designated clearing limits; (5) Cleanup and remove all driftwood within the designated clearing limits; (6) Treat cut stumps and stubs to prevent re-sprouting; and (7) Perform Permanent Seeding and Protection as required.

II. MATERIALS

Provide herbicide material for the treatment of cut stumps meeting the following criteria:

Active ingredient:

Glyphosate*, N-(phosphonomethyl) glycine, in the form of its isopropylamine salt ...	41.0%
Inert ingredients	59.0%
Total.....	100.0%

*Contains 480 grams per liter (4 pounds per U. S. gallon) of the active ingredient, glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter (3 pounds per U. S. gallon) of the acid, glyphosate.

III. CONSTRUCTION METHODS

A. Clearing. The Contractor shall cut all trees, brush, and other woody vines flush to the ground or as close to the ground as possible. Remove all vines or other vegetation growing on or attached to any bridge element by hand and cut this vegetation as close to the ground as possible.

B. Clearing Limits. The clearing limits shall be defined as the entire area from the bridge abutment backwalls and extending ten (10) feet beyond the dripline of the bridge fascia on each side or to the obvious right-of-way line, whichever is encountered first. These limits are subject to the direction of the Engineer.

C. Treatment of Cut Stumps. Mix the herbicide as a 50 percent solution with water in the presence of the Engineer. Include a color indicator in the herbicide solution to mark the treated stumps.

Spray or paint the herbicide solution onto all cut stumps and stubs within eight hours after their cutting. Apply the herbicide solution in a manner to avoid drifting the herbicide solution onto surrounding vegetative ground cover. Comply with current laws and regulations established by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and by KRS 217B that regulate the handling, use, and application of pesticides.

D. Cleanup and Removal of Debris and Wood Waste. Remove all debris, trees, and brush from the work site and dispose of it off the right-of-way. Keep the accumulated waste material and debris at a site that will prevent it from washing at all times until disposal. Dispose of waste material promptly after cutting.

Minimize disturbance of other ground cover while performing this work. Grade exposed earth and any erodible areas to a uniform cross section or slope immediately after clearing. Perform permanent seeding and protection in accordance with Section 212 at the earliest practical time. Contrary to Section 212, any Permanent Seeding and Protection required by the Engineer shall be considered incidental to the pay item "Clearing Bridge Site".

E. Equipment. Provide suitable tree and brush removal equipment in good working condition. Conform to all Occupational Safety and Health Administration (OSHA) regulations. Furnish all equipment and accessory items necessary for the efficient operation and completion of the work.

IV. MEASUREMENT.

The Department will measure the quantity by the lump sum. The Department will not measure the Herbicide Treatment of Cut Stumps, the Cleanup and Removal of Debris and Wood Waste, or Permanent Seeding and Protection and will consider these items incidental to the pay item "Clearing Bridge Site".

V. PAYMENT

The Department will make payment for the completed and accepted quantities of clearing under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
20214ED	Clearing Bridge Site	Lump Sum

The Department will consider payment as full compensation for all work required by this Note.

SPECIAL NOTE FOR ELIMINATING TRANSVERSE JOINTS ON BRIDGES

- 1.0 DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing concrete to eliminate the transverse joint; (3) Install additional steel reinforcement and new concrete as specified and in accordance with the attached detail drawings; (4) Contain spent abrasives and protect the stream and vehicular traffic from debris; (5) Maintain and control traffic; and (6) Any other work specified as part of this contract.

2.0 MATERIALS.

- A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- B. Steel Reinforcement.** Use Grade 60. See Section 602.
- C. Epoxy Bond Coat.** See Section 511.

3.0 EQUIPMENT.

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

4.0 CONSTRUCTION.

- A. Remove Existing Materials.** Remove the existing transverse joints, joint filler, and specified areas of concrete as shown on the plans or as directed by the Engineer. Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.
Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Eliminate Transverse Joint".
- B. Additional Steel Reinforcement.** Furnish for this work steel reinforcing bars as shown on the plans. Splice these bars to the existing longitudinal reinforcement in the deck and curb/sidewalk in the areas of removed concrete to tie the slabs together as shown on the plans. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete.
- C. Place New Concrete.** Blast clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be

coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.

Place new Class "M" Concrete to the specified grade and finish to receive the new overlay or as shown on the plans. On the sidewalk and curb, place the new concrete to original grade and finish to match the existing curb/sidewalk.

5.0 MEASUREMENT.

A. Eliminate Transverse Joint. The Department will measure the quantity in linear feet from Barrier Wall to Barrier Wall perpendicular to the centerline of the bridge.

B. Steel Reinforcement. See Section 602.

6.0 PAYMENT.

A. Eliminate Transverse Joint. Payment at the contract unit price per linear foot is full compensation for furnishing equipment, labor, tools and materials needed to complete removal and disposal of the specified existing materials, cleaning and straightening of existing steel reinforcement, furnishing and installing the concrete, and all incidental items necessary to complete the work (except the overlay material if specified elsewhere in the contract) within the specified pay limits as indicated on the drawings.

B. Steel Reinforcement. See Section 602.

NOTES FOR BRIDGE PIER AND BEAM CONCRETE PATCHING

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

- I. DESCRIPTION.** Perform all work in accordance with the Department's 2012 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing spalled/delaminated concrete; (3) Prepare the existing surface for concrete patching; (4) Place hook fasteners and welded wire fabric over surfaces to be repaired (where applicable); (5) Apply concrete patching as specified by this note and as shown on the attached detail drawings; (6) Finish and cure the new Concrete Patches; (7) Maintain & control traffic; and, (8) Any other work specified as part of this contract.

II. MATERIALS.

- A. Concrete.** See KYTC's [List of Approved Materials](#) "VERTICAL AND OVERHEAD REPAIR PATCH".
- B. Steel Reinforcement.** Use Grade 60. See Section 602
- C. Welded Steel Wire Fabric (WWF).** Conform to Section 811
- D. Hook Fasteners.** Use commercial grade galvanized hook fasteners. Minimum 3/16" diameter.

III. CONSTRUCTION.

- A. Concrete Removal and Preparation.** The Contractor, as directed by the Engineer shall locate and remove all loose, spalled, deteriorated and delaminated concrete. The attached drawings show Patching areas to be repaired. Sounding shall be used to locate edges of these delaminated areas and mark to saw cut. Care shall be exercised not to damage areas of sound concrete or reinforcing steel during concrete removal operations. Unless specifically *directed by the Engineer*, depth of removal shall not exceed 6 inches. Concrete removal shall be in accordance with a sequence approved by the Engineer.

Concrete removal shall be accomplished by chipping with hand picks, chisels or light duty pneumatic or electric chipping hammers (not to exceed 15 lbs.). If sound concrete is encountered before existing reinforcing steel is exposed, the surface shall be prepared and repaired without further removal of the concrete. When corroded reinforcing steel is exposed, concrete removal shall continue until there is a minimum 3/4 inch clearance around the exposed, corroded reinforcing bar. Care shall be taken to not damage bond to adjacent non-exposed reinforcing steel during concrete removal processes.

The perimeter of all areas where concrete is removed shall be tapered at an approximately 45° angle, except that the outer edges of all chipped areas shall be saw cut to minimum depth of 3/4 inch to prevent featheredging unless otherwise approved by the Engineer.

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

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

- B. Steel Reinforcement.** All corroded reinforcing steel exposed during concrete removal shall have corrosion products removed by abrasive grit blasting or wire brush whichever is more appropriate. Furnish for replacement, as directed by the Engineer, 200 linear feet of #5 steel reinforcing bars by 20-foot lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Deliver unused bars to Carroll County Maintenance Facilities. Payment will be made in accordance with Section 602. Reinforcing steel displaying deep pitting or loss of more than 20 percent of cross-sectional area shall be removed and replaced. Such bars shall be placed in accordance with the recommendations of ACI 506R, Sections 5.4 and 5.5. In particular, bars shall not be bundled in lapped splices, but shall be placed such that the minimum spacing around each bar is three times the maximum aggregate size to allow for proper encapsulation with concrete patching. Intersecting reinforcing bars shall be tightly secured to each other using tie wire and adequately supported to minimize movement during concrete placement. Welded wire fabric (WWF) shall be provided as shown on the attached sketches and at each repair area larger than 1 square foot if the depth of the repair exceeds 3 inches from the original dimension of the repaired member. Sheets of adjoining WWF shall be lapped by at least one and one-half spaces at all intersections, in both directions, and be securely fastened. WWF fabric shall be supported no closer than ½ inch to the prepared concrete surface and shall have a minimum concrete cover of 1-½ inches. Large knots of tie wire which could result in sand pockets and voids during patching shall be avoided.
- C. Hook Fasteners.** Hook fasteners shall be positioned at the spacing as stated above or as directed by the Engineer. Any given area shall have a minimum of four anchors. The WWF shall not move or deform excessively during concrete patching. Maximum hook fastener spacing shall not exceed 12 inches on a grid pattern over the entire repair area. Hook fasteners shall be of commercial grade galvanized steel with a minimum diameter of 3/16". They may be mechanically set or grouted, as approved by the Engineer. The Department will randomly select hook fasteners to be tested to verify pullout force is sufficient. If any anchors fail to meet the minimum acceptable pullout value, corrective measures shall be taken by the Contractor and further testing will be conducted.

- D. Concrete Patching.** Furnish, Place and finish the new concrete for the patching area in accordance with the manufacturer's recommendations, as shown on the attached detail drawings, or as directed by the Engineer. The Engineer shall approve the Contractor's method of placing and *consolidating* the concrete prior to the beginning of this operation.
- E. Curing.** On completion of finishing operation, patching concrete shall immediately be prevented from drying out and cracking by fogging, wetting, and/or any appropriate method approved by the Engineer. Curing shall continue for duration recommended by the product manufacturer.

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

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

IV. MEASUREMENT

- A. Concrete Patching.** The Department will measure the quantity per square feet of each area restored.
- B. Steel Reinforcement.** See Section 602.
- C. Welded Wire Fabric & Hook Fasteners.** Welded Wire Fabric and Hook Fasteners will not be measured for payment, but shall be considered incidental to "Concrete Patching Repair".

V. PAYMENT

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

The Department will consider payment as full compensation for all work required by these notes and detail drawings.

SPECIAL NOTE FOR PLACING BRIDGE OVERLAY APPROACH PAVEMENT

I. DESCRIPTION. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawing. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Mill the existing approach pavement; (3) Place new asphalt surface; (4) Repair the roadway shoulders, if needed; (5) Maintain and control traffic; and (6) Any other work specified as part of this contract.

II. MATERIALS.

A. Class 4 Asphalt Surface 0.38A PG76-22. This material shall be in accordance with the Standard Specifications.

B. Tack Coat. This material shall be in accordance with the Standard Specifications.

III. CONSTRUCTION.

A. Remove Existing Materials. Remove the existing pavement material to provide for a minimum of 1½" new pavement surface from the bridge end extending approximately 100 feet into the approach pavement and across the width of the approach pavement. The Engineer shall determine the actual length and width of the milling depending on site conditions at each bridge approach. Mill the existing surface so that the new asphalt surface will tie into the new armored edge and matches the original cross section of the approach. Mill a 3-foot edge key to tie the new surface into the existing surface approximately 100 feet from the bridge end. The Engineer shall approve the Contractor's plan for restoring the approach grade prior to the removal of the existing surface. Dispose of all removed material entirely away from the job site or as directed by the Engineer.

Backfill the area of pavement removed for placing the new armored edges with concrete of the same mix design as the overlay (minus the latex) to within 2" +/- of the top of the bridge end. Allow this concrete to wet cure prior to placing the new asphalt surface on it.

B. Produce and Place New Asphalt Surface. Apply an asphalt tack coat in accordance with Section 406. Produce and place the new 1½" asphalt surface in accordance with Section 403 and compact under Option A. The new asphalt surface mixture required for this project shall be "Class 4 Asphalt Surface 0.38A PG 76-22". Place the new asphalt surface to the original roadway cross section or as directed by the Engineer.

C. Treatment of Shoulders. On roadways with paved shoulders, the shoulders shall receive identical treatment to the mainline pavement. On roadways with earth or rock shoulders, the Contractor shall attempt to protect the shoulder from damage. Any damage to earth or rock shoulders shall be repaired by the Contractor to the satisfaction of the Department at no additional cost. These repairs may consist of re-grading, re-compacting, and/or placing millings to return the shoulder to its original cross section.

D. Pavement Markings. Pavement striping will be required to match the existing pavement striping. Pavement striping shall be in accordance with applicable sections of the Standard Specifications and shall be paid accordingly.

Raised pavement markers within the limits of the “Bridge Overlay Approach Pavement” shall be removed prior to the milling operation. The marker castings shall be cleaned and returned to the Engineer.

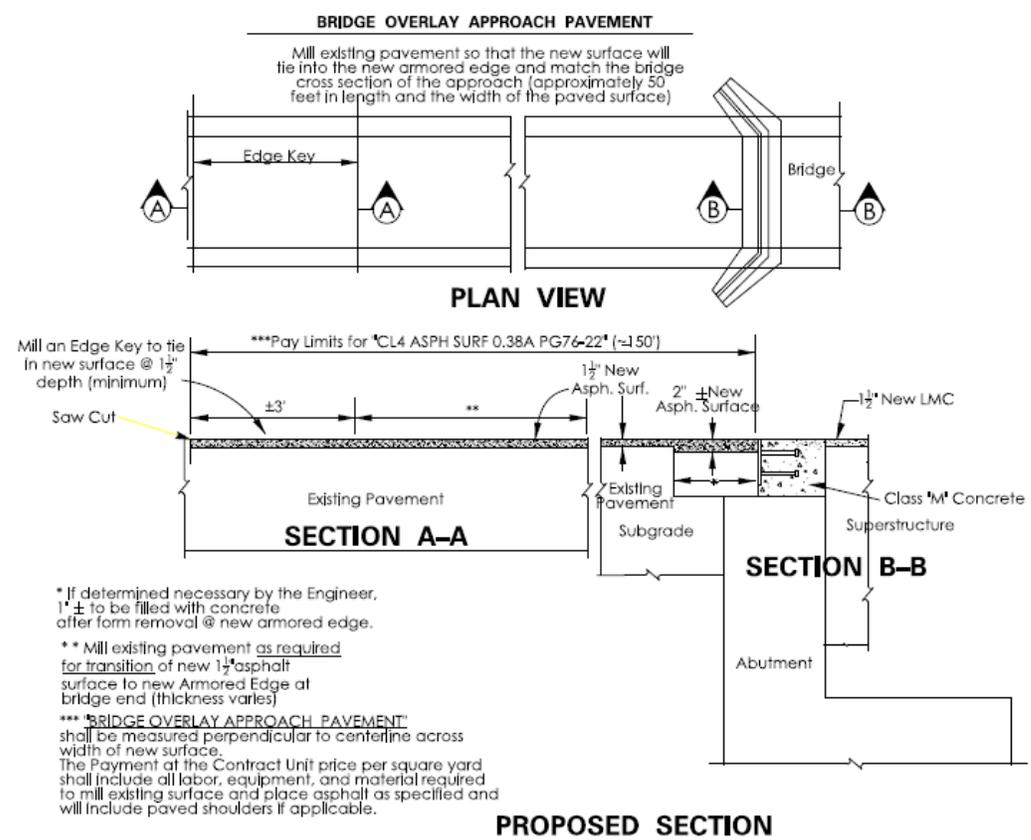
IV. MEASUREMENT.

The Department will measure the quantity in square yards. The Department will measure along the centerline from each end of the structure to the point where the new pavement ties into the exiting pavement and across the width of the new pavement perpendicular to the centerline of the roadway.

V. PAYMENT.

Payment at the contract unit price per square yard is full compensation for backfilling at the end of the structure, removing existing pavement markers, mobilization of milling equipment, removing specified existing pavement material, furnishing and installing the asphalt tack coat, producing and placing the new asphalt surface, shoulder treatment, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawing.

The Department will consider payment as full compensation for all work required by these notes and detail drawings.



NOT TO SCALE

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

I. DESCRIPTION. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

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

II. MATERIALS.

A. Class "M" Concrete. Use either "M1" or "M2". See Section 601.

B. Structural Steel. Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection. See Standard Drawing BJE-001, current edition.

C. Stud Anchors. The armored edge stud anchors are ¾" x 6" embedded stud shear connectors conforming to ASTM A108, Grade 1015 (Nelson Studs or equal).

D. Steel Reinforcement. Use Grade 60. See Section 602.

E. Epoxy Bond Coat. See Section 511.

F. Neoprene Strip Seals. See attached detail drawings and Section 807.

III. EQUIPMENT.

A. Hammer. Provide Power driven Hammers lighter than nominal 45 lb. class.

B. Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.

C. Hydraulic Impact Equipment. Hydraulic Impact/Skid Steer Type Equipment with a maximum rated striking Energy of 360 ft-lbs are permitted only in areas of concrete removal more than 6 inches away from boundaries of surface areas to remain in service. The Contractor is to provide data information to the engineer on the equipment they wish to utilize to ensure compliance with this note.

IV. CONSTRUCTION.

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

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

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

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

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

C. Additional Steel Reinforcement. Furnish for replacement, as directed by the Engineer, 1600 linear feet of #5 steel reinforcing bars in 20' lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Do not place any additional steel reinforcement above the height of the top row of Nelson Studs on the armored edges. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete. Deliver unused bars to the Local County Maintenance Barn. Payment will be made in accordance with Section 602.

D. Stage Construction. Installation of concrete and armored edges in two (or more if specified) stages is necessary. Join the armored edges at or near the centerline of the roadway or lane line, field weld and grind smooth.

E. Preformed Neoprene Joint Seal. Place the preformed joint seal in one continuous, unbroken length. Place neoprene strip seals as recommended by the manufacturer and in accordance with Section 609.03.04 (E), except that shop drawings will not be required.

F. Shop Plans. Shop plans will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.

V. MEASUREMENT.

A. Expansion Joint Replacement – 3”. The Department will measure the quantity in linear feet from gutterline to gutterline along the centerline of the joint.

B. Armored Edge for Concrete. The Department will measure the quantity in linear feet from gutterline to gutterline along the face of the bridge end.

C. Steel Reinforcement. See Section 602.

VI. PAYMENT.

A. Expansion Joint Replacement – 3”. Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete, neoprene strip seal, and all incidental

items necessary to complete the work (except the overlay material) within the specified pay limits as specified by this note and as shown on the attached detail drawings.

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

SPECIAL NOTE FOR USE OF HYDRODEMOLITION METHOD

Description

This work consists of bridge surface deck preparation using Hydrodemolition to provide a uniform depth, highly bondable surface and to remove all variable depth, unsound material. This item also includes the removal and disposal of all concrete and debris, vacuuming, shielding, water control, additional jack hammering and all other aspects of work necessary to prepare the deck for the placement of the new latex modified concrete overlay.

Equipment

Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.

Mechanical Scarifying Equipment. The scarifying equipment shall be a power operated mechanical scarifier capable of uniformly scarifying or removing the old concrete or asphalt wearing surface from the bridge deck to the depths required in the plans or as directed by the Engineer. The equipment shall be self-propelled with sufficient power, traction and stability to maintain accurate depth of cut and slope. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine by referencing the existing bridge deck by means of a ski or matching shoe, or from an independent grade control; in addition, it shall be equipped with an integral loading means to remove the material being cut from the bridge deck and to discharge the cuttings into a truck all in a single operation.

Hydro-Demolition Equipment. The Hydrodemolition equipment shall consist of a filtering and pumping unit operating with a self-propelled computerized robot that utilizes a high pressure water jet capable of removing concrete to the depth specified on the plans or as directed by the Engineer and be capable of removing rust and concrete particles from reinforcing steel. The equipment shall provide a rough and bondable surface and remove all unsound concrete during the initial pass. The minimum water usage shall be 43 gal/min operating at 13,000 psi minimum.

Vacuum Cleanup Equipment. The vacuum cleanup equipment shall be equipped with fugitive dust control devices and be capable of removing wet debris and water all in the same pass. Provide equipment capable of washing the deck with pressurized water prior to the vacuum operation to dislodge all debris and slurry from the deck surface.

Hand Held Blast Cleaning Equipment. Hand held blast shall be either sand or water as necessary to expose fine and coarse aggregates; thoroughly clean all exposed reinforcing steel; and remove any unsound concrete or laitance layers from the proposed concrete overlay surface. If sand blasting equipment is utilized, the equipment shall have oil traps. If water blasting equipment is utilized, the equipment must be capable of delivering a minimum of 5,000 psi.

Power Driven Hand Tools. Power driven hand tools and jackhammers will be permitted, but shall not be heavier than the nominal 45 lb class. Chipping hammers shall not be heavier than the nominal 15 lb class. Only hand chipping tools shall be used when removing concrete within 1 in. of reinforcing steel. Mechanically driven tools shall be operated at a maximum angle of 45 degrees from the bridge floor surface.

Construction Methods

General: Perform Hydrodemolition surface preparation over the entire top surface of the reinforced concrete bridge deck to provide a rough and bondable surface and to remove all unsound concrete during the initial Hydrodemolition surface preparation pass. The use of hand chipping tools, either hand or mechanically driven, shall be limited to trim work and areas inaccessible or inconvenient for the hydro-demolition equipment.

Description: This work shall consist of furnishing the necessary labor, materials and equipment to completely remove the top surface of the Portland cement concrete bridge deck surface in accordance with these Specifications and in reasonably close conformity with the grades, thickness, or sections shown on the Plans or as directed by the Engineer. This work shall include the removal of patches other than sound Portland cement concrete and all loose and unsound concrete by Hydrodemolition; preparation of the sound existing concrete surface; removal, forming and concrete for full depth repairs; blast cleaning or high pressure water cleaning the existing deck prior to placement of the modified concrete overlay; and all other operations necessary to complete this work according to these specifications and to the satisfaction of the Engineer.

Preparation of Existing Deck

No operations without reasonably available engineering controls that limit fugitive dust will be acceptable.

The Contractor shall be aware that there are federal, state, regional, and local government agencies that have requirements regarding the control of fugitive dust generated by concrete removal and blasting operations.

The Contractor is responsible for protecting traffic traveling adjacent to and under the work zone while removing bridge deck concrete.

Where the deck is sound for less than one third of its original depth, the concrete shall be removed full depth for limited areas as designated by the Engineer. Full depth repairs shall be completed as specified for Full Depth Repair.

Removal of Existing Modified Concrete Overlays

Use conventional methods to remove any and all existing concrete overlay and concrete and asphalt patches prior to commencement of the Hydrodemolition operation. Clean the bridge deck. Use "Total Surface Hydrodemolition" method to provide a rough & highly bondable surface and to remove partial depth deteriorated concrete with a minimum depth of ¼" below the original deck elevation. If Hydrodemolition does not leave a bondable surface resident can require mechanical scarification to his satisfaction at no additional cost to the Cabinet.

Existing overlay material which is sound and bonded may be left in patch areas with approval of the Project Engineer. If determined the existing patches are to be removed, jackhammers, not to be heavier than the nominal 45 lb class shall be used to remove debonded areas.

If the use of mechanical scarifying equipment results in the snagging of the top mat of steel reinforcement, the scarifying equipment shall be immediately stopped and the depth of removal adjusted. Damaged or dislodged reinforcing steel shall be repaired or replaced at the Contractor's expense. Replacement shall include the removal of any additional concrete.

Concrete Removal by Hydro-Demolition

General: The total surface area of the reinforced concrete bridge deck shall be completely prepared by Hydrodemolition as necessary to provide a highly roughened and bondable surface prior to placement of the proposed bridge deck overlay while removing any deteriorated and unsound concrete in the initial pass. Unsound concrete is defined as existing bridge deck concrete that is deteriorated, spalled, or determined by the engineer to be unsound.

With the use of Hydrodemolition surface preparation, the requirement to provide a minimum ¾" clearance around all reinforcing bars that are more than 50% diameter exposed is waived, providing that the existing concrete is sound. The amount of steel exposed shall be kept to a minimum.

Damaged or dislodged reinforcing steel shall be repaired or replaced at the Contractor's expense. Replacement shall include the removal of any additional concrete required to position the new reinforcing steel at the correct height and to provide the required lap splice lengths as required.

Calibration: Prior to commencement of the Hydrodemolition removal operation, the Hydrodemolition equipment shall be calibrated on an existing **sound** concrete surface as designated by the Engineer. The calibration area shall be a minimum of 7 feet wide by 7 feet long to demonstrate the desired result of this specification.

Move the Hydrodemolition equipment to a second area (7'x7') that is unsound as designated by the Engineer to demonstrate the desired result of this specification which is providing a highly rough and bondable surface and removing all unsound concrete during the initial pass is being achieved.

The Engineer shall verify the following settings:

1. Water pressure gauge (13,000 psi minimum)
2. Machine staging control (step)
3. Nozzle size
4. Nozzle speed (travel)
5. Depth of removal
6. Minimum water usage (43 gallons per minute)

During the Hydrodemolition operations, any or all of the above settings may be modified in order to achieve removal of all unsound concrete and to provide a highly bondable surface. The settings may be changed by the Contractor to achieve total removal of unsound concrete, but the Engineer must be notified of all changes. The Engineer may change any or all of the settings in order to achieve the desired results with Hydrodemolition. The removals and depth shall be verified, as necessary, and at least every 30 feet along the cutting path. The readings shall be documented and, if necessary, the equipment re-calibrated to insure the Hydrodemolition process achieves the desired results and removal of unsound concrete.

Calibration shall be required on each structure; each time Hydrodemolition is performed and as required to achieve the results specified by the plan.

Debris and Fluid Containment: Prior to commencement of the Hydrodemolition operation, the Contractor shall submit a plan for approval to the engineer for control and filtering of all water discharged during operation. The Contractor, at a minimum, shall block all drains on the deck and install aggregate dams every 150 feet; 6 inches high by 1 foot wide minimum, to strain runoff. The deck shall be used as a settlement basin within itself unless an alternate method of water control, satisfactory to the Engineer and meeting the environmental requirements of any associated Regulatory Agency, is required.

The Contractor shall provide shielding, as necessary, to insure containment of all dislodged concrete within the removal area in order to protect the public from flying debris both on and under the work site.

Cleaning

Cleaning shall be performed with a vacuum system capable of removing wet debris and water all in the same pass. The vacuum equipment shall be capable of washing the deck with pressurized water prior to the vacuum operation to dislodge all debris and slurry from the deck surface. Cleaning shall be done in a timely manner, before debris and water is allowed to dry on the deck surface.

Resounding

After the Hydrodemolition operation has completed the removal, and the deck is cleaned and allowed to dry, the deck shall be resounded to assure that the all unsound concrete deck material has been removed. The final sounding of the deck shall be done by the Engineer and shall only be performed when the deck is completely dry and frost-free. Final sounding shall consist of as many successive resounding as required to ensure that all deteriorated and fractured concrete has been removed.

Additional removal shall be performed with 35 lb maximum weight jackhammers operated at an angle of no more than 45 degrees from horizontal. Aerosol spray paint for outlining and sounding chains shall be provided by the Contractor.

Full Depth Repair

Where the deck is sound for less than one third of its original depth, the concrete shall be removed full depth except for limited areas as may be designated by the Engineer. Forms shall be provided to support concrete placed in full depth repair areas. The forms for areas of up to 4 square feet may be suspended from wires from the reinforcing steel. For areas greater than 4 square feet, the forms shall be suspended from the primary members of the superstructure or by shoring below. Areas of full depth repair shall have the concrete faces and reinforcing steel cleaned. Only those areas marked in the field by the Engineer as full depth repair will be paid for as full depth repair.

Preparation Prior to Overlay Placement

Vehicles other than approved construction equipment will not be permitted on those sections of the deck where Hydrodemolition has begun. Contamination of the deck by construction equipment or from any other source shall be prevented.

Method of Measurement

Existing Modified Concrete Overlay Removed shall not be measured for payment. The payment for this operation shall be included in the bid item "HYDRODEMOLITION".

Surface Preparation Using Hydrodemolition shall be measured as the actual deck area in square yards overlaid and shall include the costs of existing overlay removal, surface preparation, Hydrodemolition, ¼" (min.) milling into the original concrete bridge deck surface, removal of the surface preparation debris, cleaning, any incidental materials, and all labor and equipment as necessary to complete the work as described in this specification, but not specifically included in other items for payment.

Full Depth Repair when encountered on a bridge deck and marked in the field by the Engineer, full depth repair shall be paid for per Cubic Yard of Class M Concrete used.

Basis of Payment

Payment for completed and accepted quantities as measured above will be made at the contract price for:

Item	Unit	Description
08550	Square yard	Hydrodemolition

Removal of existing flexible (asphalt) concrete overlays and rigid modified concrete overlays are included as parts of this work if the above bid items are part of the project plans:

STANDARD DRAWINGS THAT APPLY

ITEM NO. 6-02035.00

DELINEATORS FOR CONCRETE BARRIERS (Payment Incidental to Barrier Wall 9T)	RBM-020-08
CONCRETE BARRIER WALL 9T	RBM-115-08
CRASH CUSHION IX-T	RBE-100-09
GUARDRAIL CONNECTION TO BRIDGE END TYPE A AND A-1	RBC-001-09
LANE CLOSURE TWO-LANE HIGHWAY CASE I	TTC-100
LANE CLOSURE MULTI-LANE HIGHWAY CASE II	TTC-120
POST SPLICING DETAIL	TTD-110
BRIDGE RESTORATION AND WATERPROOFING WITH CONCRETE OVERLAYS	BGX-009-04
NEOPRENE EXPANSION DAMS AND ARMORED EDGES	BJE-001-11
GUARDRAIL CONNECTION TO BRIDGE END TYPE A AND A-1 COMPONENTS	RBC-002-001
GUARDRAIL CONNECTION TO BRIDGE END TYPE A AND A-1 COMPONENTS	RBD-003-007

SPECIAL NOTE FOR BRIDGE RESTORATION AND WATERPROOFING WITH CONCRETE OVERLAYS

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, and this Note. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Surface preparation of existing slab; (3) Complete full-depth and partial depth repairs as directed by the Engineer; (4) Place new concrete overlay and epoxy-sand slurry in accordance with Section 606; (5) Maintain and control traffic; and (6) Any other work specified as part of this contract.

All construction will be in accordance with Section 606 unless otherwise specified.

II. MATERIALS.

- A. Latex Concrete.** See Section 606.03.17.
- B. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- C. Epoxy-Sand Slurry.** See Section 606.03.10.
- D. Bituminous asphalt.** See special note for placing bridge overlay approach pavement.

III. EQUIPMENT.

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

IV. CONSTRUCTION.

- A. Surface Preparation.** See Special Note for Use of Hydrodemolition Method.
- B. Remove of Existing Overlay.** See Special Note for Use of Hydrodemolition Method.
- C. Full Depth Slab Repair.** After the existing slab has been machine prepared in accordance to Section 606.03.03, perform full depth patching in accordance with section 606.03.05. The Department will not measure material removal, forming, blast cleaning, or retying steel reinforcement in the patches and will consider this work incidental to the pay item "Concrete Class M Full Depth Patch."
- D. Partial Depth Slab Repair.** Perform partial depth patching in accordance with section 606.03.06. The pay item "PARTIAL DEPTH PATCHING" measured in cubic yards of material placed and accepted will include removal of existing material by any means including Hydrodemolition, forming, blast cleaning, retying steel reinforcement in the patches, and disposal of waste off of construction site.
- E. Surface Texturing.** Texture the concrete surface of the overlay in accordance with Section 609.03.10.

- F. Asphalt Approach Pavement.** See special note for placing bridge overlay approach pavement.
- V. MEASUREMENT.** See Section 606 and the following:
- A. **Concrete Overlay- Latex.** The Department will measure the quantity in cubic yards using the theoretical volume required for the overlay shown in the Plans.
 - B. **Partial Depth Patching.** The Department will measure the quantity in cubic yards by deducting the theoretical volume of bridge deck overlay (LMC) from the total volume (as indicated by the batch quantity tickets) of Concrete required to obtain the finished grade shown on the Plans or established by the Engineer.
 - C. **Concrete Class M for Full Depth Patching.** See Section 606.
 - D. **Asphalt Approach Pavement.** See special note for bridge overlay approach pavement.
- VI. PAYMENT.** See Section 606 and the following:
- 1. **Concrete Overlay- Latex.** See Section 606.
 - 2. **Partial Depth Patching.** The Department will pay for accepted quantities of partial depth patching at the contract unit price in cubic yard for bid item "PARTIAL DEPTH PATCHING".
 - 3. **Concrete Class M for Full Depth Patching.** See Section 606.
 - 4. **Asphalt Approach Pavement.** See special note for bridge overlay approach pavement.

SPECIAL NOTE FOR PIER CAP WIDENING

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Provide safe access to the pier caps in accordance with Section 107.01.01 for the Engineer to sound possible repair areas and for workers to complete the construction; (3) Remove deteriorated concrete as directed by the Engineer; (4) Roughen contact surface and prepare surface to accept new concrete; (5) Widen pier caps as specified in this note and in accordance with the attached detail drawings; (6) Contain spent abrasives and protect the stream and vehicular traffic from debris; (7) Maintain and control traffic; and (8) Any other work specified as part of this contract.

II. MATERIALS.

A. Class "M" Concrete. Use either "M1" or "M2". See Section 601.

B. Steel Reinforcement. Use Grade 60. See Section 602.

C. Epoxy Bond Coat. See Section 511.

III. CONSTRUCTION.

A. Remove Deteriorated Concrete. Prior to beginning the concrete repairs, provide safe access to the repair areas, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas. The Engineer will sound the concrete with a hammer and mark the areas of concrete to be removed.

Remove specified areas of deteriorated concrete as shown on the attached detail drawings and/or as directed by the Engineer. The removal of unsound material shall be accomplished with hand tools or pneumatic hammers that do not exceed fifteen (15) pounds. Precautions shall be exercised to protect the underlying sound material. Dispose of all removed material entirely away from the job site or as directed by the Engineer. This work is incidental to the contract unit price for "Pier Cap Widening".

Clean and leave all existing steel reinforcement encountered in place. Wire brushing may be required to thoroughly clean exposed steel reinforcement. Repair or replace any damaged steel reinforcement as directed by the Engineer at no additional cost to the Department. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to placing the new Class "M" Concrete.

The contractor shall be responsible for ensuring the structural integrity and stability of the bridge during repair.

B. Roughen Contact Surface. Roughen the surface of the concrete on the pier cap that will come in contact with the new Class "M" Concrete to a full amplitude of approximately ¼ inch as shown on the attached detail drawings or as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Pier Cap Widening".

Care shall be taken to contain and collect spent abrasives so that the stream and vehicular traffic are strictly protected. The Engineer shall approve the Contractor's containment/collection plan before abrasive blasting commences.

C. Steel Reinforcement. Furnish and place the steel reinforcement as shown on the attached detail drawings. Steel reinforcement that is to be drilled and grouted into the existing pier cap shall be done in accordance with Section 511. Ensure that all exposed steel reinforcement is installed and tied in accordance with Sections 602.03.04 and 602.03.05 prior to pouring the new Class "M" Concrete. Payment will be made in accordance with Section 602.

D. Place New Concrete. After the contact surface has been roughened and steel reinforcement has been placed, place new Class "M" Concrete as shown on the drawings.

Blast clean all areas of existing concrete to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. Care shall be taken to contain and collect spent abrasives so that the stream and vehicular traffic are strictly protected. The Engineer shall approve the Contractor's containment/collection plan before abrasive blasting commences. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical as possible.

E. Order of Pier Repairs. Pier repairs shall be completed in the following order:

1. Vegetation Removal
2. Pier Cap Widening
3. Pier Concrete Repair Using Approved Concrete Product for Vertical and Overhead Repair Patch.
4. Pier Patching Area

IV. MEASUREMENT.

A. Pier Cap Widening. The department will measure the quantity in linear feet along the face of the pier cap as shown in the attached detail drawings.

B. Steel Reinforcement. See Section 602.

V. PAYMENT.

A. Pier Cap Widening. Payment at the contract unit price per linear foot is full compensation for all materials, tools, and labor for preparing the pier cap and installing the widening block, containment and disposal of removed material, furnishing and installing the concrete, and all incidental items necessary to complete the work as specified by this note and as shown on the attached detail drawings.

B. Steel Reinforcement. See Section 602.

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

SPECIAL NOTE FOR SHEAR KEY INSTALLATION

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Provide safe access to the pier caps in accordance with Section 107.01.01 for the Engineer to sound possible repair areas and for workers to complete the construction; (3) Remove deteriorated concrete as directed by the Engineer; (4) Roughen contact surface and prepare surface to accept new concrete; (5) Install shear keys as specified in this note and in accordance with the attached detail drawings; (6) Contain spent abrasives and protect the stream and vehicular traffic from debris; (7) Maintain and control traffic; and (8) Any other work specified as part of this contract.

II. MATERIALS.

- A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
B. Steel Reinforcement. Use Grade 60. See Section 602.
C. Epoxy Bond Coat. See Section 511.

III. CONSTRUCTION.

- A. Roughen Contact Surface.** Roughen the surface of the concrete on the pier cap that will come in contact with the new Class "M" Concrete to a full amplitude of approximately ¼ inch as shown on the attached detail drawings or as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Install Shear Key".

The contractor shall be responsible for ensuring the structural integrity and stability of the bridge during repair.

- B. Steel Reinforcement.** Furnish and place the steel reinforcement as shown on the attached detail drawings. Steel reinforcement that is to be drilled and grouted into the existing pier cap shall be done in accordance with Section 511. Ensure that all exposed steel reinforcement is installed and tied in accordance with Section 602.03.04 prior to pouring the new Class "M" Concrete. Payment will be made in accordance with Section 602.
- C. Place New Concrete.** After the contact surface has been roughened and steel reinforcement has been placed, place new Class "M" Concrete as shown on the detail drawings.

Blast clean all areas of existing concrete to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. Care shall be taken to contain and collect spent abrasives so that the stream and vehicular traffic are strictly protected. The Engineer shall approve the Contractor's containment/collection plan before abrasive blasting commences.

The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new

concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly horizontal as possible.

D. Order of Pier Repairs. Pier repairs shall be completed in the following order:

1. Vegetation Removal
2. Pier Cap Widening and Shear Key Installation
3. Pier Concrete Repair Using Approved Concrete Product for Vertical and Overhead Repair Patch.
4. Pier Patching Area

IV. MEASUREMENT.

A. Install Shear Key. Measurement will be the actual number of shear keys installed.

B. Steel Reinforcement. See Section 602.

V. PAYMENT.

A. Install Shear Key. Payment at the contract unit price per shear key is full compensation for all materials, tools, and labor required for preparing the pier cap and installing the shear key, containment and disposal of removed material, furnishing and installing the concrete, and all incidental items necessary to complete the work as specified by this note and as shown on the attached detail drawings.

B. Steel Reinforcement. See Section 602.

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

SPECIAL NOTE FOR EROSION CONTROL ON BRIDGE REPAIR CONTRACTS

I. DESCRIPTION. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

Comply with Section 213-WATER POLLUTION CONTROL and Section 212-EROSION CONTROL. Restore all disturbed areas as per Section 212.

This work consists of the following: (1) Develop a Best Management Practices (BMP) Plan using good engineering practices; (2) Furnish, install, and maintain temporary sediment and erosion control BMPs and permanent erosion control prior to any earth disturbing activity as needed until the project has a formal release; (3) Provide a KEPSC qualified Inspector to make and record inspections of BMPs and areas; and (4) Any other work specified as part of this contract.

II. REQUIREMENTS. Locate, furnish, install, and maintain temporary sediment and erosion control BMPs to represent and warrant compliance with the Clean Water Act (33 USC Section 1251 et seq.), any permits obtained for the project, local government agency requirements, specifications, and other related rules and permits. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State, or local agencies, adhere to the more restrictive laws, rules, or regulations.

III. MATERIALS. All materials shall conform to applicable Sections of the Department's Current Standard and supplemental Specifications, and Standard and Sepia drawings, unless otherwise specified. 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 as specified in Section 212.03.03 for all permanent seeding and protection as required.

IV. CONSTRUCTION. Sign and apply the BMP Plan in accordance with Section 213.03.01. Each BMP plan will be 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 BMP must include protection of deck drains to prevent debris from falling through the deck, a concrete truck washout plan and facility, and the plan to protect both surface and ground water throughout the duration of the project.

The Contractor shall conduct his 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.

Erosion control measures shall be in place and functioning prior to any disturbance within a drainage area. The Contractor shall be required to remove sediment from silt traps whenever they become ½ full (at the most). As directed by the Engineer, silt fence shall be maintained 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.

After all construction is completed, completely remove all erosion control devices and debris from the construction site, unless otherwise directed by the Engineer. Grade 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 and sow all disturbed areas in accordance with Section 212.03.03

V. MEASUREMENT. Contrary to the Standard Specifications which states the Department will measure all work and/or items for erosion/water pollution control; all work and items necessary for preparing and maintaining a BMP plan and permanent seeding shall be incidental to the bid item: EROSION CONTROL

VI. PAYMENT. Payment at the lump sum bid price shall be full compensation for all materials, equipment, labor, and incidentals necessary to complete the work specified by this note and the Standard Specifications.

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

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

I. COMPLETION DATE. The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. All work is to be completed in the 2012 construction season by November 16, 2012. An allotted number of working days are assigned to each structure in this contract as shown below.

<u>STRUCTURE</u>	<u>NUMBER OF WORKING DAYS</u>
B00038L	30
B00038R	30

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

II. LIQUIDATED DAMAGES. Liquidated damages will be assessed the Contractor in accordance with the Transportation Cabinet, Department of Highway’s 2012 Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of working days or the November 16, 2012 date is exceeded. In addition to the Liquidated Damages specified in Section 108.09, liquidated damages in the amount of \$1000.00 every 15 minutes will be assessed when the bridge remains closed to traffic in excess of the number of working days listed above or during prohibited days specified in the “Special Note for Traffic Control on Bridge Repair Contracts.”

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

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

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

**THIS PROJECT IS ON A FULLY
CONTROLLED ACCESS HIGHWAY**

I. GENERAL

Except as provided herein, traffic shall be maintained in accordance with the 2012 Standard Specifications, Section 112. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

Contrary to Section 106.01, 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.

The speed limit in immediate vicinity of the work zone will be reduced to 55 MPH and double fines for speeding violations will be established. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. Erect dual mounted "WARNING FINE DOUBLED IN WORK ZONE" signs at the beginning of the work zone. At the end of the work zone, erect dual mounted "END DOUBLE FINE" signs. Remove or cover the double fine signs when the highway work zone does not have workers present for more than a 12 hour period of time. Remove or cover the 55 MPH signs and restore the 70 MPH signs during non working hours when there are no lane or shoulder closures in place. Payment for the signs shall be at the unit bid price for signs erected. Individual speed limit and double fine signs will only be measured once for payment; setting; resetting, removing, covering, and relocating of the signs will not be measured for payment but shall be incidental to Maintain and Control Traffic.

II. 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. Individual 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 signs directed by the Engineer to be replaced due to poor condition or reflectivity will not be measured for payment.

III. TRAFFIC COORDINATOR

Designate an employee to be Traffic Coordinator. In addition to the requirements of Section 112.03.10, during any period when a lane closure is in place, the Traffic Coordinator shall arrange for personnel to be present on the project at all times to inspect the traffic control and to maintain the signing and devices. The project personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents.

IV. PROJECT PHASING & CONSTRUCTION PROCEDURES

Phase I & II – Conform to Standard Drawing TTC-120 for lane closures, buffer zone, and taper length. Temporary Traffic Barrier shall be [CONCRETE BARRIER WALL TYPE 9-T].

Night work is allowed on this project. The method of lighting must be submitted to and approved by the Engineer prior to use.

Lane closures will *not* be permitted on the following days:

Wednesday July 4, 2012
Thursday September 20, 2012 – Sunday September 23, 2012
November 22, 2012 through November 25, 2012
December 22, 2012 through December 26, 2012
December 29, 2012 through January 2, 2013

At the discretion of the Engineer, additional days and/or hours may be specified when lane closures will not be allowed. The length of lane closures shall be only that needed for the actual operations and shall be left in place only during working hours and the time required for concrete curing. During allowable days and hours, conform to plans for lane closures. Adhere to MUTCD requirements.

V. PAVEMENT MARKINGS

Permanent and Temporary Striping shall be in accordance with Section 112, except that:

1. Temporary Striping shall be 6" removal tape-white or yellow; and
2. Edge lines will be required for temporary striping; and
3. Temporary or permanent striping shall be in place before a lane is opened to traffic; and
4. Permanent striping shall be [PAVE STRIPING THERMO-6 IN "Y or W"].

VI. TEMPORARY PAVEMENT STRIPING

Cover conflicting pavement striping outside the work area, where traffic patterns start to change, with 8" wide removable striping tape [PAVE STRIPING-TEMP REM TAPE-B]. Permanent removal of all other pavement striping for traffic control shall be considered incidental to Maintain and Control Traffic in accordance with Section 112.04.15 with the exception of areas noted on the plans. Temporary pavement striping shall be paid only once per course in accordance with Section 112.04.08. The Contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of notification. Liquidated damages shall be assessed the Contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

VII. PROTECTION OF WATERWAY AND THE ROADWAY UNDERNEATH

Absolutely No material should be allowed to drop into the waterway and the roadway below. Prior to pre-construction meeting, provide, for approval, a plan of catch/ contain/ control of falling debris during Joint Replacement and Full Depth Patching Operations. Whenever work is underway at the span above the Mill Creek road and the danger of falling debris exists, set up temporary lane closures in accordance with Standard Drawing TTC-100, as approved by the Engineer. The Contractor shall make every reasonable effort to prevent debris from dropping to the roadway below.

VIII. PORTABLE CHANGEABLE MESSAGE BOARDS

Provide two (2) Portable Changeable Message Signs in advance of the project area as directed by the Engineer. The locations designated may vary as the work progresses. Use only messages, approved or directed by the Engineer, to warn traveling public of Road Work Ahead, possible delays. The Engineer may direct the contractors to change/modify messages as traffic conditions demands or in an emergency situation. The Traffic Coordinator is to comply with the Engineer's request within specific time requested. Relocation of Portable Changeable Message Signs, regardless of how many times, will not be measured for payment but shall be incidental to Maintain and Control

Traffic. In the event of damage or mechanical failure, replace, or repair the PCMS within 24 hours. Portable Changeable Message Signs will remain the Contractor's property upon completion of construction.

IX. MEDIAN CROSS OVERS

Do not use median cross overs. Require Contractor's vehicles, material supplier's vehicles, and Contractor's employee's vehicles to change directions only at interchanges.

IMPORTANT NOTICE: The contractor *must* provide to the Public Information Officer via the Resident Engineer notification of any change in the MOT at least three (3) days prior to the change.

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: December 9, 2011

Project Name: I-71 over Mill Creek
 Project #: FD52 021 0071 039 040
 Item #: 6-2035

Letting Date: _____
 County: Carroll
 Federal #: IM 0712 (070)

Description of Project: On I-71 at MP 39-371 over Mill Creek and Mill Creek Road

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: DANIELA A. WHITE [Signature] Right-of-Way Supervisor
Printed Name Signature

Approved: DAVID L. ORE [Signature] 12/9/11
Printed Name Signature KYTC, Director of ROW & Utilities

Approved: David Whitworth [Signature] 12-12-11
Printed Name Signature FHWA, ROW Officer (when applicable)

Right-of-Way Certification Form

Revised 2/22/11

Date: December 9, 2011

Project Name: I-71 over Mill Creek
Project #: FD52 021 0071 039-040
Item #: 10-2035
Letting Date: _____

County: Carroll
Federal #: IM 0712 (070)

This project has 0 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 0 total number of businesses to be relocated.

0 Parcels where acquired by a signed fee simple deed and fair market value has been paid

0 Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court

0 Parcels have not been acquired at this time (*explain below for each parcel*)

0 Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)

0 Relocatees have not been relocated from parcels _____, _____, _____, _____, _____, _____, and _____ (*explain below for each parcel*)

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

There are 0 billboards and/or 0 cemeteries involved on this project.

There are 0 water or monitoring wells on parcels _____, _____, _____, _____, and _____. All have been acquired and are the responsibility of the project contractor to close/cap.

Form Effective Date: April 1, 2006
Last Revised: February 22, 2011

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

CARROLL COUNTY, IM 0712 (070)
FD52 021 85645 01C
REPAIR TWIN BRIDGES ON I-71 AT
MILL CREEK AND MILL CREEK ROAD
06-2035.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that there is no utility relocation work required to complete the project.

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

Shelby Energy Cooperative: Shelby Energy Cooperative has facilities within the project limits and located under the bridges but will not be relocated nor will they interfere with construction.

AT&T KY: has an aerial crossing near the north edge of the bridge that will not require relocation nor interfere with construction.

The Contractor is fully responsible for protection of all utilities listed above

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

N/A

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY'S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

N/A

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

N/A

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
<p><u>Shelby Energy Cooperative</u> Bedford Office 10 Alexander Street Bedford, KY 40006</p>		<p>502-255-3001</p>
<p><u>AT&T KY</u> 29 Willis Branch Road Prestonsburg, KY 41653</p>	<p>Jack Salyer Jr.</p>	<p>606-874-2715 js2299@att.com</p>

SPECIAL NOTES FOR UTILITY CLEARANCE
IMPACT ON CONSTRUCTION

CARROLL COUNTY, IM 0712 (070)
FD52 021 85645 01C
REPAIR TWIN BRIDGES ON I-71 AT
MILL CREEK AND MILL CREEK ROAD
06-2035.00

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The Kentucky Transportation Cabinet makes no guarantees regarding the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor's responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

BEFORE YOU DIG

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

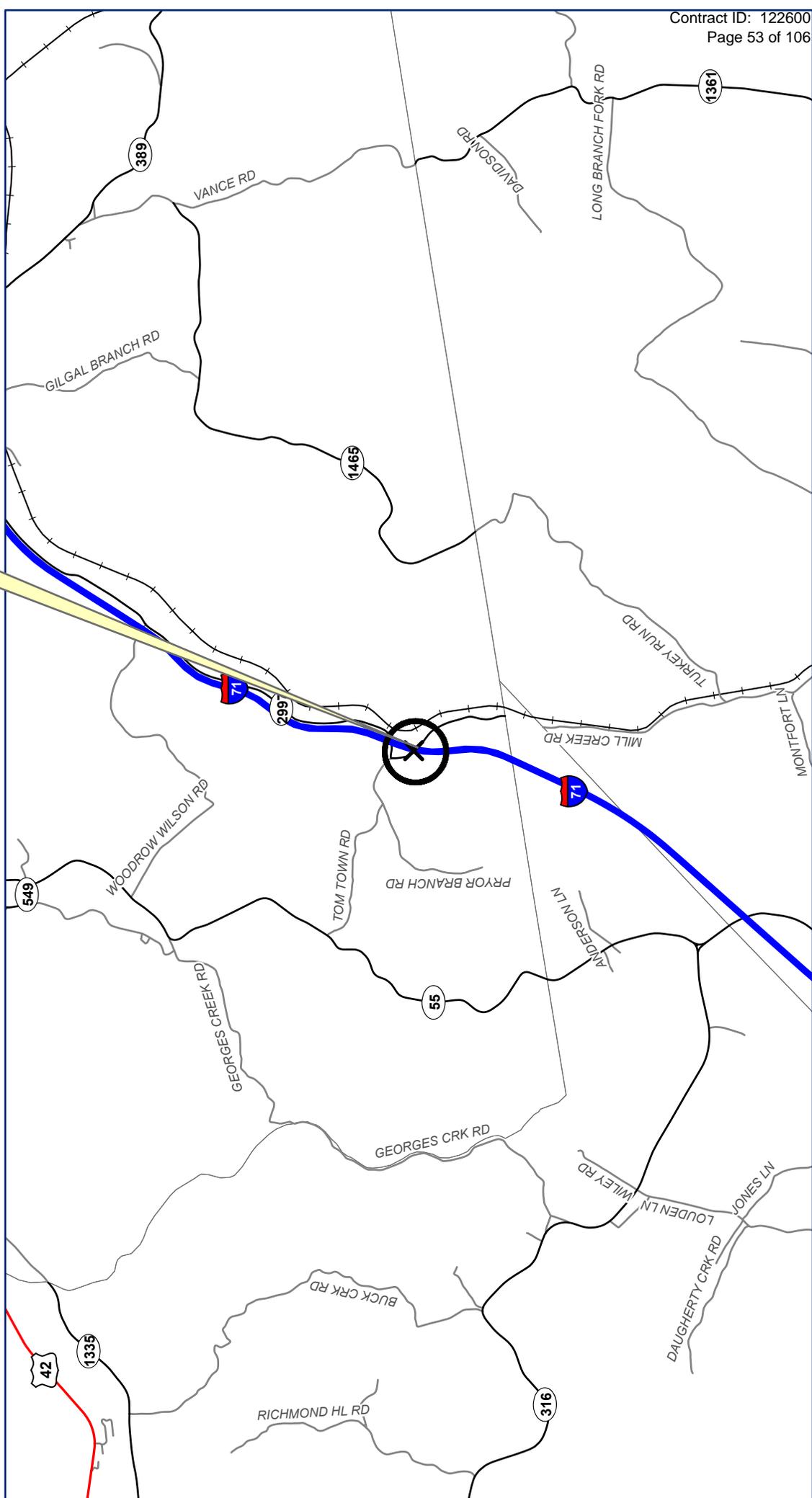
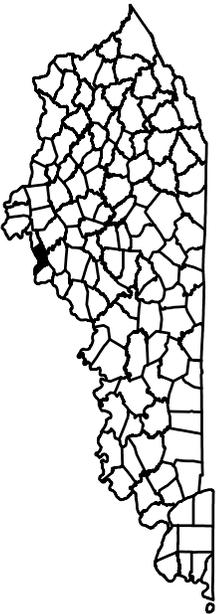
Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

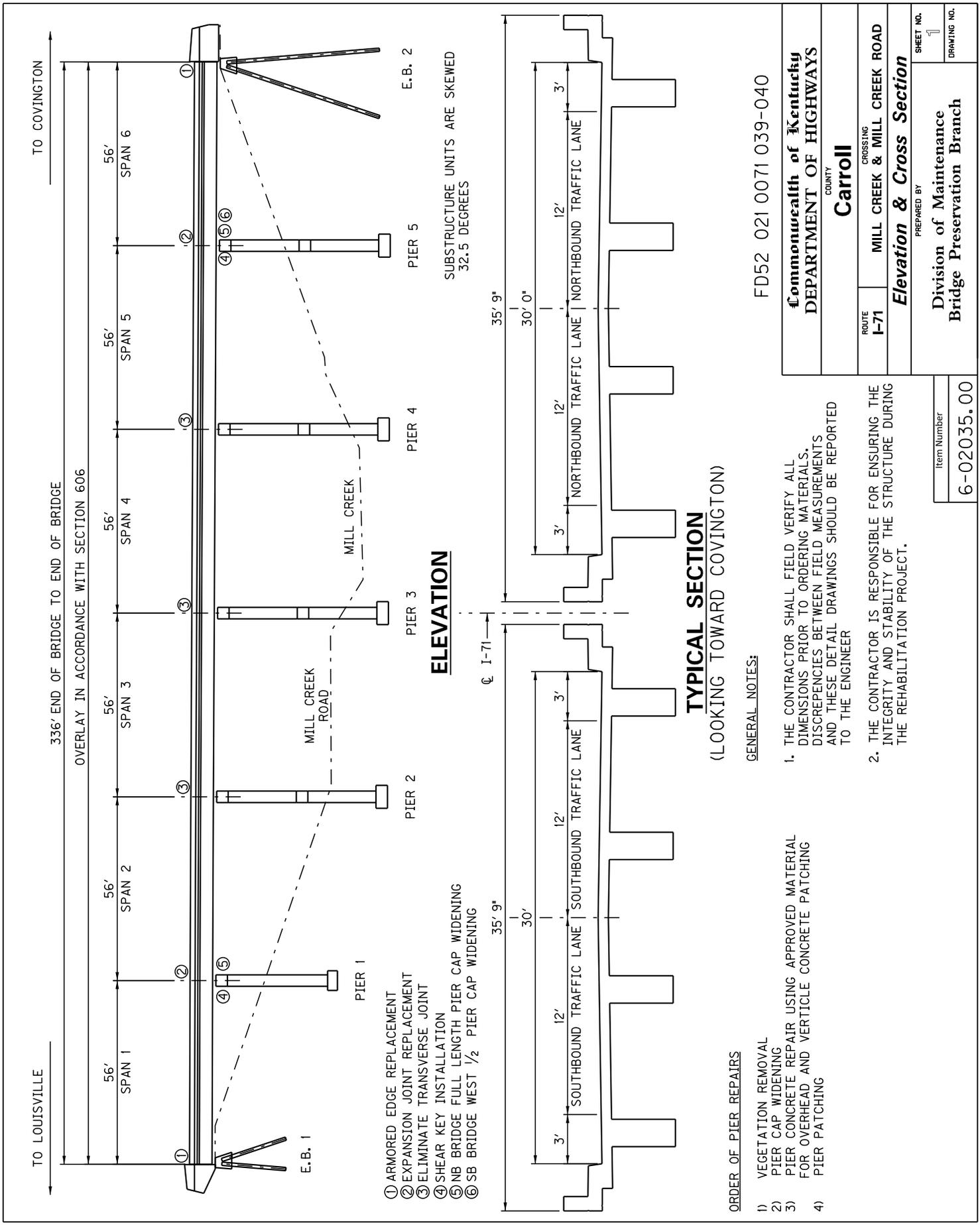
CARROLL COUNTY

021B00038L
021B00038R

Lat. 38 35 33
Long. 85 10 32

I-71 Over Mill Creek & Mill Creek Road
MP 39.371





TO LOUISVILLE

336' END OF BRIDGE TO END OF BRIDGE
OVERLAY IN ACCORDANCE WITH SECTION 606

TO COVINGTON

56'
SPAN 1

56'
SPAN 2

56'
SPAN 3

56'
SPAN 4

56'
SPAN 5

56'
SPAN 6

①

②

③

③

③

②

①

E.B. 1

PIER 1

PIER 2

PIER 3

PIER 4

PIER 5

E.B. 2

- ① ARMORED EDGE REPLACEMENT
- ② EXPANSION JOINT REPLACEMENT
- ③ ELIMINATE TRANSVERSE JOINT
- ④ SHEAR KEY INSTALLATION
- ⑤ NB BRIDGE FULL LENGTH PIER CAP WIDENING
- ⑥ SB BRIDGE WEST 1/2 PIER CAP WIDENING

ELEVATION

SUBSTRUCTURE UNITS ARE SKEWED
32.5 DEGREES

35' 9"

35' 9"

35' 9"

30'

30'

30' 0"

12'

12'

12'

12'

12'

12'

3'

3'

3'

3'

3'

3'

3'

SOUTHBOUND TRAFFIC LANE

SOUTHBOUND TRAFFIC LANE

NORTHBOUND TRAFFIC LANE

NORTHBOUND TRAFFIC LANE

TYPICAL SECTION

(LOOKING TOWARD COVINGTON)

ORDER OF PIER REPAIRS

- 1) VEGETATION REMOVAL
- 2) PIER CAP WIDENING
- 3) PIER CONCRETE REPAIR USING APPROVED MATERIAL FOR OVERHEAD AND VERTICLE CONCRETE PATCHING
- 4) PIER PATCHING

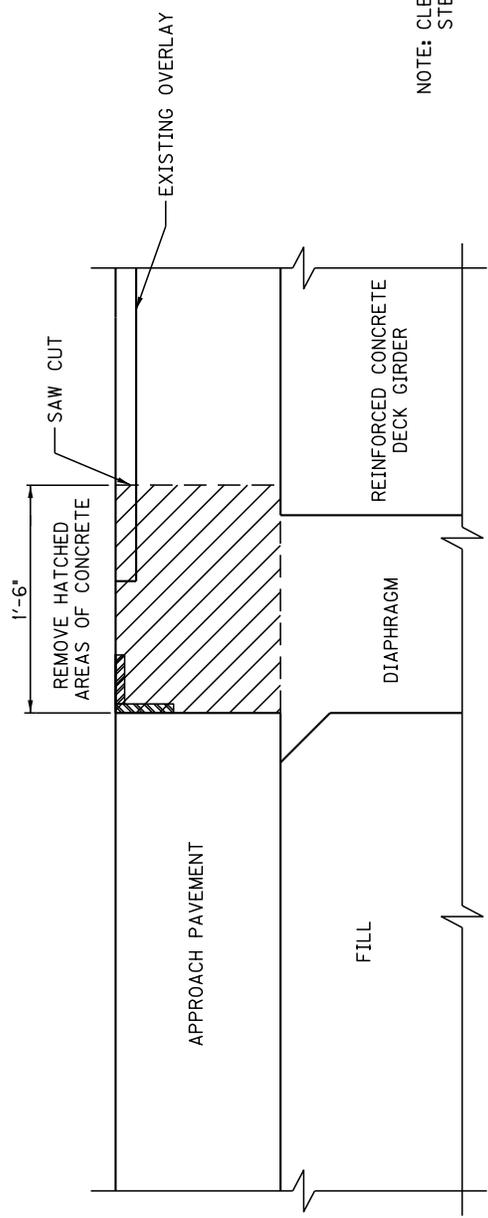
GENERAL NOTES:

- 1. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS. DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND THESE DETAIL DRAWINGS SHOULD BE REPORTED TO THE ENGINEER
- 2. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE INTEGRITY AND STABILITY OF THE STRUCTURE DURING THE REHABILITATION PROJECT.

FD52 021 0071 039-040

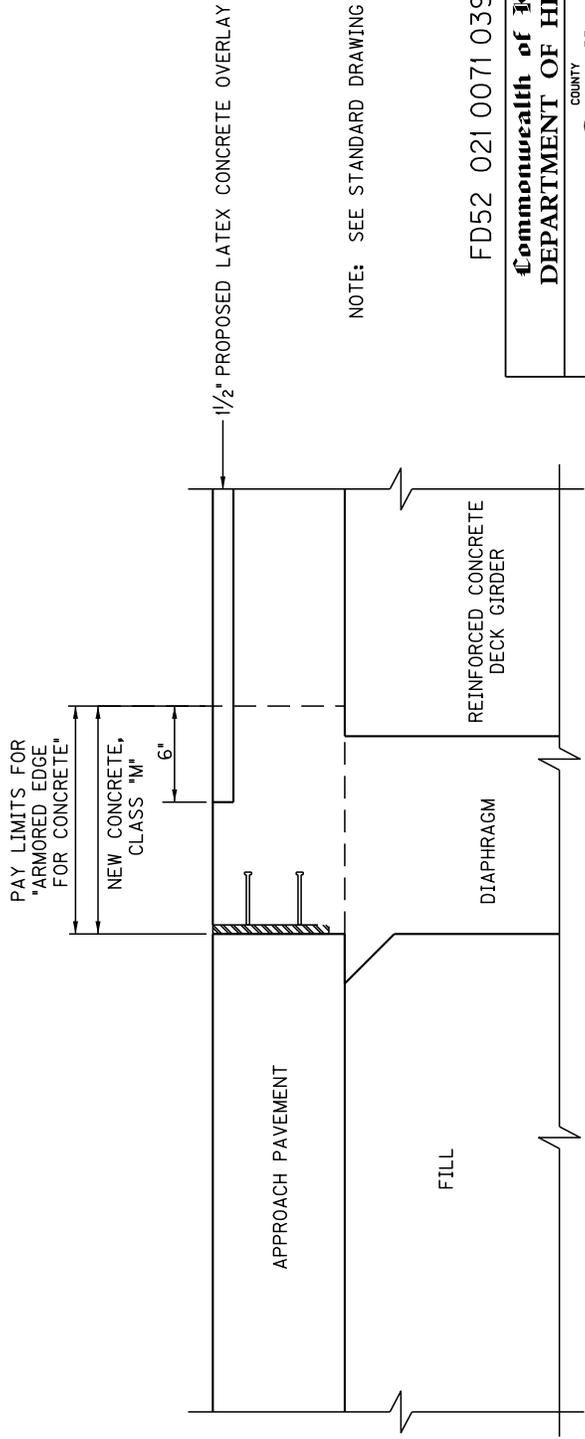
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY Carroll	
ROUTE I-71	CROSSING MILL CREEK & MILL CREEK ROAD
Elevation & Cross Section	
PREPARED BY Division of Maintenance Bridge Preservation Branch	
SHEET NO. 1	DRAWING NO.

Item Number	6-02035.00
-------------	------------



NOTE: CLEAN AND LEAVE EXISTING
STEEL REINFORCEMENT IN PLACE

EXISTING SECTION
(END BENTS 1 & 2)



NOTE: SEE STANDARD DRAWING BJE-001-11

PROPOSED SECTION
(END BENTS 1 & 2)

NOT TO SCALE

FD52 0210071 039-040

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

COUNTY
Carroll

ROUTE
I-71

CROSSING
MILL CREEK & MILL CREEK ROAD

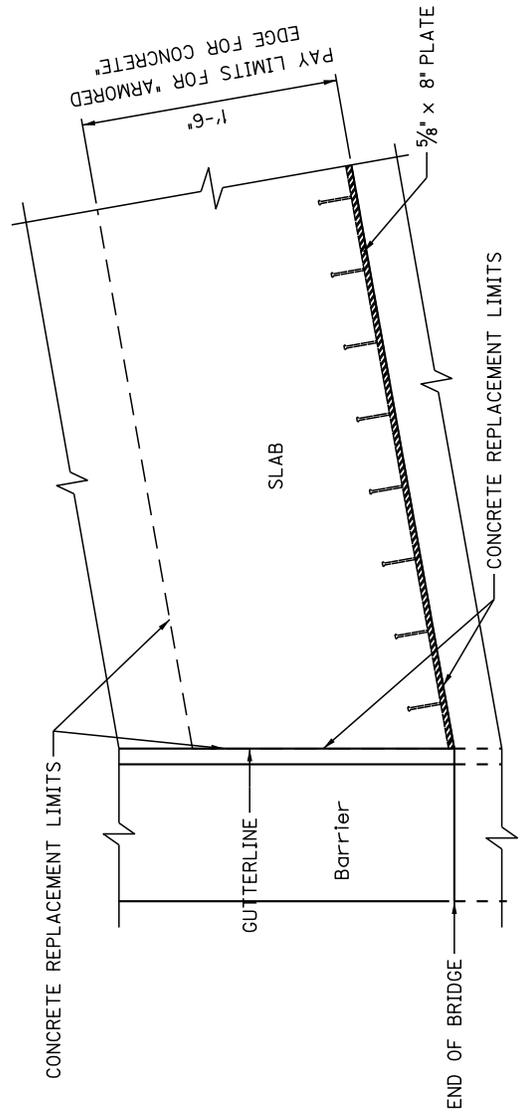
ARMORED EDGE FOR CONCRETE

PREPARED BY
**Division of Maintenance
Bridge Preservation Branch**

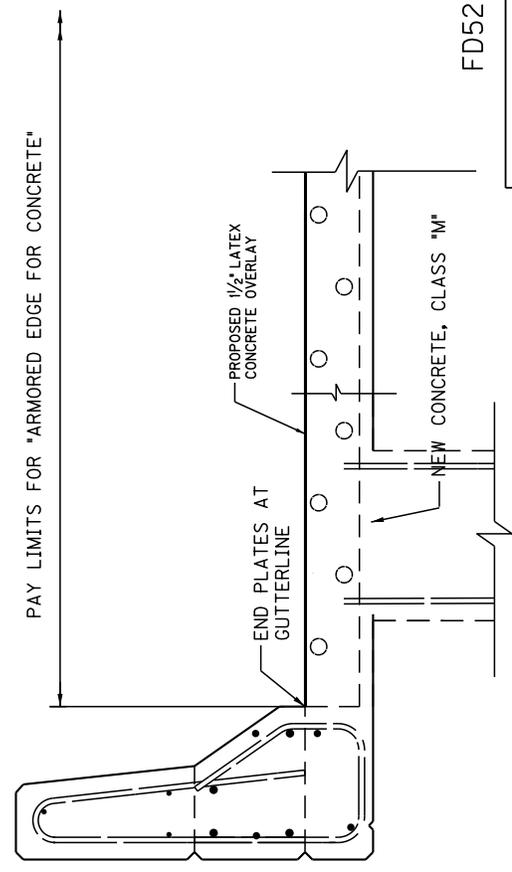
SHEET NO.
2

DRAWING NO.

Item Number
6-02035.00



PLAN VIEW @ CURB
(END BENTS 1 & 2)



PROPOSED SECTION @ CURB
(END BENTS 1 & 2)

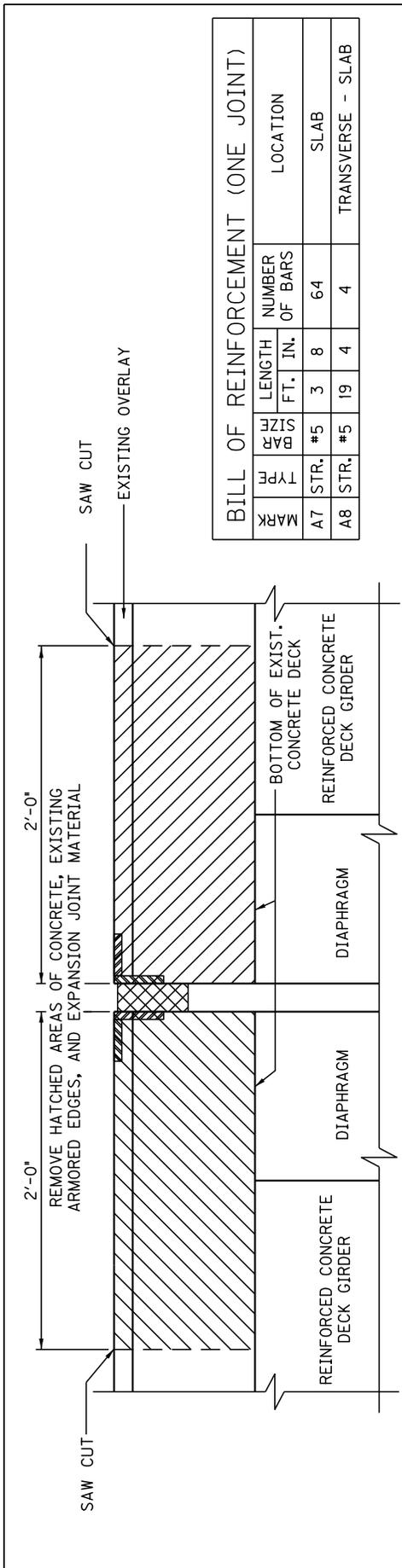
NOTE:
SEE STANDARD DRAWING
BJE-001-11

FD52 021 0071 039-040

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY Carroll	
ROUTE I-71	CROSSING MILL CREEK & MILL CREEK ROAD
Curb Section @ End Bents 1 & 2	
PREPARED BY Division of Maintenance Bridge Preservation Branch	
SHEET NO. 3	DRAWING NO.

Item Number 6-02035.00

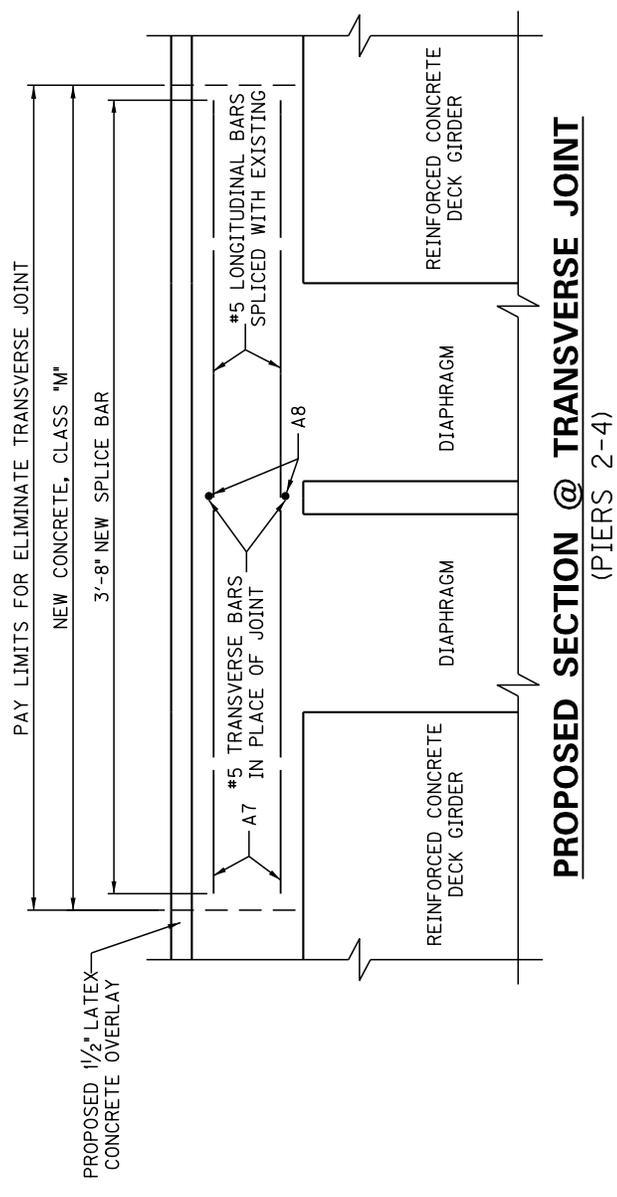
NOT TO SCALE



BILL OF REINFORCEMENT (ONE JOINT)

MARK	TYPE	BAR SIZE	LENGTH FT. IN.	NUMBER OF BARS	LOCATION
A7	STR.	#5	3	64	SLAB
A8	STR.	#5	19	4	TRANSVERSE - SLAB

EXISTING SECTION @ TRANSVERSE JOINT
(PIERS 2-4)



- NOTES:**
1. CLEAN AND LEAVE EXISTING STEEL REINFORCEMENT IN PLACE
 2. SPLICE A7 BARS WITH EXISTING BARS
 3. EXISTING REINFORCEMENT NOT SHOWN FOR CLARITY

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

COUNTY
Carroll

ROUTE
I-71

CROSSING
MILL CREEK & MILL CREEK ROAD

Transverse Joint Elemen. Piers 2 & 4

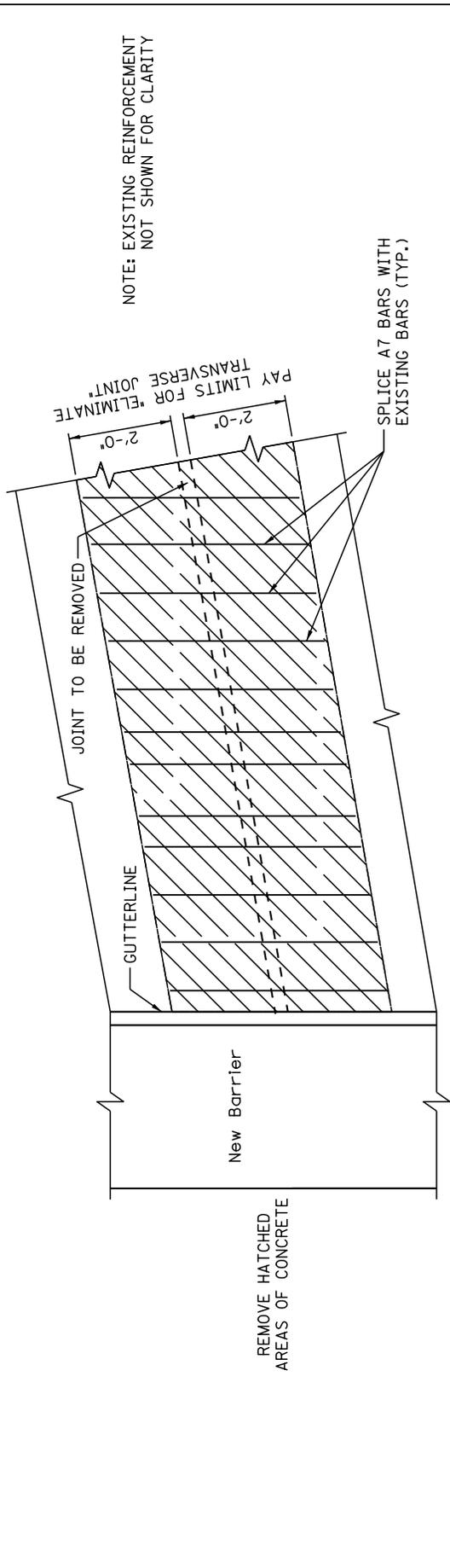
PREPARED BY
**Division of Maintenance
Bridge Preservation Branch**

SHEET NO.
4

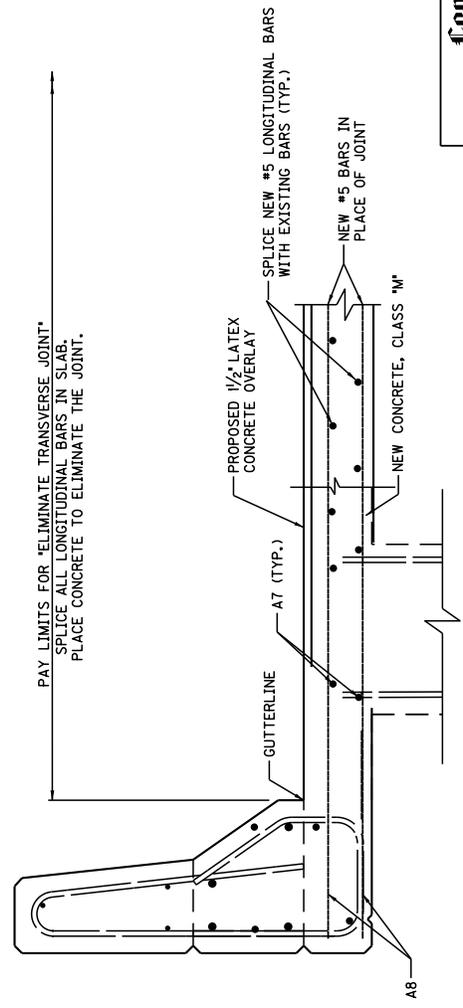
DRAWING NO.

Item Number
6-02035.00

NOT TO SCALE



EXISTING PLAN VIEW @ CURB
(PIERS 2-4)



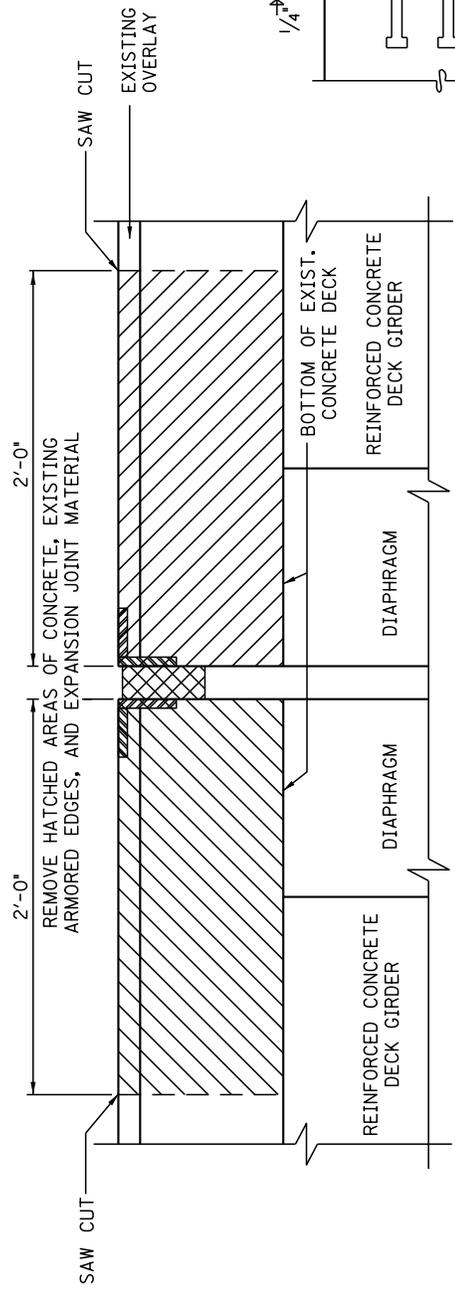
PROPOSED SECTION @ CURB
(PIERS 2-4)

NOT TO SCALE

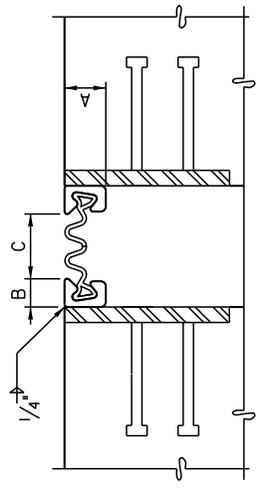
Item Number
6-02035.00

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY Carroll	
ROUTE I-71	CROSSING MILL CREEK & MILL CREEK ROAD
Curb Section Piers 2 & 4	
PREPARED BY Division of Maintenance Bridge Preservation Branch	
SHEET NO. 5	DRAWING NO.

NOTE: CLEAN AND LEAVE EXISTING
STEEL REINFORCEMENT IN PLACE



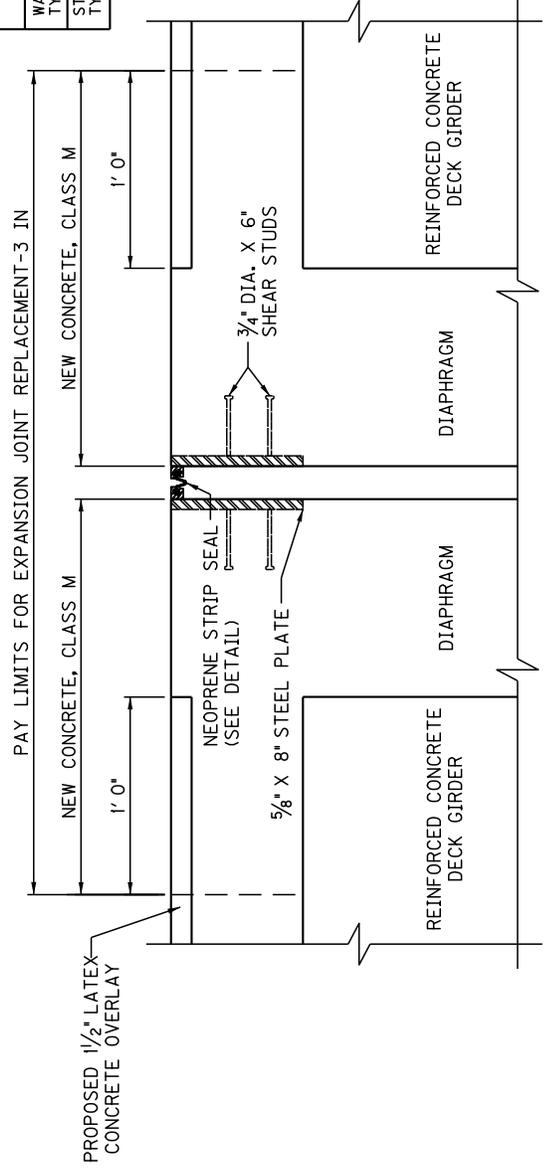
EXISTING SECTION @ TRANSVERSE JOINT
(PIERS 1 & 5)



SECTION THRU JOINT

ALTERNATE NEOPRENE EXPANSION DAMS				
MODEL	SUPPLIER	A	B	C*
WABO STRIP SEAL TYPE A EXTRUSION WITH SE-300 SEAL	WATSON BOWMAN ACME CORP.	2"	1/4"	1/2"
STEEL FLEX TYPE SSE2 WITH A2R-400 SEAL	D. S. BROWN CO.	1/2"	1"	2"

* JOINT OPENING AT 60°F

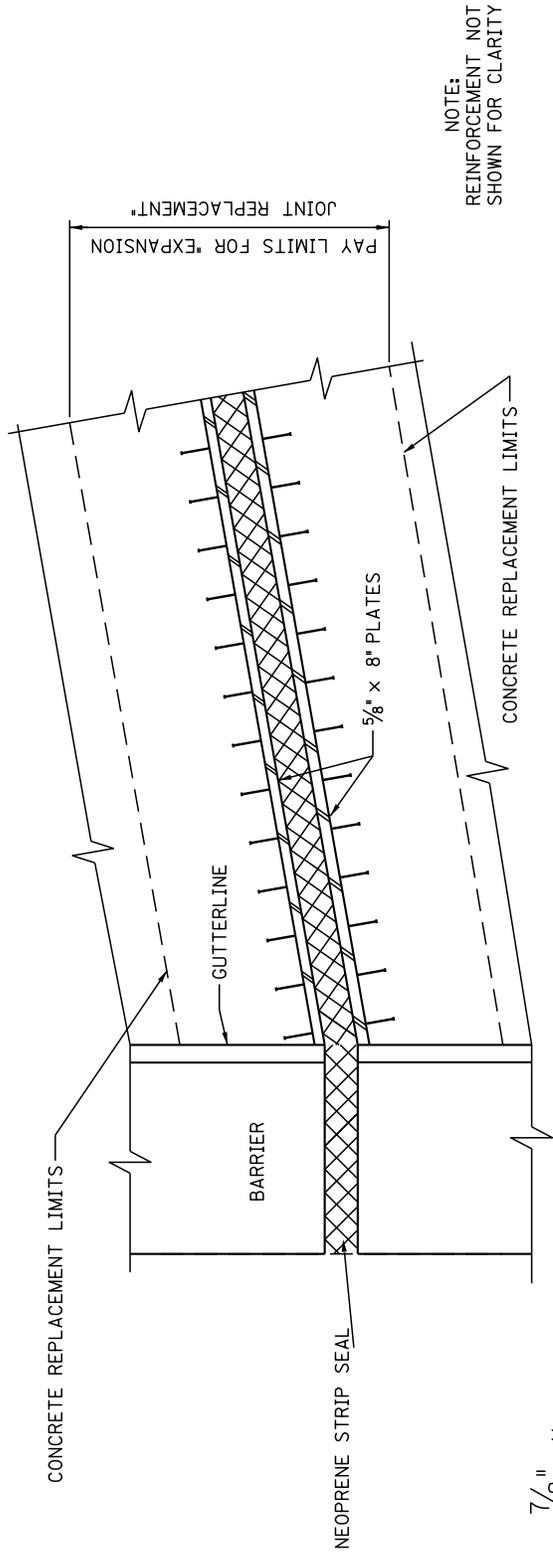


PROPOSED SECTION @ TRANSVERSE JOINT
(PIERS 1 & 5)

NOTE: SEE STANDARD DRAWING NO. BJE-001-11
NOT TO SCALE

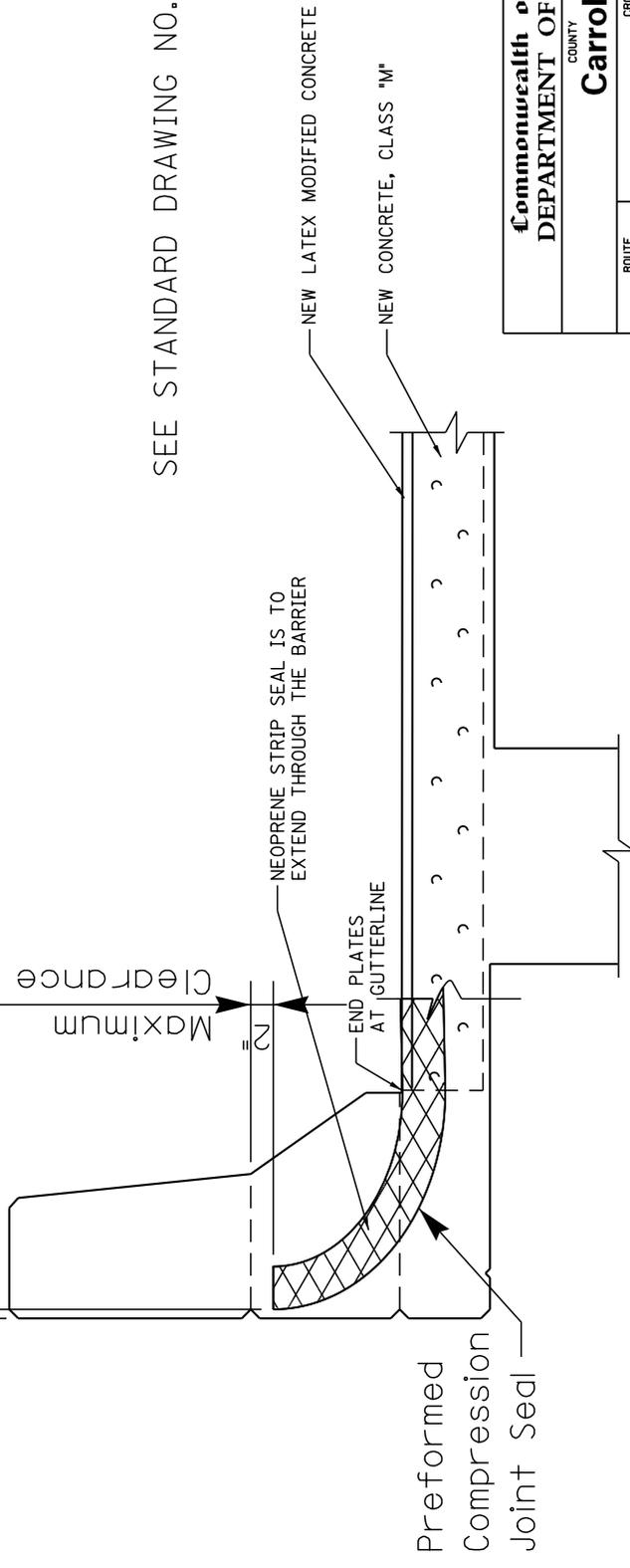
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY Carroll	
ROUTE I-71	CROSSING MILL CREEK & MILL CREEK ROAD
Prepared by Joint Replacement Piers 1 & 5	
Division of Maintenance Bridge Preservation Branch	
SHEET NO. 6	DRAWING NO.

Item Number
6-02035.00



NOTE:
REINFORCEMENT NOT
SHOWN FOR CLARITY

PROPOSED PLAN VIEW @ CURB
(PIERS 1 & 5)



SEE STANDARD DRAWING NO. BJE-001-11

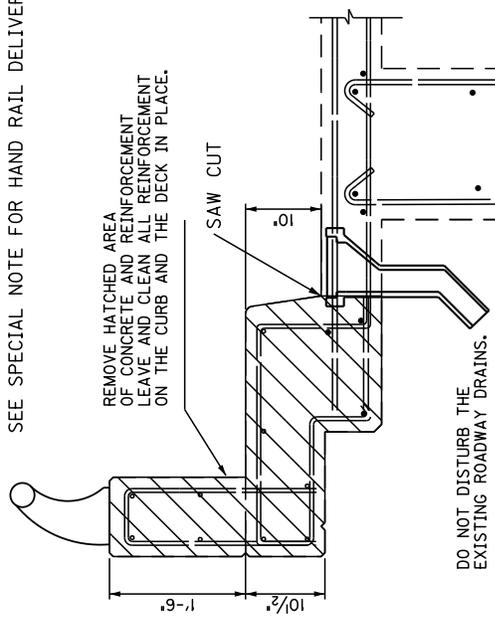
PROPOSED SECTION @ CURB
(PIERS 1 & 5)

NOT TO SCALE

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY Carroll	
ROUTE I-71	CROSSING MILL CREEK & MILL CREEK ROAD
PREPARED BY Carroll Section Piers 1 & 5	
DIVISION Division of Maintenance Bridge Preservation Branch	
SHEET NO. 7	DRAWING NO.

Item Number 6-02035.00

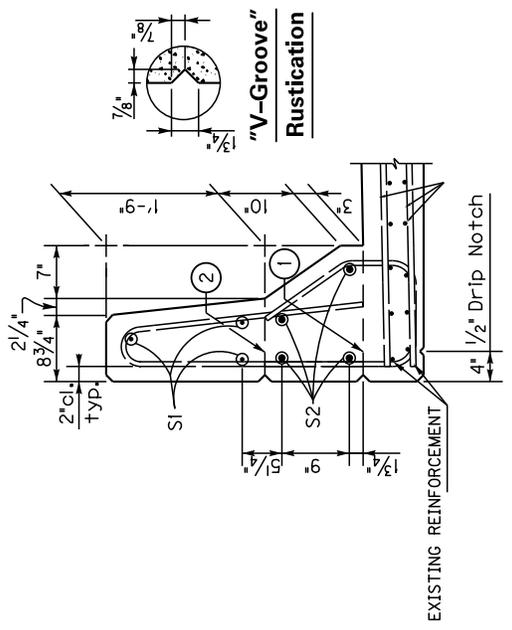
SEE SPECIAL NOTE FOR HAND RAIL DELIVERY



EXISTING

Remove existing curb and barrier. Saw cut at the gutter line to start barrier removal, care should be taken to save all reinforcement steel bars present in the curb and the deck. Clean, straighten or bend and cut as needed to incorporate into the new Type III barrier. Note that the existing steel reinforcement will not replace any of required reinforcement specified on the standard drawing BHS-008, but to compliment them. Work around existing deck drain to ensure no damage is done on deck drains. It is the responsibility of the Contractor to avoid any damage to the structure, any and all damages must be repaired by the Contractor at no cost to the Cabinet.

This work will be measured in Linear Feet of "Rail System Type III" installed and accepted. The Bid item Rail System Type III includes all labor, equipment, materials, and tools needed to remove the existing railing system, clean and reform rebar as needed, remove all debris from job site to dispose of in an approved disposal site, and install the new proposed Rail System Type III.



BARRIER SECTION

- ① Level mandatory roughened construction joint. Concrete above this joint to be placed after the slab has been properly cured.
- ② Permissible construction joint. "V-Groove" rustication joint is required if construction joint is used.

SEE STANDARD DRAWING NO. BHS-008
 FOR DETAILS

PROPOSED

FD52 021 0071 039-040

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY Carroll	CROSSING MILL CREEK & MILL CREEK ROAD
ROUTE I-71	REPLACING RAILING
PREPARED BY Division of Maintenance Bridge Preservation Branch	
SHEET NO. 8	DRAWING NO.

Item Number 6-02035.00

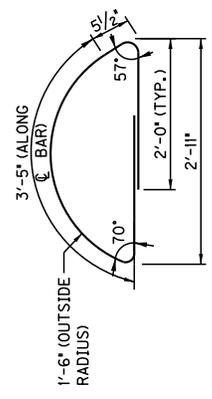
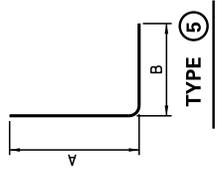
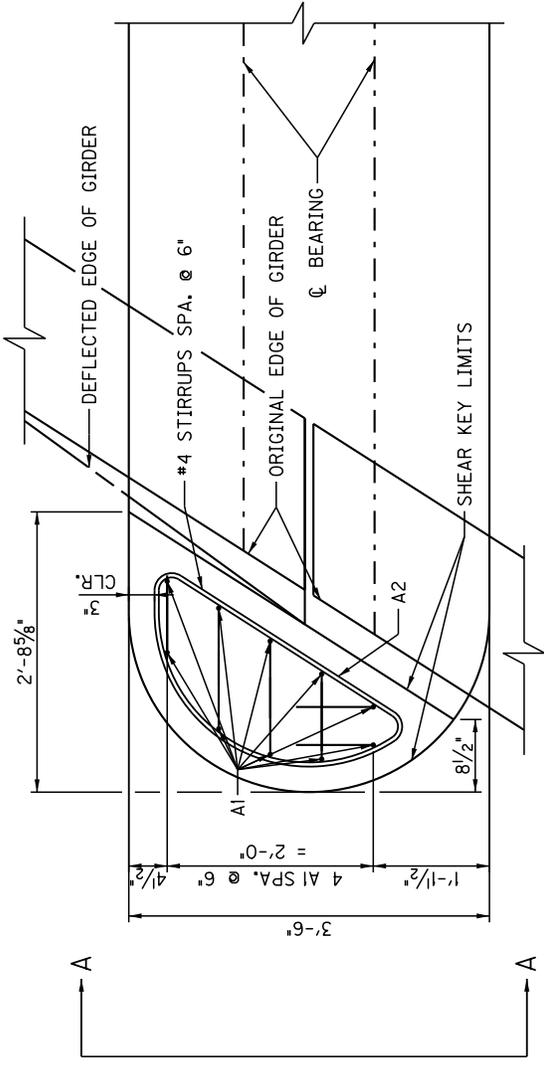
NOTES:

1. ALL BARS MUST BE DRILLED AND GROUTED PRIOR TO PIER CONCRETE REPAIR.
2. THE CONTRACTOR SHALL LOCATE AND AVOID EXISTING MAIN LONGITUDINAL REINFORCEMENT AND SHEAR STIRRUPS DURING THE DRILLING AND GROUTING OPERATIONS. BARS TO BE PLACED BY DRILLING AND GROUTING MAY BE SHIFTED SLIGHTLY TO AVOID EXISTING REINFORCEMENT.
3. ROUGHEN PIER CONCRETE SURFACE TO COME IN CONTACT WITH NEW CLASS "M" CONCRETE TO A FULL AMPLITUDE OF 1/4".

BILL OF REINFORCEMENT (ONE KEY)

MARK	TYPE	NUMBER	SIZE	LENGTH	A	B
A1	5	10	5	3'-9"	3'-0"	0'-9"
A2	32	4	4	7'-11"	SEE BELOW	

PLAN OF SHEAR KEY INSTALLATION



FD52 021 0071 039-040

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY
Carroll

ROUTE **I-71** CROSSING **MILL CREEK & MILL CREEK ROAD**

SHEAR KEY INSTALLATION

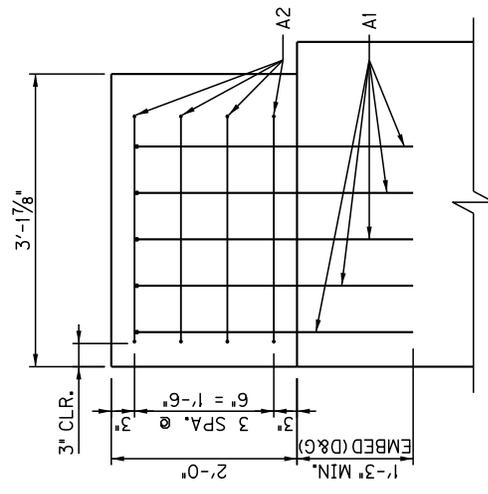
PREPARED BY
Division of Maintenance
Bridge Preservation Branch

SHEET NO. **9**
DRAWING NO.

Item Number
6-02035.00

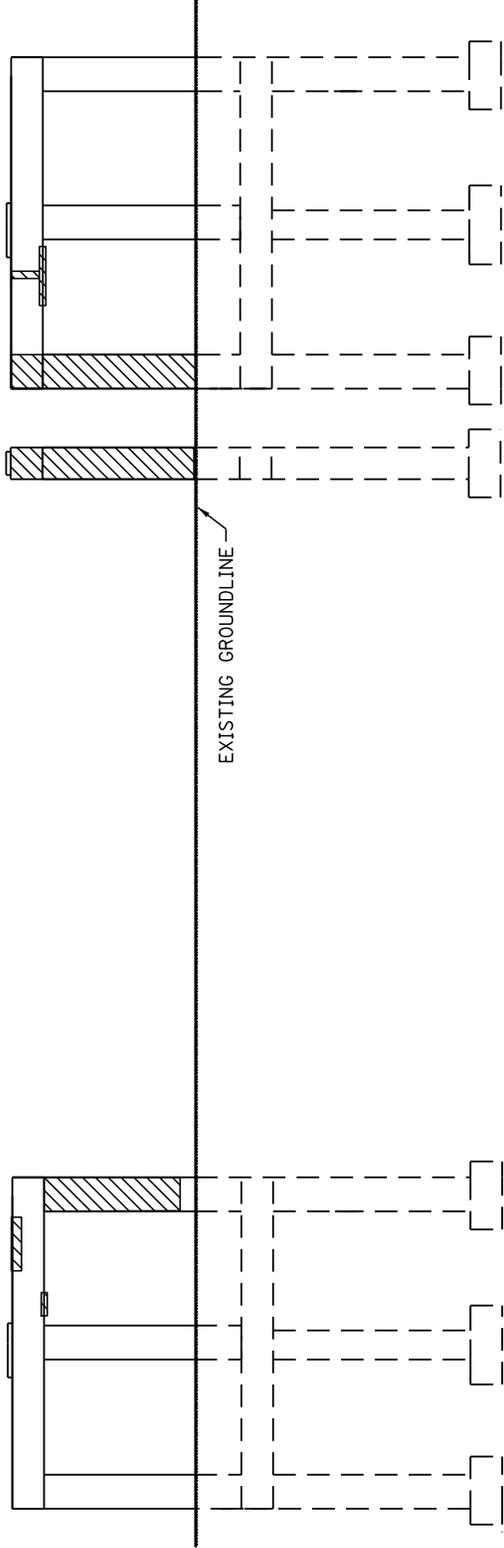
NOT TO SCALE

VIEW A-A



PIER 1 SOUTHBOUND

PIER 1 SOUTHBOUND



LOOKING WEST

LOOKING NORTH

ESTIMATED 158 SF TOTAL AREA OF
DETERIORATED CONCRETE TO BE REPAIRED

 CONCRETE TO BE REPAIRED

** SEE SHEET 10 FOR PIER CAP WIDENING DETAILS

FD52 021 0071 039-040

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

COUNTY

Carroll

ROUTE
I-71

CROSSING
MILL CREEK & MILL CREEK ROAD

CONCRETE PATCHING REPAIR

PREPARED BY

Division of Maintenance
Bridge Preservation Branch

SHEET NO.

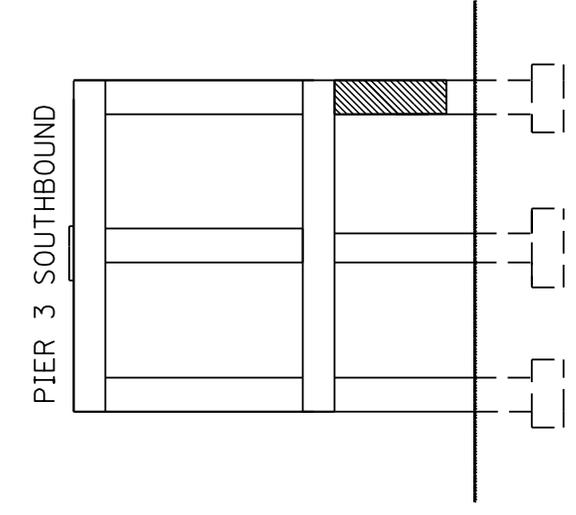
11

DRAWING NO.

Item Number

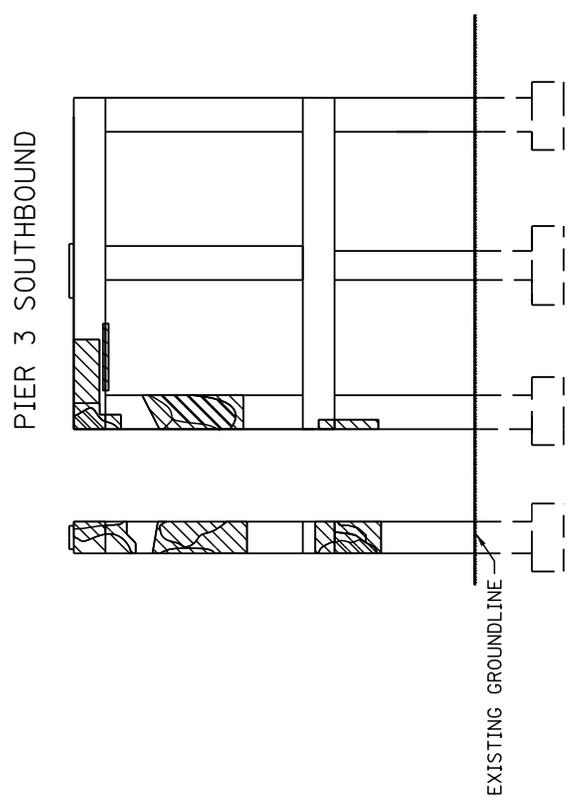
6-02035.00

NOT TO SCALE

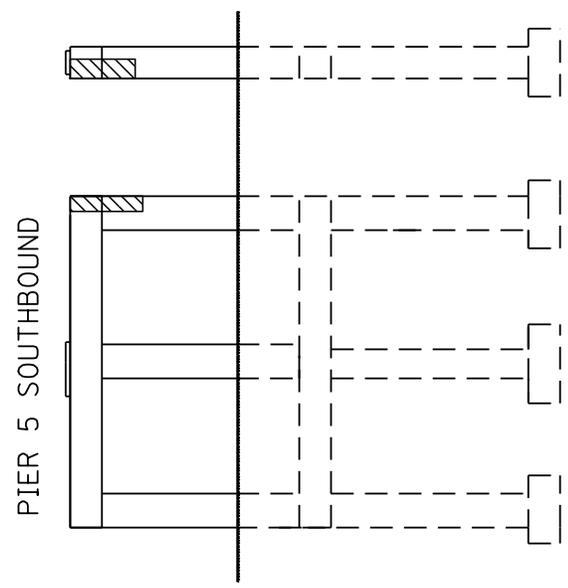


PIER 3 SOUTHBOUND
LOOKING NORTH

ESTIMATED 121 SF TOTAL AREA OF
DETERIORATED CONCRETE TO BE REPAIRED



PIER 3 SOUTHBOUND
LOOKING WEST
(TOWARDS LOUISVILLE)



PIER 5 SOUTHBOUND
LOOKING NORTH

ESTIMATED 30 SF TOTAL AREA OF
DETERIORATED CONCRETE TO BE REPAIRED

 CONCRETE TO BE REPAIRED

SEE SHEET 10 FOR PIER CAP WIDENING DETAILS

FD52 021 0071 039-040

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY Carroll	
ROUTE I-71	CROSSING MILL CREEK & MILL CREEK ROAD
CONCRETE PATCHING REPAIR	
PREPARED BY Division of Maintenance Bridge Preservation Branch	
SHEET NO. 12	DRAWING NO.

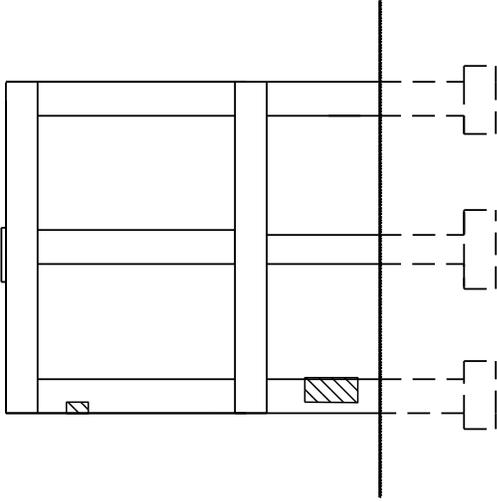
NOT TO SCALE

LOOKING WEST

LOOKING NORTH

Item Number	6-02035.00
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PIER 2 SOUTHBOUND

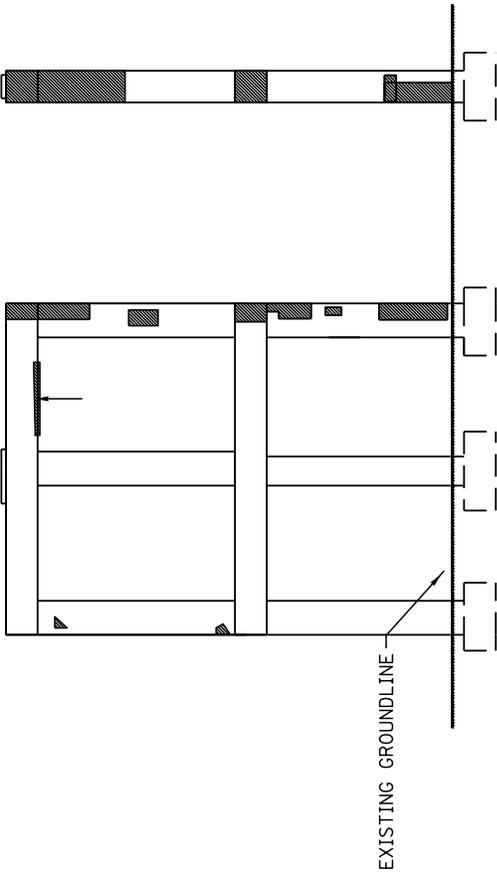


LOOKING SOUTH

ESTIMATED 20 SF TOTAL AREA OF
DETERIORATED CONCRETE TO BE REPAIRED

 CONCRETE TO BE REPAIRED

PIER 4 SOUTHBOUND



LOOKING WEST

ESTIMATED 130 SF TOTAL AREA OF
DETERIORATED CONCRETE TO BE REPAIRED

LOOKING NORTH

EXISTING GROUNDLINE

FD52 021 0071 039-040

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

COUNTY

Carroll

ROUTE
I-71

CROSSING
MILL CREEK & MILL CREEK ROAD

CONCRETE PATCHING REPAIR

PREPARED BY

Division of Maintenance
Bridge Preservation Branch

SHEET NO.

13

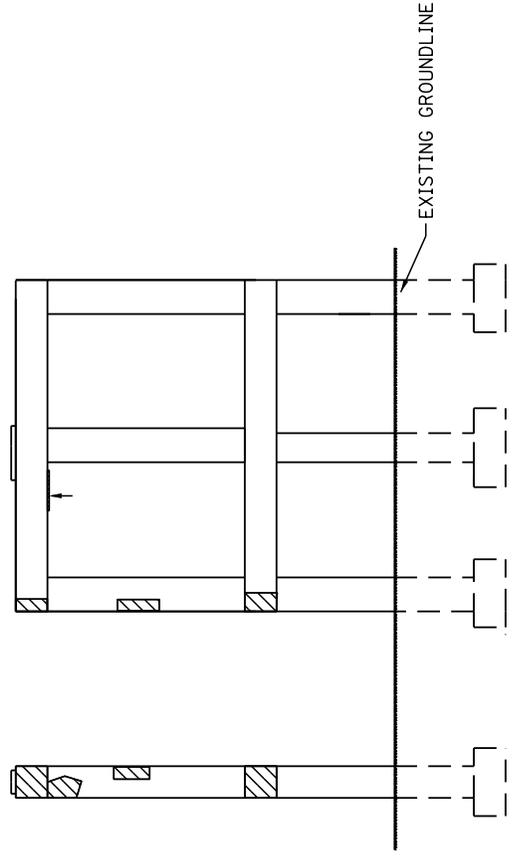
DRAWING NO.

Item Number

6-02035.00

NOT TO SCALE

PIER 4 NORTHBOUND

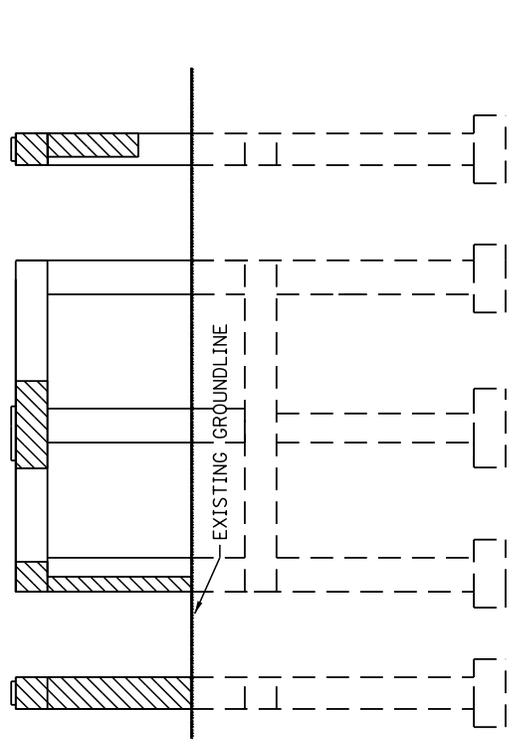


LOOKING WEST

LOOKING SOUTH

ESTIMATED 67.2 SF TOTAL AREA OF
DETERIORATED CONCRETE TO BE REPAIRED

PIER 5 NORTHBOUND

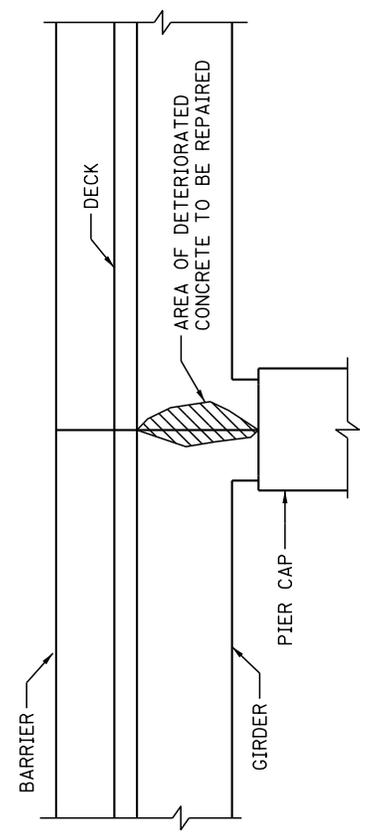


LOOKING WEST

LOOKING SOUTH

(TOWARDS LOUISVILLE)

ESTIMATED 178 SF TOTAL AREA OF
DETERIORATED CONCRETE TO BE REPAIRED



TYPICAL CONCRETE PATCHING AREAS ON BEAMS

(EXTERIOR FACE)

NOT TO SCALE



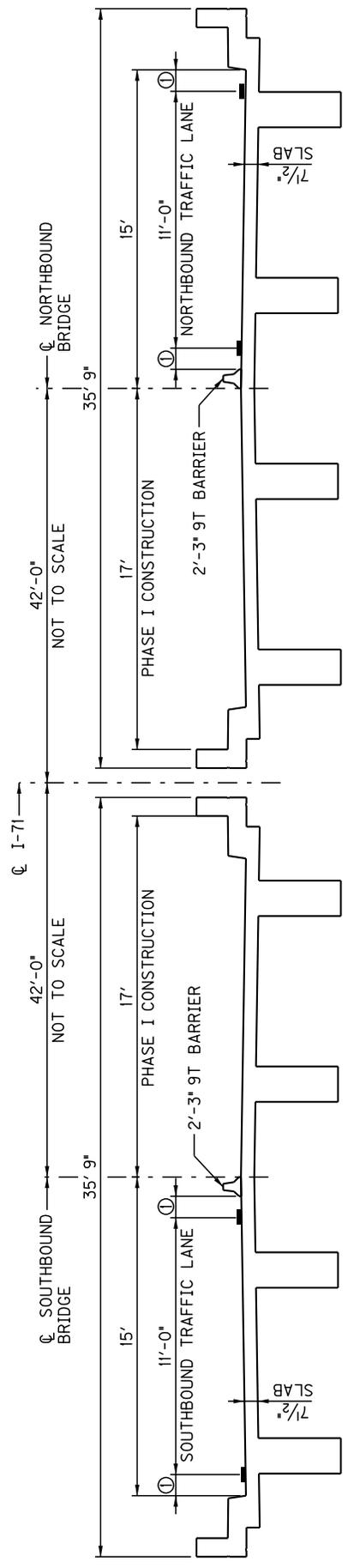
CONCRETE TO BE REPAIRED

— THERE MAY BE SOME AREA OF DETERIORATED
CONCRETE LEFT ON BEAMS UNTREATED DURING
JOINT REPLACEMENT AND JOINT ELIMINATION PROCESS.
THESE AREA ARE TO RECEIVE CONCRETE PATCHING.
ESTIMATED QUANTITY ABOUT 100 SQUARE FEET.

FD52 021 0071 039-040

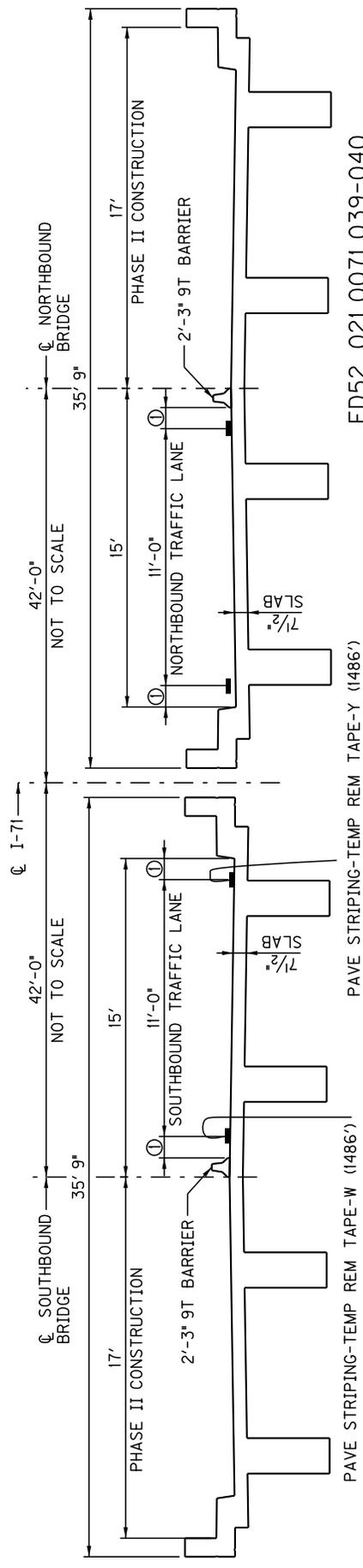
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY Carroll	
ROUTE I-71	CROSSING MILL CREEK & MILL CREEK ROAD
CONCRETE PATCHING REPAIR	
PREPARED BY Division of Maintenance Bridge Preservation Branch	
SHEET NO. 14	
DRAWING NO.	

Item Number	6-02035.00
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MOT PHASE I
(LOOKING TOWARD COVINGTON)

① 10 1/2" SHOULDER



MOT PHASE II
(LOOKING TOWARD COVINGTON)

① 10 1/2" SHOULDER

PAVE STRIPING-TEMP REM TAPE-W (1486')
PAVE STRIPING-TEMP REM TAPE-Y (1486')
PAVE STRIPING-TEMP REM TAPE-B (EACH BRIDGE 1200'- TOTAL 2400')

* REFERENCE STANDARD DRAWING TTC-120
FOR MAINTENANCE OF TRAFFIC.

NOT TO SCALE

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY Carroll	
ROUTE I-71	CROSSING MILL CREEK & MILL CREEK ROAD
TRAFFIC CONTROL PLAN	
PREPARED BY Division of Maintenance Bridge Preservation Branch	
SHEET NO. 15	DRAWING NO.

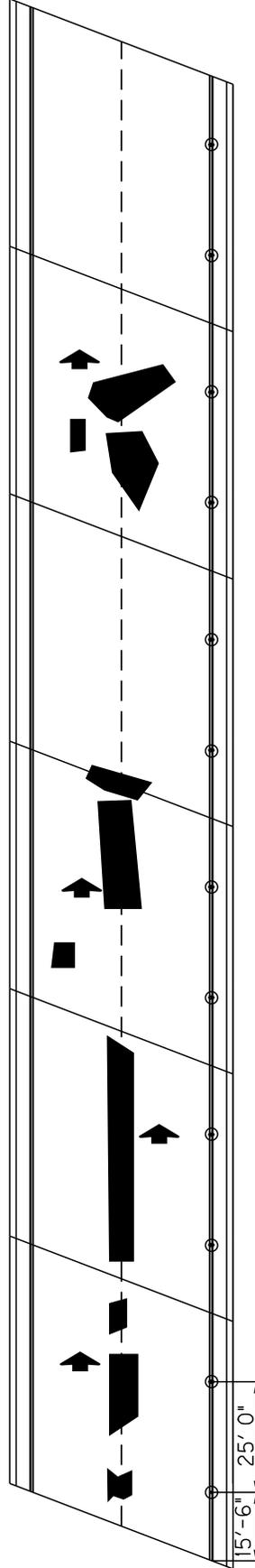
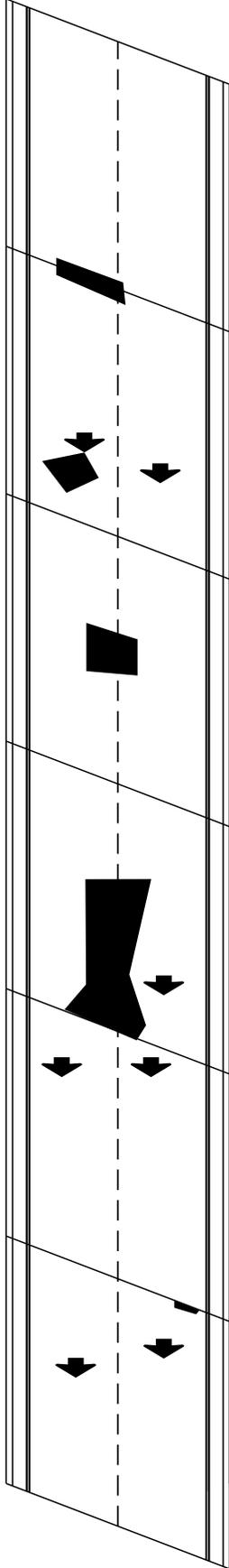
Item Number
6-02035.00

FD52 021 0071 039-040

PAVE STRIPING-TEMP REM TAPE-Y (1486')

TO LOUISVILLE

TO COVINGTON



PLAN VIEW SHOWS THE APPROXIMATE LOCATION OF EXISTING PATCHES, DECK DRAINS ON THE EAST SIDE OF NORTH BOUND ARE SHOWN. DRAINS ON ALL OTHER SIDES ARE SIMILARLY SPACED.

FD52 021 0071 039-040

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

COUNTY

Carroll

ROUTE

I-71

CROSSING

MILL CREEK & MILL CREEK ROAD

PREPARED BY
PLAN VIEW

SHEET NO.

16

DRAWING NO.

Division of Maintenance
Bridge Preservation Branch

Item Number

6-02035.00

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

STANDARD DRAWINGS THAT APPLY

ITEM NO. 6-02035.00

DELINEATORS FOR CONCRETE BARRIERS (Payment Incidental to Barrier Wall 9T)	RBM-020-08
CONCRETE BARRIER WALL 9T	RBM-115-08
CRASH CUSHION IX-T	RBE-100-09
GUARDRAIL CONNECTION TO BRIDGE END TYPE A AND A-1	RBC-001-09
LANE CLOSURE TWO-LANE HIGHWAY CASE I	TTC-100
LANE CLOSURE MULTI-LANE HIGHWAY CASE II	TTC-120
POST SPLICING DETAIL	TTD-110
BRIDGE RESTORATION AND WATERPROOFING WITH CONCRETE OVERLAYS	BGX-009-04
NEOPRENE EXPANSION DAMS AND ARMORED EDGES	BJE-001-11
GUARDRAIL CONNECTION TO BRIDGE END TYPE A AND A-1 COMPONENTS	RBC-002-001
GUARDRAIL CONNECTION TO BRIDGE END TYPE A AND A-1 COMPONENTS	RBD-003-007

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

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

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X. Implementation of Clean Air Act and Federal Water Pollution Control Act-----	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-----	8
XII. Certification Regarding Use of Contract Funds for Lobbying-----	9

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

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: KY120125 05/25/2012 KY125

Superseded General Decision Number: KY20100211

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	01/06/2012
1	01/13/2012
2	01/20/2012
3	04/13/2012
4	05/11/2012
5	05/25/2012

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07

BRKY0001-005 06/01/2011

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

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07

BRKY0002-006 06/01/2011

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.57	10.26

BRKY0007-004 06/01/2011

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

	Rates	Fringes
BRICKLAYER.....	\$ 28.29	16.80

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 07/01/2011

	Rates	Fringes
CARPENTER.....	\$ 25.95	13.26
Diver.....	\$ 39.30	13.26
PILEDRIVERMAN.....	\$ 26.20	13.26

ELEC0212-008 05/31/2011

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.11	14.94

ELEC0212-014 06/27/2011

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 21.55	8.46

ELEC0317-012 06/01/2011

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 31.87	19.96

ELEC0369-007 06/01/2011

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	13.33

ELEC0575-002 05/30/2011

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.69	13.32

* ENGI0181-018 07/01/2011

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 26.50	13.00
GROUP 2.....	\$ 24.08	13.00
GROUP 3.....	\$ 24.46	13.00
GROUP 4.....	\$ 23.82	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; 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 06/01/2011

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.....	\$ 22.50	18.10
Structural.....	\$ 24.80	18.10

IRON0070-006 06/01/2011

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.....	\$ 25.77	18.28

IRON0372-006 01/01/2012

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.....	\$ 26.75	17.55
Up to & including 30-mile radius of Hamilton County, Ohio Courthouse.....	\$ 26.50	17.55

IRON0769-007 06/01/2011

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.....	\$ 30.96	18.07
ZONE 1.....	\$ 29.59	18.07
ZONE 2.....	\$ 31.36	18.07
ZONE 3.....	\$ 32.96	18.07

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

LABO0189-003 07/01/2011

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.....	\$ 20.81	10.85
GROUP 2.....	\$ 21.06	10.85
GROUP 3.....	\$ 21.11	10.85
GROUP 4.....	\$ 21.71	10.85

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 07/01/2011

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.26	10.40
GROUP 2.....	\$ 21.51	10.40
GROUP 3.....	\$ 21.56	10.40
GROUP 4.....	\$ 22.16	10.40

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 07/01/2011

BRECKINRIDGE & GRAYSON COUNTIES

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

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 05/02/2011

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.....	\$ 23.85	8.10
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 23.85	8.10
Sandblasting & Water Blasting.....	\$ 24.60	8.10
Spray.....	\$ 24.35	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 12/01/2011

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

Rates Fringes

Painters:

Bridges; Locks; Dams;
Tension Towers & Energized
Substations.....\$ 29.33 14.20
Power Generating Facilities.\$ 26.09 14.20

PLUM0248-003 06/01/2011

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

Rates Fringes

Plumber and Steamfitter.....\$ 32.00 16.24

PLUM0392-007 09/01/2011

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

Rates Fringes

Plumbers and Pipefitters.....\$ 29.30 15.74

PLUM0502-003 08/01/2011

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.....\$ 31.00 16.13

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.

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

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

Union Identifiers

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

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

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007

5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

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

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.

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END OF GENERAL DECISION

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

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

**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
9.2%	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 Carroll 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

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
FRANKFORT, KY 40622

CONTRACT ID: 122600
COUNTY: CARROLL
PROPOSAL: IM 0712 (070)

PAGE: 1
LETTING: 06/15/12
CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT

	SECTION 0001	BRIDGE			
0010	02003	RELOCATE TEMP CONC BARRIER	1,172.000 LF		
0020	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	8.000 EACH		
0030	02562	SIGNS	920.000 SQFT		
0040	02650	MAINTAIN & CONTROL TRAFFIC B000038L	(1.00) LS		
0050	02650	MAINTAIN & CONTROL TRAFFIC B00038R	(1.00) LS		
0060	02653	LANE CLOSURE	4.000 EACH		
0070	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.000 EACH		
0080	02898	RELOCATE CRASH CUSHION	2.000 EACH		
0090	02900	INSTALL TEMP CRASH CUSHION	2.000 EACH		
0100	03171	CONCRETE BARRIER WALL TYPE 9T	1,172.000 LF		
0110	03299	ARMORED EDGE FOR CONCRETE	142.400 LF		
0120	03300	ELIMINATE TRANSVERSE JOINT	328.000 LF		
0130	03304	BRIDGE OVERLAY APPROACH PAVEMENT	2,000.000 SQYD		
0140	06542	PAVE STRIPING-THERMO-6 IN W	1,134.000 LF		
0150	06543	PAVE STRIPING-THERMO-6 IN Y	872.000 LF		
0160	06549	PAVE STRIPING-TEMP REM TAPE-B	2,400.000 LF		
0170	06550	PAVE STRIPING-TEMP REM TAPE-W	5,944.000 LF		
0180	06551	PAVE STRIPING-TEMP REM TAPE-Y	5,944.000 LF		
0190	08151	STEEL REINFORCEMENT-EPOXY COATED	5,354.000 LB		
0200	08504	EPOXY SAND SLURRY	174.200 SQYD		

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
FRANKFORT, KY 40622

CONTRACT ID: 122600
COUNTY: CARROLL
PROPOSAL: IM 0712 (070)

PAGE: 2
LETTING: 06/15/12
CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210	08526	CONC CLASS M FULL DEPTH PATCH	9.900	CUYD		
0220	08534	CONCRETE OVERLAY-LATEX	107.400	CUYD		
0230	08549	BLAST CLEANING	2,390.000	SQYD		
0240	08550	HYDRODEMOLITION	2,240.000	SQYD		
0250	20214ED	CLEARING BRIDGE SITE	(1.00)	LS		
0260	20214ED	CLEARING BRIDGE SITE	(1.00)	LS		
0270	21415ND	EROSION CONTROL	(1.00)	LS		
0280	21415ND	EROSION CONTROL	(1.00)	LS		
0290	21532ED	RAIL SYSTEM TYPE III	1,344.000	LF		
0300	22146EN	CONCRETE PATCHING REPAIR	885.000	SQFT		
0310	23262EC	INSTALL SHEAR KEY	8.000	EACH		
0320	23263EC	PIER CAP WIDENING	81.250	LF		
0330	24094EC	PARTIAL DEPTH PATCHING	30.500	CUYD		
SECTION 0002 DEMOBILIZATION						
0340	02569	DEMOBILIZATION (AT LEAST 1.5%)		LUMP		
		TOTAL BID				