



**CALL NO. 100**

**CONTRACT ID. 092000**

**MONTGOMERY - CLARK COUNTIES**

**FED/STATE PROJECT NUMBER NH 64-5(066)**

**DESCRIPTION LOUISVILLE-CATLETTSBURG ROAD (I-64)**

**WORK TYPE GUARDRAIL**

**PRIMARY COMPLETION DATE 9/30/2009**

**LETTING DATE: May 22, 2009**

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

**DBE CERTIFICATION REQUIRED - 0%**

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

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

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included ☐

BID ☐

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

SPECIMEN ☐

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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# **PART I**

## **SCOPE OF WORK**



## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

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

### **JOINT VENTURE BIDDING**

Joint Venture bidding is permissible. However, both companies MUST purchase a bidding proposal. Either proposal may be submitted but must contain the company names and signatures of both parties where required. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

01/01/2009

### **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  
102.08 Irregular Proposals  
102.09 Proposal Guaranty

102.10 Delivery of Proposals  
102.14 Disqualification of Bidders

### **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**

The requirements of Paragraph VI of FHWA 1273 does not apply to projects with a total cost of less than \$1,000,000.00.

### **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 at least the percent of the contract as set forth above as goals for this contract.

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

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



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

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

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

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

### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

### **FAILURE TO MEET GOOD FAITH REQUIREMENT**

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

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

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

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

### **SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT**

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

Prime contractors will incorporate a requirement into DBE subcontracts, including supply contracts, that DBEs must provide to the Division of Construction, a copy of all checks received from the prime contractor within seven days of receipt of payment for work performed on Cabinet projects. Checks to DBE subcontractors must include the PCN number, estimate number, and the sequence and quantity.

### **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.

01/01/2009

# Kentucky Transportation Cabinet General DBE Participation Plan\*

3/25/2002

Letting Date: \_\_\_\_\_

Project Code Number (PCN)

Project Number:

Designated DBE Goal %

## Prime Contractor

DBE Company Name

## Address

City, State, Zip

Federal Tax ID

Type of DBE Work: (all applicable)

Supplier

Subcontractor

Manufacturer

## Engineering

Other

Itemized worked to be performed by DBE Company:

[illegible]

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

Total This DBE  
Total Bid

% Credited toward Goal, this DBE

Prime Contractor's Signature:

Title:

Date:

DBE Participant Signature:

Title:

Date:

**\*This form must be completed for each DBE participant**

**NATIONAL HIGHWAY**

This project is on the NATIONAL HIGHWAY SYSTEM.

**PROJECT TRAFFIC COORDINATOR (PTC)**

This project is a significant project pursuant to section 112.03.12.

### **SPECIAL NOTE FOR LIQUIDATED DAMAGES**

In addition to the Liquidated Damages specified in Section 108.09, Liquidated Damages in the amount \$500.00 per hour will be assessed for each hour or part of a hour a lane closure remains in place during the prohibited hours as specified in the Traffic Control Plan, excluding delays caused by inclement weather. If work is delayed by inclement weather, the minimum work required to allow removal of the lane closure shall be resumed immediately as soon as weather permits.

In addition to the Liquidated Damages specified in Section 108.09, Liquidated damages in the amount of \$5,000.00 per day will be assessed for each day or part of a day a lane closure remains in place during the prohibited days as specified in the Traffic Control Plan, excluding delays caused by inclement weather. If work is delayed by inclement weather, the minimum work required to allow removal of the lane closure shall be resumed immediately as soon as weather permits.

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

## **SPECIAL PROVISION FOR WASTE AND BORROW SITES**

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

01/01/2009



## **SPECIAL NOTES FOR GUARDRAIL**

Perform all work in accordance with the Department's Current Standard Specifications and Interim Supplemental Specifications, applicable Standard Drawings, and applicable Special Provisions except as hereafter specified. Article references are to the Standard Specifications. This work shall consist of:

- (1) Maintain and Control traffic; (2) Do temporary erosion control, temporary pollution control, seeding and protection, and clean up; (3) Remove existing guardrail systems, end treatments and crash cushions; (4) Furnishing all equipment, labor and incidentals for installing Guardrail; (5) Furnishing all equipment, labor, materials, and incidentals for the installation of Guardrail End Treatments and Crash Cushions; and (6) all other work specified in the Contract.

## **II. MATERIALS**

All materials shall be sampled and tested in accordance with the Department's Sampling Manual. 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.

- A. Seeding and Protection.** Use Seed Mixture No. 1.
- B. Guardrail Posts.** Steel Guardrail posts are required. No alternates allowed.

## **III. CONSTRUCTION METHODS**

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Remove existing Guardrail system, including Concrete Posts and Existing Guardrail End Treatments.** Remove existing guardrail and guardrail end treatments as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way.

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

- C. Contractor Site Preparation.** Prepare the shoulder for the guardrail installation, which includes regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; removal of all obstructions or any other items; excavation and embankment; temporary pollution and erosion control; disposal, of waste materials; final dressing and cleanup; and seeding and protection. All site preparation shall be as approved or directed by the engineer.
- D. Installation of Guardrail systems.** Install Guardrail systems as per Section 719. Tie to existing guardrail where applicable. **All changes to the project must be approved by the Maintenance Engineer and the Resident Engineer prior to performing the work.**

**Prior to starting construction, inspect the area for traffic counting stations. If stations with loops are within the project limits, contact Ed Whittaker in the Division of Planning at 502-564-7183 (Office) between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday.**

Guardrail locations listed are approximate only. The Engineer will determine the actual termini at the time of construction. Construct radii at entrances and road intersections as per applicable Standard Drawings.

Erect the guardrail to the lines and grades shown on current standard drawings or as designated by the Engineer. Unless otherwise directed, construct the guardrail 2' 3" above true theoretical shoulder elevations, or by any method approved by the Engineer which allows the construction of the guardrail to the true grade and prevents apparent sags. Unless otherwise directed, provide a minimum shoulder width of 2 feet.

When installing guardrail do **NOT** leave the blunt end exposed where it would be hazardous to the public. When it is not practical to complete the construction of the rail or the permanent end treatments first, the Engineer may require a temporary end of connecting at least 25 feet of rail to the last post, and by slightly flaring, and burying the end of the rail completely into the existing shoulder. If left overnight, place a drum with bridge panel in advance of the guardrail end and maintain during use. The cost of the temporary end, including the drum and panel, is incidental to the unit bid price for Guardrail, Steel "W" Beam, Single Face.

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

- F. Disposal of Waste.** Dispose of all removed concrete, debris, and other waste as per Section 204.03.08 at waste sites obtained by the Contractor at no additional cost to the Department.
- G. On-Site Inspection.** 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 themselves with the 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.
- H. Right of Way Limits.** The exact limits of Right-of-Way have not been established by the Department. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.
- I. Property Damage.** Be responsible for all damage to public and/or private property resulting from his work.
- J. Utility Note.** NOTICE: Utility locations are not shown in the proposal for this project and have not been located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. **Be responsible for repairing all utility damage that occurs as a result of his Operations.**

## **V. METHOD OF MEASUREMENT**

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Site Preparation.** Other than the bid items listed, the Department will NOT MEASURE Site Preparation for payment but shall be incidental to “Guardrail, Steel W Bm-SFace”.
- C. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal.** The Department will NOT MEASURE for payment the operations shown here. These include Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item “Guardrail, Steel W Bm-SFace”.

- D. Remove Guardrail End Treatment.** The Department will measure removal of guardrail end treatments as each.

**V. BASIS OF PAYMENT**

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Site Preparation.** Other than the bid items listed, the Department will NOT MEASURE Site Preparation for payment but shall be incidental to “Guardrail, Steel W Bm-SFace”.
- C. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal.** The Department will NOT pay as per applicable sections for the following operations: Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item “Guardrail, Steel W Bm-SFace”.
- D. Remove Guardrail End Treatment.** The Department will make payment for the completed and accepted quantities of remove guardrail end treatment. The Department will consider payment as full compensation for furnishing all materials, equipment, labor, other expenses and all incidentals necessary to complete this work to remove the guardrail end treatment.

## TRAFFIC CONTROL PLAN

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<p><b>THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY</b></p>
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### TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the 2008 Standard Specifications and the Standard Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

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

### PROJECT PHASING & CONSTRUCTION PROCEDURES

No lane closures will be allowed on the following days and hours:

3:00 p.m. – 6:00 p.m.	Monday through Friday
May 22 – 25, 2009	Memorial Day Weekend
July 3 – 5, 2009	Independence Day Weekend
September 4 – 7, 2009	Labor Day Weekend

At the discretion of the Engineer, additional days and hours may be specified when lane closures will not be allowed.

The clear lane widths shall be 12 feet; however make provisions for passage of vehicles of up to 16 feet in width for all phases. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

### SIGNS

The Engineer may require additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings. Additional signs needed may include, but are not limited to, dual mounted LEFT/RIGHT LANE CLOSED 1 MILE, LEFT/RIGHT LANE CLOSED 2 MILE, LEFT/RIGHT LANE CLOSED 3 MILE, SLOWED/STOPPED TRAFFIC AHEAD, KEEP RIGHT, KEEP LEFT, WIDE LOADS PROHIBITED/EXIT HERE, etc.

## Traffic Control Plan

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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 shall 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.

## **CHANGEABLE MESSAGE SIGNS**

Provide changeable message signs in advance of and within the project at locations to be determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional changeable message signs as directed by the Engineer. Place changeable message signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens relocate or provide additional changeable message signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The locations designated may vary as the work progresses. The messages required to be provided shall be designated by the Engineer. In the event of damage or mechanical/electrical failure, the Contractor shall repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of changeable message signs in concurrent use at the same time on a single day on all sections of the contract. Individual changeable message signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged changeable message signs directed by the Engineer to be replaced due to poor condition or readability will not be measured for payment.

## **ARROW PANEL**

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of arrow panels in concurrent use at the same time on a single day on all sections of the contract. Individual arrow panels 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 arrow panels directed by the Engineer to be replaced due to poor condition or readability will not be measured for payment. Arrow panels will remain the property of the Contractor after construction is complete.

## **BARRICADES**

Barricades used in lieu of barrels and cones for channelization or delineation will be incidental to Maintain and Control Traffic according to Section 112.04.01. Barricades used to protect pavement removal areas will be measured and paid as each according to Section 112.04.04 except: the Department will measure for payment the maximum number of flashing arrows in concurrent use at the same time on a single day on all sections of the contract and individual barricades 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.

Traffic Control Plan  
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Replacements for damaged barricades directed by the Engineer to be replaced due to poor condition or reflectivity will not be measured for payment.

## **TRUCK MOUNTED ATTENUATORS**

Furnish and install Truck Mounted Attenuators meeting the requirements of the Standard Specifications. Obtain the Engineer's approval for all details of the TMA installations. Locate the TMAs at median piers after the removal of existing end treatments and leave in place until new crash cushions are in place. Move the TMAs as the applicable work zones move within the project limits. TMAs will not be measured for payment but shall be considered incidental to Maintain and Control Traffic. Contrary to the Specifications, TMAs will remain the property of the Contractor after construction is complete.

## **MEDIAN CROSSOVERS**

Do not use median crossovers. Contractor's and Contractor's employee's vehicles shall change directions at Interchanges only.

## **PAVEMENT EDGE DROP-OFFS**

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

Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

Less than 2" – During construction, no protection required. After resurfacing, wedge drop-offs greater than 1 inch on mainline and ramp shoulder with compacted cuttings from milling operations as shown on typical sections. Place Type III Barricades at the beginning of milled areas and additional Type III Barricades spaced at 2,500 feet during the interval between milling and inlay of the asphalt binder course.

Guardrail Installation – Either existing or new guardrail shall be in place during periods when lane closures are prohibited by the traffic Control Plan. Protect with lane closure during active operations. Protect partially completed guardrail installations with a shoulder closure during non-working hours.

## **POLICY FOR THE USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS**

The following policy is based upon current Changeable Message Signs (CMS) standards and practice from many sources, including the Federal Highway Administration (FHWA), other state Departments of Transportation, and Traffic Safety Associations. It is understood that each CMS installation or use requires individual consideration due to the specific location or purpose. However, there will be elements that are constant in nearly all applications. Accordingly these recommended guidelines bring a level of uniformity, while still being open to regional experience and engineering judgement.

### **Application**

The primary purpose of CMS is to advise the driver of unexpected traffic and routing situations. Examples of applications where CMS can be effective include:

- ◆ Closures (road, lane, bridge, ramp, shoulder, interstate)
- ◆ Changes in alignment or surface conditions
- ◆ Significant delays, congestion
- ◆ Construction / maintenance activities (delays, future activities)
- ◆ Detours / alternate routes
- ◆ Special events with traffic and safety implications
- ◆ Crash / incidents
- ◆ Vehicle restrictions (width, height, weight, flammable)
- ◆ Advance notice of new traffic control device
- ◆ Real-time traffic conditions (must be kept up-to-date)
- ◆ Weather/driving conditions, environmental conditions, Roadway Weather Information Systems
- ◆ \*Public Service Announcements that improve highway safety
- ◆ Emergency situations
- ◆ Referral to Highway Advisory Radio (if available)
- ◆ Messages as approved by the State Highway Engineer's Office

\* Use the CMS for special campaigns that will have a specified beginning and ending date. The CMS should not be used for more than three weeks with any special campaign.

CMS should not be used for:

- ◆ Replacement of static signs (e.g. road work ahead), regulatory signs (e.g. speed limits), pavement markings, standard traffic control devices, conventional warning or guide signs
- ◆ Replacement of lighted arrow board
- ◆ Advertising\* (\*Don't advertise the event unless clarifying "action" to be taken by driver - e.g. Speedway traffic next exit)
- ◆ Generic messages
- ◆ Test messages (portable signs only)
- ◆ Describe recurrent congestion (e.g. rush hour)
- ◆ Public service announcements (not traffic related)



## Changeable Message Sign Policy

### Page 2 of 6

### **Messages**

Basic principles that are important to providing proper messages and insuring the proper operation of a CMS are:

- ◆ Visible for at least ½ mile under ideal daytime and nighttime conditions
- ◆ Legible from all lanes a minimum of 650 feet
- ◆ Entire message readable twice while traveling at the posted speed
- ◆ No more than two message panels should be used (Three panels may be used on roadways where vehicles are traveling less than 45 mph). A panel is the message that fits on the face of the sign without flipping or scrolling.
- ◆ Each panel should convey a single thought; short and concise
- ◆ Do not use two unrelated panels on a sign
- ◆ Do not use the sign for two unrelated messages
- ◆ Should not scroll text horizontally or vertically
- ◆ Should not contain both the words *left* and *right*
- ◆ Use standardized abbreviations and messages
- ◆ Should be accurate and timely
- ◆ Avoid filler/unnecessary words and periods (hazardous, a, an, the)
- ◆ Avoid using local names or landmarks
- ◆ Avoid use of speed limits
- ◆ Use words (not numbers) for dates

### **Placement**

Placement of the CMS is important to insure that the sign is visible to the driver and provides ample time to take any necessary action. Some of the following principles may only be applicable to controlled access roadways. The basic principles of placement for a CMS are:

- ◆ When 2 signs are needed, place on same side of roadway and at least 1,000 feet apart
- ◆ Place behind semi-rigid/rigid protection (guardrail, barrier) or outside of the clear zone
- ◆ Place 1,000 feet in advance of work zone; at least one mile ahead of decision point
- ◆ Normally place on right side of roadway, but should be place closest to affected lane so either side is acceptable
- ◆ Signs should not be dual mounted (one on each side of roadway facing same direction)
- ◆ Point trailer hitch downstream
- ◆ Secure to immovable object to prevent thief (if necessary)
- ◆ Do not place in sags or just beyond crests
- ◆ Check for reflection of sun to prevent the blinding of motorists
- ◆ Should be turned ~3° outward from perpendicular to the edge of pavement
- ◆ Bottom of sign should be 7 feet above the elevation of edge of roadway
- ◆ Should be removed when not in use

Changeable Message Sign Policy  
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# **STANDARD ABBREVIATIONS**

The following is a list of standard abbreviations to be used on CMS.

<b><u>Word</u></b>	<b><u>Abbrev.</u></b>	<b><u>Example</u></b>
Access	ACCS	ACCIDENT AHEAD/USE ACCS RD NEXT RIGHT
Alternate	ALT	ACCIDENT AHEAD/USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/USE ALT RTE
Cardinal Directions	N, E, S, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/USE I275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3MI
Construction	CONST	CONST WORK AHEAD/EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/PREPARE TO STOP
Entrance, Enter	ENT	TRUCK ENT NEXT RIGHT
Exit	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/DETOUR EXIT 10
Freeway	FRWY, FWY	GN SNYDR FWY CLOSED/DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ALL TRAF EXIT 25
Highway	HWY	ACCIDENT ON AA HWY/EXPECT DELAYS
Hour	HR	ACCIDENT ON AA HWY/2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240AM
Interstate	I	E-BND I64 CLOSED/DETOUR EXIT 20
Lane	LN	LN CLOSED /MERGE LEFT
Left	LFT	LANE CLOSED /MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/SLOW
Major	MAJ	MAJ DELAYS I75/USE ALT RTE
Mile	MI	ACCIDENT 3 MI AHEAD/USE ALT RTE
Minor	MNR	ACCIDENT 3 MI MNR DELAY
Minutes(s)	MIN	ACCIDENT 3 MI /30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/USE I275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/DETOUR EXIT 60
Prepare	PREP	ACCIDENT 3 MI/PREP TO STOP
Right	RGT	EVENT PKING NEXT RGT
Road	RD	HAZMAT IN RD/ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/POSSIBLE DELAYS

Changeable Message Sign Policy  
Page 4 of 6

Route	RTE	MAJ DELAYS I75/USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
Slippery	SLIP	SLIP COND POSSIBLE/SLOW SPD
Southbound	S-BND	S-BND I75 CLOSED/DETOUR EXIT 50
Speed	SPD	SLIP COND POSSIBLE/SLOW SPD
Street	ST	MAIN ST CLOSED/USE ALT RTE
Traffic	TRAF	CUM PKWAY TRAF/DETOUR EXIT 60
Vehicle	VEH	OVRSZ COMM VEH/USE I275 NEXT RIGHT
Westbound	W-BND	W-BND I64 CLOSED/DETOUR EXIT 50
Work	WRK	CONST WORK 2 MI/POSSIBLE DELAYS

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NOT USE THESE ABBREVIATIONS.

<u>Abbrev.</u>	<u>Intended Word</u>	<u>Word Erroneously Given</u>
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (Merge)
LOC	Local	Location
LT	Light (Traffic)	Left
PARK	Parking	Park
POLL	Pollution (Index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
TEMP	Temporary	Temperature
WRNG	Warning	Wrong

TYPICAL MESSAGES

The following is a list of typical messages used on CMS. The list consists of the **reason or problem** that you want the driver to be aware of and the **action** that you want the driver to take.

Reason / Problem

ACCIDENT  
ACCIDENT/xx MILES  
xx ROAD CLOSED  
xx EXIT CLOSED  
BRIDGE CLOSED  
BRIDGE/(SLIPPERY, ICE, etc.)  
CENTER/LANE/CLOSED

# Changeable Message Sign Policy

## Page 5 of 6

DELAY(S), MAJOR/DELAYS  
DEBRIS AHEAD  
DENSE FOG  
DISABLED/VEHICLE  
EMER/VEHICLES/ONLY  
EVENT PARKING  
EXIT xx/CLOSED  
FLAGGER/xx MILES  
FOG/xx MILES  
FREEWAY CLOSED  
FRESH/OIL  
HAZMAT/SPILL  
ICE  
INCIDENT AHEAD  
LANES/(NARROW, SHIFT, MERGE, etc.)  
LEFT LANE CLOSED  
LEFT LANE NARROWS  
LEFT/2 LANES/CLOSED  
LEFT/SHOULDER/CLOSED  
LOOSE/GRAVEL  
MEDIAN/WORK/xx MILES  
MOVING/WORK/ZONE, WORKERS/IN/ROADWAY  
NEXT EXIT CLOSED  
NO/OVERSIZE/LOADS  
NO/PASSING  
NO/SHOULDER  
ONE/LANE/BRIDGE  
PEOPLE/CROSSING  
RAMP CLOSED  
RAMP/(SLIPPERY, ICE, etc.)  
RIGHT/LANE/CLOSED  
RIGHT/2 LANES/CLOSED  
RIGHT/LANE/NARROWS  
RIGHT/SHOULDER/CLOSED  
ROAD CLOSED  
ROAD/CLOSED/xx MILES  
ROAD/(SLIPPERY, ICE, etc.)  
ROAD/WORK  
ROAD/WORK (or CONSTRUCTION)/(TONIGHT, TODAY TOMORROW, DATE, etc.)  
ROAD/WORK/xx MILES  
SHOULDER/(SLIPPERY, ICE, SOFT, BLOCKED, etc.)  
NEW SIGNAL/xx MILES  
SINGLE LANE  
SLOW/1 (or 2) –WAY/TRAFFIC  
SOFT/SHOULDER  
STALLED VEHICLES AHEAD

## Changeable Message Sign Policy

### Page 6 of 6

TRAFFIC/BACKUP  
TRAFFIC/SLOWS  
TRUCK/CROSSING  
TRUCKS/ENTERING  
TOW TRUCK AHEAD  
UNEVEN/LANES  
WATER/ON/ROAD  
WET PAINT  
WORK/ZONE/xx MILES  
WORKERS AHEAD

### **Action**

ALL/TRAFFIC/ EXIT RT  
AVOID/DELAYS/USE xx  
CONSIDER/ALT/ROUTE  
DETOUR  
DETOUR/xx MILES  
DO NOT/PASS  
EXPECT/DELAYS  
FOLLOW/ALT/ROUTE  
KEEP LEFT  
KEEP RIGHT  
MERGE/xx MILES  
MERGE/LEFT  
MERGE/RIGHT  
ONE-WAY/TRAFFIC  
PASS/TO/LEFT  
PASS TO/RIGHT  
PREPARE/TO/STOP  
REDUCE/SPEED  
SLOW  
SLOW/DOWN  
STAY IN/LANE  
STAY ON/xx  
STOP/AHEAD  
STOP/xx MILES  
TUNE/RADIO/1610 AM  
USE/nn/ROAD  
USE/CENTER/LANE  
USE/DETOUR/ROUTE  
USE/LEFT/LANE  
USE/NEXT/EXIT  
USE/RIGHT/LANE  
WATCH/FOR/FLAGGER

**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL**  
**SPECIAL NOTES FOR UTILITY CLEARANCE**  
**IMPACT ON CONSTRUCTION**

**CLARK / MONTGOMERY COUNTY**  
**LOUISVILLE – CATLETTSBURG ROAD (I – 64)**  
**GUARDRAIL REPLACEMENT**  
**FROM MILEPOINT 101.688 TO MILEPOINT 112.498**  
**NH 64-5(066)**

The following companies/individuals may have utility facilities located on the subject project:

Kentucky Utilities Company  
820 West Broadway  
Louisville, Kentucky 40232-2020  
Mr. Greg Geiser  
(502) 627-3708

Clark Energy Cooperative  
2460 Ironworks Road  
Winchester, Kentucky 40391  
Mr. Todd Peyton  
(859) 744-4251

Windstream Communications  
130 West New Circle Road  
Suite 170  
Lexington, Kentucky 40505-1408  
Mr. Gene Dunn  
(859) 357-6216

AT&T Kentucky  
1535 Twilight Trail  
Frankfort, Kentucky 40601  
Ms. Brenda Richards  
(502) 875-5983

AT&T Corporation  
5390 Overbend Trail  
Suwanee, Georgia 30024  
Mr. Scott Logeman  
(770) 335-8255

Kentucky-American Water Company  
2300 Richmond Road  
Lexington, Kentucky 40502  
Mr. Jason Hurt  
(859) 335-3415

Winchester Municipal Utilities  
150 North Main Street  
Winchester, Kentucky 40392-4177  
Mr. Vernon Azevedo  
(859) 744-5434

Mt. Sterling Water and Sewer  
300 East Main Street  
Mt. Sterling, Kentucky 40353  
Mr. Rick Fletcher  
(859) 498-0166

East Clark County Water District  
118 Hopkins Lane  
Winchester, Kentucky 40391  
Mr. William Ballard  
(859) 745-1458

Columbia Gas of Kentucky, Inc.  
2001 Mercer Road  
Lexington, Kentucky 40512  
Mr. Mark McCullough  
(859) 288-0248

Delta Natural Gas Company  
3617 Lexington Road  
Winchester, Kentucky 40391  
Mr. Alan Heath  
(859) 744-6171

Columbia Gas Transmission Corporation  
1675 Muddy Creek Pike  
Winchester, Kentucky 40391  
Mr. Larry Fletcher  
(859) 745-6408

El Paso Energy (Tennessee Gas)  
10205 Winchester Road  
Clay City, Kentucky 40312  
Mr. Roy Williams  
(859) 842-3231

The Contractor should note that this may not be a complete list of the utility owners involved. The Contractor is advised to contact the BUD one-call system; however, the Contractor should be aware that not all owners may be a member of the BUD one-call system.

The Contractor should also be aware that it is the responsibility of the Contractor to coordinate the provision of any and all electrical services necessary to the project.

### **COORDINATION WITH UTILITY FACILITY OWNERS**

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

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

### **PROTECTION OF UTILITY FACILITIES**

The location of utilities provided in the contract documents has been furnished by the facility owners and/or by reviewing record drawings, and may not be accurate. It will be the roadway Contractor's responsibility to locate utility facilities prior to excavating by calling the various utility facility owners, and by examining any supplemental information supplied by the Cabinet. The Contractor shall determine the exact location and elevation of underground utility facilities, by hand-digging if necessary, to expose utilities prior to beginning excavation in the area of underground utility facilities. The cost for repair, and any other associated costs, for any damage to utility facilities caused by the roadway Contractor's operation will be borne by the roadway Contractor.

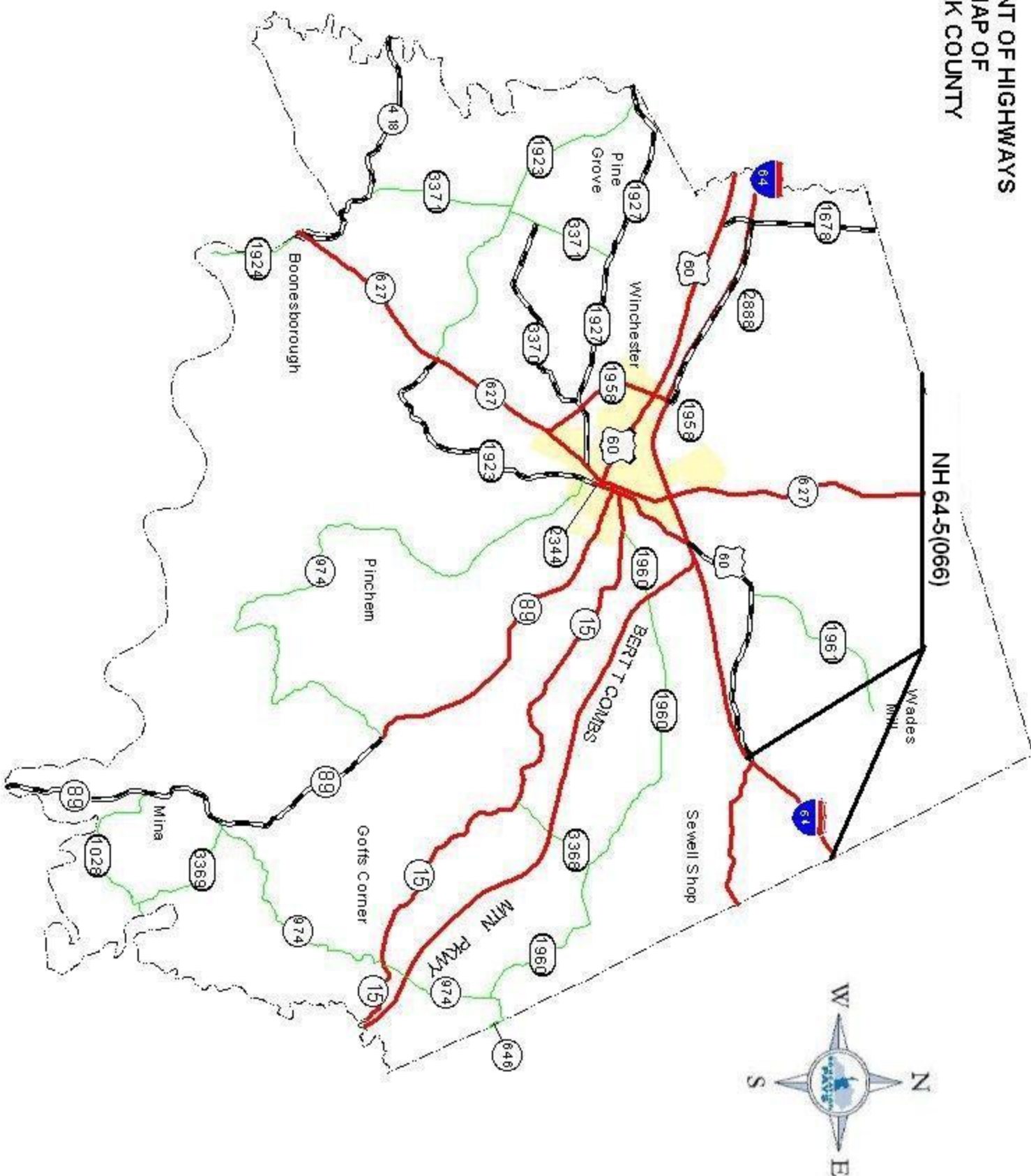
It is the Contractor's responsibility to contact the BUD One-Call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD One-Call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility Companies have facilities in the project area.

### **RAILROAD FACILITIES**

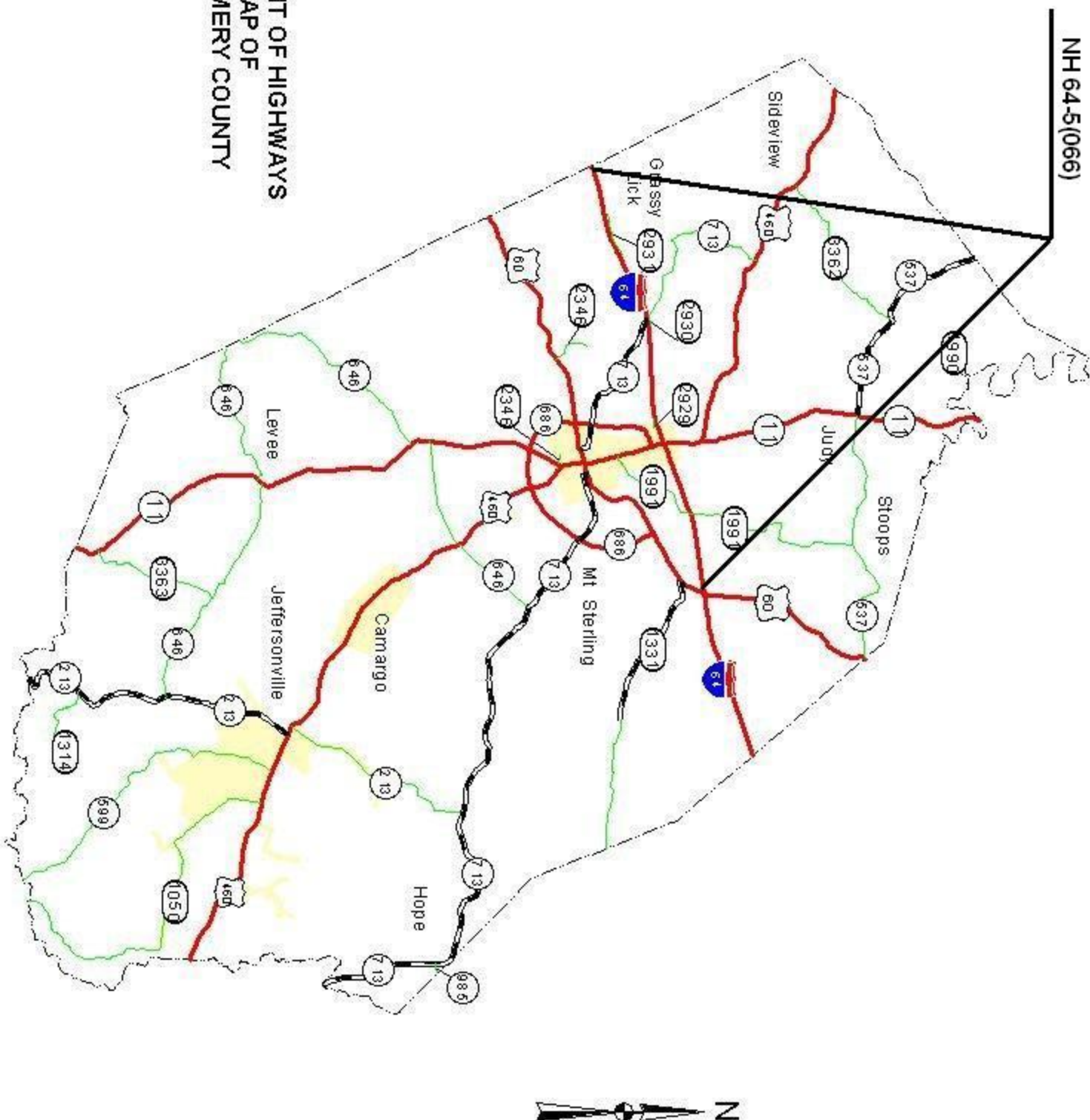
There may or may not be railroad facilities associated with this project.



NH 64-5(066)



**NH 64-5(066)**



[illegible]

MONTGOMERY COUNTY

NEW GUARDRAIL							REMOVE GUARDRAIL				
LANE	END TREAT.	BEGIN MILEPOINT	END MILEPOINT	END TREAT.	LIN FEET	REMARKS	LANE	BEGIN MILEPOINT	END MILEPOINT	LIN FEET	REMARKS
MEDIAN	CRASH CUSHION IX	107.230					MEDIAN	107.209	107.286	750.0	2 <sup>ND</sup> TREATMENTS
MEDIAN	CRASH CUSHION IX	107.260					MEDIAN	110.960	111.040	750.0	2 <sup>ND</sup> TREATMENTS
MEDIAN		107.245				23.98 CY CONCRETE CLASS "A"	EASTBOUND	EXIT	113.000	RAMP	1 <sup>ST</sup> END TREATMENTS
MEDIAN		107.245				392 LBS NO. 5 REINFORCEMENT BAR	WESTBOUND	111.579		50.0	1 <sup>ST</sup> END TREATMENTS
MEDIAN	CRASH CUSHION IX	110.986					WESTBOUND	110.676			1 <sup>ST</sup> END TREATMENTS
MEDIAN	CRASH CUSHION IX	111.016					WESTBOUND	108.949			1 <sup>ST</sup> END TREATMENTS
MEDIAN		111.001				20.79 CY CONCRETE CLASS "A"	WESTBOUND	105.882			1 <sup>ST</sup> END TREATMENTS
MEDIAN		111.001				392 LBS NO. 5 REINFORCEMENT BAR	WESTBOUND	105.624			1 <sup>ST</sup> END TREATMENTS
EASTBOUND	END TREAT. TYPE 1	EXIT	113.000	RAMP			WESTBOUND	104.418			1 <sup>ST</sup> END TREATMENTS
WESTBOUND	END TREAT. TYPE 1	111.584	111.569		25.0	S-FACE, W-BEAM					
WESTBOUND	END TREAT. TYPE 1	110.681									
WESTBOUND	END TREAT. TYPE 1	108.954									
WESTBOUND	END TREAT. TYPE 1	105.887									
WESTBOUND	END TREAT. TYPE 1	105.629									
WESTBOUND	END TREAT. TYPE 1	104.423									

Guardrail Delivery Verification Sheet

CONTRACT ID \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

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

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

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

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

**SPECIFICATIONS REFERENCE**

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

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

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



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

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<b>SUBSECTION: REVISION:</b>	206.03.02 Embankment Replace the last paragraph with the following:  When rock roadbed is specified, construct the upper 2 feet of the embankment according to Subsection 204.03.09 A).
<b>SUBSECTION: REVISION:</b>	213.03.03 Inspection and Maintenance. Insert the following paragraph after the second paragraph:  When the Contractor is required to obtain the KPDES permit, it is their responsibility to ensure compliance with the inspection and maintenance requirements of the permit. The Engineer will perform verification inspections a minimum of once per month and within 7 days of a ½ inch or greater rainfall event. The Engineer will document these inspections using Form TC 63-61 A. The Engineer will provide copies of the inspection only when improvements to the BMP’s are required. Verification inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit. Initiate corrective action within 24 hours of any noted deficiency and complete the work within 5 days.
<b>SUBSECTION: PART: REVISION:</b>	213.03.05 Temporary Control Measures. F) Temporary Mulch. Replace the last sentence with the following:  Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.
<b>SUBSECTION: REVISION:</b>	303.05 PAYMENT. Replace the second paragraph of the section with the following:  The Department will make payment for Drainage Blanket-Type II (ATDB) according to the Lot Pay Adjustment Schedule for Specialty Mixtures in Section 402.
<b>SUBSECTION: PART: REVISION:</b>	401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control. Replace the first sentence with the following:  Stop mixing operations immediately if, at any time, a failure of the automatic electronic weighing system of the aggregate feed, asphalt binder feed, or water injection system control occurs.
<b>SUBSECTION: REVISION:</b>	401.02.04 Special Requirements for Dryer Drum Plants. Add the following:  Part G) <b>Water Injection System.</b> Provided each system has prior approval as specified in Subsection 402.01.01, the Department will allow the use of water injection systems for purposes of foaming the asphalt binder and lowering the mixture temperature for production of Warm Mix Asphalt (WMA). Ensure the equipment for water injection meets the following requirements: 1) Injection equipment computer controls are automatically coupled to the plants controls (manual operation is not permitted); 2) Injection equipment has variable controls that introduce water ratios based on production rates of mixtures; 3) Injects water into the flow of asphalt binder prior to contacting the aggregate; 4) Provides alarms on the water injection system that operate when the flow of water is interrupted or deviates from the prescribed water rate.
<b>SUBSECTION: REVISION:</b>	401.03.01 Preparation of Mixtures. Replace the last sentence of the second paragraph with the following:  Do not use asphalt binder while it is foaming in a storage tank.

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

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

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

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<b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b>	413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. JOINT DENSITY TABLE Replace the joint density table with the following: <table><tr><th colspan="3">DENSITY</th></tr><tr><th>Pay Value</th><th>Lane Density Test Result (%)</th><th>Joint Density Test Result (%)</th></tr><tr><td>1.05</td><td>95.0-96.5</td><td>92.0-96.0</td></tr><tr><td>1.00</td><td>93.0-94.9</td><td>90.0-91.9</td></tr><tr><td>0.95</td><td>92.0-92.9 or 96.6-97.0</td><td>89.0-89.9 or 96.1-96.5</td></tr><tr><td>0.90</td><td>91.0-91.9 or 97.1-97.5</td><td>88.0-88.9 or 96.6-97.0</td></tr><tr><td>0.75</td><td>----</td><td>&lt; 88.0 or &gt; 97.0</td></tr><tr><td>(1)</td><td>&lt; 91.0 or &gt; 97.5</td><td>----</td></tr></table>	DENSITY			Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	1.05	95.0-96.5	92.0-96.0	1.00	93.0-94.9	90.0-91.9	0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	0.75	----	< 88.0 or > 97.0	(1)	< 91.0 or > 97.5	----
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(1)	< 91.0 or > 97.5	----																							
<b>SUBSECTION:</b> <b>REVISION:</b>	501.05.02 Ride Quality. Add the following sentence to the end of the first paragraph:  The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.																								
<b>SUBSECTION:</b> <b>REVISION:</b>	505.03.04 Detectable Warnings. Replace the first sentence with the following:  Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.																								
<b>SUBSECTION:</b> <b>REVISION:</b>	505.04.04 Detectable Warnings. Replace the paragraph with the following:  The Department will measure the quantity in square feet. All retrofit applications for maintenance projects will require the removal of existing sidewalks to meet the requirements of the standard drawings applicable to the project. The cost associated with the removal of the existing sidewalk will be incidental to the detectable warnings bid item or incidental to the bid item for the construction of the concrete sidewalk unless otherwise noted.																								
<b>SUBSECTION:</b> <b>REVISION:</b>	505.05 PAYMENT. Add the following to the bid item table: <table><tr><td><u>Code</u></td><td><u>Pay Item</u></td><td><u>Pay Unit</u></td></tr><tr><td>23158ES505</td><td>Detectable Warnings</td><td>Square Foot</td></tr></table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23158ES505	Detectable Warnings	Square Foot																		
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23158ES505	Detectable Warnings	Square Foot																							
<b>SUBSECTION:</b> <b>REVISION:</b>	509.01 DESCRIPTION. Replace the second paragraph with the following:  The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)																								
<b>SUBSECTION:</b> <b>REVISION:</b>	601.03.02 Concrete Producer Responsibilities. Add the following to the first paragraph:  If a concrete plant becomes unqualified during a project and there are no other qualified plants in the region, the Department will provide qualified personnel to witness and ensure the producer follows the required specifications. The Department will assess the Contractor a \$100 per hour charge for this service.																								

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



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<b>SUBSECTION:</b> <b>REVISION:</b>	701.04.07 Testing. Replace and rename the subsection with the following:  <b>701.04.07 Pipeline Video Inspection.</b> The Department will measure the quantity in linear feet along the pipe invert of the structure inspected. When inspection above the specified 50 percent is performed due to a disagreement or suspicion of additional distresses and the Department is found in error, the Department will measure the quantity as Extra Work according to Subsection 104.03. However, if additional distresses or non-conformance is found, the Department will not measure the additional inspection for payment.												
<b>SUBSECTION:</b> <b>REVISION:</b>	701.05 PAYMENT. Add the following pay item to the list of pay items: <table><tr><td><u>Code</u></td><td><u>Pay Item</u></td><td><u>Pay Unit</u></td></tr><tr><td>23131ER701</td><td>Pipeline Video Inspection</td><td>Linear Foot</td></tr></table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23131ER701	Pipeline Video Inspection	Linear Foot						
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>											
23131ER701	Pipeline Video Inspection	Linear Foot											
<b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b>	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY CAMERA TESTING Replace this table with the following table and note: <table><tr><th colspan="2">PIPE DEFLECTION</th></tr><tr><td>Amount of Deflection (%)</td><td>Payment</td></tr><tr><td>0.0 to 5.0</td><td>100% of the Unit Bid Price</td></tr><tr><td>5.1 to 9.9</td><td>50% of the Unit Bid Price <sup>(1)</sup></td></tr><tr><td>10 or greater</td><td>Remove and Replace</td></tr></table> <sup>(1)</sup> Provide Structural Analysis as indicated above. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price.	PIPE DEFLECTION		Amount of Deflection (%)	Payment	0.0 to 5.0	100% of the Unit Bid Price	5.1 to 9.9	50% of the Unit Bid Price <sup>(1)</sup>	10 or greater	Remove and Replace		
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Amount of Deflection (%)	Payment												
0.0 to 5.0	100% of the Unit Bid Price												
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10 or greater	Remove and Replace												
<b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b>	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY MANDREL TESTING Delete this table.												
<b>SUBSECTION:</b> <b>REVISION:</b>	713.02.01 Paint. Replace with the following:  Conform to Section 842 and Section 846.												
<b>SUBSECTION:</b> <b>REVISION:</b>	713.03 CONSTRUCTION. Replace the first sentence of the second paragraph with the following:  On interstates and parkways, and other routes approved by the State Highway Engineer, install pavement striping that is 6 inches in width.												
<b>SUBSECTION:</b> <b>REVISION:</b>	713.03.03 Paint Application. Replace the second paragraph with the following table: <table><tr><th>Material</th><th>Paint Application Rate</th><th>Glass Beads Application Rate</th></tr><tr><td>4 inch waterborne paint</td><td>Min. of 16.5 gallons/mile</td><td>Min. of 6 pounds/gallon</td></tr><tr><td>6 inch waterborne paint</td><td>Min. of 24.8 gallons/mile</td><td>Min. of 6 pounds/gallon</td></tr><tr><td>6 inch durable waterborne paint</td><td>Min. of 36 gallons/mile</td><td>Min. of 6 pounds/gallon</td></tr></table>	Material	Paint Application Rate	Glass Beads Application Rate	4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon	6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon	6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon
Material	Paint Application Rate	Glass Beads Application Rate											
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<b>SUBSECTION: REVISION:</b>	713.03.04 Marking Removal. Replace the last sentence of the paragraph wit the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.									
<b>SUBSECTION: REVISION:</b>	713.05 PAYMENT. Insert the following codes and pay items below the Pavement Striping – Permanent Paint: <table><tr><td><u>Code</u></td><td><u>Pay Item</u></td><td><u>Pay Unit</u></td></tr><tr><td>23159EN</td><td>Durable Waterborne Marking – 6 IN W</td><td>Linear Foot</td></tr><tr><td>23160EN</td><td>Durable Waterborne Marking – 6 IN Y</td><td>Linear Foot</td></tr></table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot	23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>								
23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot								
23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot								
<b>SUBSECTION: REVISION:</b>	714.03 CONSTRUCTION. Insert the following paragraph at the end of the third paragraph:  Use Type I Tape for markings on bridge decks, JPC pavement and JPC intersections. Thermoplastic should only be used for markings on asphalt pavement									
<b>SUBSECTION: REVISION:</b>	714.03.07 Marking Removal. Replace the third sentence of the paragraph with the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.									
<b>SUBSECTION: REVISION:</b>	716.01 DESCRIPTION. Insert the following after the first sentence:  Energize lighting as soon as it is fully functional and ready for inspection. Ensure that lighting remains operational until the Division of Traffic Operations has provided written acceptance of the electrical work.									
<b>SUBSECTION: REVISION:</b>	716.02.01 Roadway Lighting Materials. Replace the third sentence of the paragraph with the following:  Submit for material approval an electronic file of descriptive literature, drawings, and any requested design data.									
<b>SECTION: REVISION:</b>	717 – THERMOPLASTIC INTERSECTION MARKINGS. Replace the section name with the following:  INTERSECTION MARKINGS.									
<b>SUBSECTION: REVISION:</b>	717.01 DESCRIPTION: Replace the paragraph with the following:  Furnish and install thermoplastic or Type I tape intersection markings (Stop Bars, Crosswalks, Turn Arrows, etc.) Thermoplastic markings may be installed by either a machine applied, screed extrusion process or by applying preformed thermoplastic intersection marking material.									
<b>SUBSECTION: REVISION:</b>	717.02 MATERIALS AND EQUIPMENT. Insert the following subsection:  717.02.06 Type I Tape. Conform to Section 836.									
<b>SUBSECTION: REVISION:</b>	717.03.03 Application. Insert the following part to the subsection:  B) Type I Tape Intersection Markings. Apply according to the manufacturer’s recommendations. Cut all tape at pavement joints when applied to concrete surfaces.									

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

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

SIZES OF COARSE AGGREGATES																	
	Sieve	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT															
Aggregate Size	Nominal <sup>(3)</sup> Maximum Aggregate Size	4 inch	3 1/2 inch	3 inch	2 1/2 inch	2 inch	1 1/2 inch	1 inch	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 100	No. 200
1	3 1/2 inch	100	90-100		25-60		0-15		0-5								
2	2 1/2 inch			100	90-100	35-70	0-15		0-5								
23	2 inch			100		40-90		0-15		0-5							
3	2 inch				100	90-100	35-70	0-15		0-5							
357	2 inch				100	95-100		35-70		10-30		0-5					
4	1 1/2 inch					100	90-100	20-55	0-15		0-5						
467	1 1/2 inch					100	95-100		35-70		10-30	0-5					
5	1 inch						100		20-55	0-10	0-5						
57	1 inch						100	90-100		25-60		0-10	0-5				
610	1 inch						100	85-100		40-75		15-40					
67	3/4 inch							100	90-100		20-55	0-10	0-5				
68	3/4 inch							100	90-100		30-65	5-25	0-10	0-5			
710	3/4 inch							100	80-100		30-75	0-30					
78	1/2 inch								100	90-100	40-75	5-25	0-10	0-5			
8	3/8 inch									100	85-100	10-30	0-10	0-5			
9-M	3/8 inch									100	75-100	0-25	0-5				
10 <sup>(2)</sup>	No. 4										100	85-100				10-30	
11 <sup>(2)</sup>	No. 4										100	40-90	10-40			0-5	
DENSE GRADED AGGREGATE <sup>(1)</sup>	3/4 inch							100	70-100		50-80	30-65			10-40		4-13
CRUSHED STONE BASE <sup>(1)</sup>	1 1/2 inch				100		90-100		60-95		30-70	15-55			5-20		0-8

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

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

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

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

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<b>SUBSECTION:</b> <b>REVISION:</b>	805.16 SAMPLING AND TESTING. Replace the “AASHTO T 160” method with the “KM 64-629” method for the Concrete Beam Expansion Test.  Replace the “ASTM D 3042” method with the “KM 64-625” method for Insoluble Residue.					
<b>SUBSECTION:</b> <b>REVISION:</b>	810.04.01 Coating Requirements. Replace the “Subsection 806.07” references with “Subsection 806.06”					
<b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b>	810.06.01 Polyvinyl Chloride (PVC) Pipe. B) Culvert and Entrance Pipe. Replace the title with the following:  B) Culvert Pipe, Storm Sewer, and Entrance Pipe.					
<b>SUBSECTION:</b> <b>REVISION:</b>	837.03 APPROVAL. Replace the last sentence with the following:  The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.					
<b>SUBSECTION:</b> <b>REVISION:</b>	837.03.01 Composition. COMPOSITION Table: Replace <table><tr><td>Lead Chromate</td><td>0.0 max.</td><td>4.0 min.</td></tr></table> with <table><tr><td>Heavy Metals Content</td><td>Comply with 40 CFR 261</td></tr></table>	Lead Chromate	0.0 max.	4.0 min.	Heavy Metals Content	Comply with 40 CFR 261
Lead Chromate	0.0 max.	4.0 min.				
Heavy Metals Content	Comply with 40 CFR 261					
<b>SECTION:</b> <b>REVISION:</b>	DIVISION 800 MATERIAL DETAILS Add the following section in Division 800  <b>SECTION 846 – DURABLE WATERBORNE PAINT</b>  <b>846.01 DESCRIPTION.</b> This section covers quick-drying durable waterborne pavement striping paint for permanent applications. The paint shall be ready-mixed, one-component, 100% acrylic waterborne striping paint suitable for application on such traffic-bearing surfaces as Portland cement concrete, bituminous cement concrete, asphalt, tar, and previously painted areas of these surfaces.  <b>846.02 Approval.</b> Select materials that conform to the composition requirements below. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content. Submit initial samples for approval before beginning striping operations. The initial sample may be sent from the manufacture of the paint. The Department will randomly sample and evaluate the paint each week that the striping operations are in progress.  The non-volatile portion of the vehicle shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.					

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

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

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

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

**SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS**

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

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer.

**2.0 MATERIALS.**

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

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

**2.2 Sign and Controls.** All signs must:

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

- 12) Provide a photocell control to provide automatic dimming.
- 13) Allow an on-off flashing sequence at an adjustable rate.
- 14) Provide a sight to aim the message.
- 15) Provide a LED display color of approximately 590 nm amber.
- 16) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

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

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

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

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

**2.4 Power.**

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.
- 2) Diesel Power Source. Ensure the following is provided for:
  - a) At least 24 spare bulbs available on the project for quick replacement of burned out bulbs.
  - b) Black light at both top and bottom of each line to illuminate discs for visibility at night or under adverse weather conditions, for flip disk signs.
  - c) Diesel generator and electric start assembly, including batteries and a fuel capacity adequate to provide at least 72 hours continuous operation without refueling.
  - d) Fuel gage.
  - e) Provide all other specific features, such as bulb size, protection from sun glare, and shock protection for electronics and bulbs, to the



satisfaction of the Engineer.

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

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

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

When the sign is not needed, move it outside the clear zone or where the Engineer directs.

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

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

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

January 1, 2008

STANDARD DRAWINGS THAT APPLY

CONCRETE MEDIAN BARRIER END FOR CRASH CUSHION TYPE IX.....	RBE-070-04
CRASH CUSHION TYPE IX.....	RBE-200-04
CRASH CUSHION TYPE IX-A.....	RBE-205-04
TYPICAL GUARDRAIL INSTALLATIONS.....	RBI-001-09
TYPICAL GUARDRAIL INSTALLATIONS.....	RBI-002-06
INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1 .....	RBI-004-03
CRASH CUSHION TYPE IX INSTALLATION AT MEDIAN PIERS (DEPRESSED MEDIAN) .....	RBI-007-08
CRASH CUSHION INSTALLATION AT MEDIAN PIERS (RAISED OR FLUSH MEDIAN) .....	RBI-009-03
STEEL BEAM GUARDRAIL (W-BEAM).....	RBR-001-11
GUARDRAIL COMPONENTS .....	RBR-005-10
GUARDRAIL TERMINAL SECTIONS.....	RBR-010-05
GUARDRAIL POSTS .....	RBR-015-04
GUARDRAIL POSTS .....	RBR-016-04
GUARDRAIL END TREATMENT TYPE 1 .....	RBR-020-03
MISCELLANEOUS STANDARDS PART 1 .....	RGX-001-05
NETTING .....	RRE-002-04
LANE CLOSURE MULTI-LANE HIGHWAY CASE I.....	TTC-115-01
LANE CLOSURE MULTI-LANE HIGHWAY CASE II .....	TTC-120-01
SHOULDER CLOSURE.....	TTC-135-01
POST SPLICING DETAIL .....	TTD-110-01
WORK ZONE SPEED LIMIT AND DOUBLE FINE SIGNS .....	TTD-120

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

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

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
- Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

- (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)
1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:
- "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The records kept by the contractor shall document the following:
  - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

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

**III. NONSEGREGATED FACILITIES**

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

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

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

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

**IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

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

**1. General:**

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

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

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

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

## **2. Classification:**

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

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

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

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

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

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

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

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

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

## **3. Payment of Fringe Benefits:**

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

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

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

### **a. Apprentices:**

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

**6. Withholding:**

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

**7. Overtime Requirements:**

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

**8. Violation:**

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

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

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



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

**V. STATEMENTS AND PAYROLLS**

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

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

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

**2. Payrolls and Payroll Records:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

## VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

- 1. Instructions for Certification - Primary Covered Transactions:**
- (Applicable to all Federal-aid contracts - 49 CFR 29)
- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

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

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**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.

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**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.

TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES

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



TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
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**CRAFTS:** (continued)

Boyd, Carter, Elliott and Rowan Counties:

Electricians:

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

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

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

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

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

Ironworkers:

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

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

TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
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**CRAFTS:** (continued)  
Jessamine, Larue, Madison, Marion, Meade, Mercer, Nelson, Oldham, Shelby, Spencer, Trimble, Washington & Woodford Counties:  
Ironworkers .....23.93.....16.74

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

Ironworkers:  
Up to and including 30- mile radius of Hamilton County, Ohio Courthouse.....25.65.....16.00  
Beyond 30- mile radius of Hamilton County, Ohio Courthouse .....25.90.....16.00  
Clark (Eastern third, including Townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); Fleming (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); Mason (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); Nicholas (Eastern eighth, including the Township of Moorefield Sprout); Bath, Boyd, Carter, Elliott, Greenup, Lewis, Montgomery & Rowan Counties:

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

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

TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
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PROJECT WAGE RATES

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
<b>CRAFTS:</b> (continued)	
Anderson, Breckinridge, Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties:	
Painters:	
Brush & Roller .....	18.22 .....9.37
Spray, Sand Blast, Power Tools, Water Blast & Steam Cleaning .....	18.97 .....9.37
Bracken, Gallatin, Grant, Mason, and Owen Counties:	
Painters:	
(Heavy and Highway Bridges- Guardrails–Lightpoles-Striping):	
Bridge/Equipment Tender and Containment Builder .....	20.49 .....6.83
Brush and Roller .....	23.10 .....6.83
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement .....	
24.10 .....	6.83
Sand Blasting & Water Blasting .....	23.85 .....6.83
Spray .....	23.60 .....6.83
Bath, Bourbon, Boyle, Clark, Fayette, Fleming, Franklin, Harrison, Jessamine, Madison, Mercer, Montgomery, Nicholas, Robertson, Scott and Woodford Counties	
Painters:	
Brush & Roller .....	21.30 .....5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement .....	
22.30 .....	5.90
Sandblasting & Waterblasting .....	22.05 .....5.90
Spray .....	21.80 .....5.90
Bridge/Equipment Tender and/or Containment Builder .....	18.90 .....5.90
Boyd, Carter, Elliott, Greenup, Lewis and Rowan Counties	
Painters:	
Bridges .....	27.83 .....10.00
All Other Work .....	24.83 .....10.00

TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
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PROJECT WAGE RATES

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
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**CRAFTS:** (continued)

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

Plumber .....	30.00 .....	12.67
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Boyd, Carter, Elliott, Greenup, Lewis and Rowan Counties:

Plumbers and Steamfitters .....	29.20 .....	14.29
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Bracken, Carroll (Eastern Half), Gallatin, Grant, Mason, Owen and Robertson Counties:

Pipefitters and Plumbers .....	28.39 .....	14.30
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**LABORERS:**

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

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

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

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

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

TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES

**LABORERS:** (continued)

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

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

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

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

**LABORERS:**

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

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

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

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

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

TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES

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

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

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

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

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

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

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

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

TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES

**LABORERS:** (continued)  
GROUP 3 - Asphalt Lute-man and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (Free Air) and Water Blaster.

BASE RATE .....20.76  
FRINGE BENEFITS .....8.95

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

BASE RATE .....21.36  
FRINGE BENEFITS .....8.95

**TRUCK DRIVER CLASSIFICATIONS: TEAMSTERS** **BASE RATE**

GROUP 1 - Mobile Batch Truck Tender ..... 16.57

GROUP 2 - Greaser, Tire Changer and Mechanic Tender ..... 16.68

GROUP 3 - Single Axle Dump, Flatbed, Semi-trailer or Pole Trailer when used to pull building materials and equipment, Tandem Axle Dump, Distributor, Mixer and Truck Mechanic ..... 16.86

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 and Pavement Breaker .....16.96

FRINGE BENEFITS .....7.34

**OPERATING ENGINEERS:**

A-Frame Winch Truck, Auto Patrol, Backfiller, Batch-er Plant, Bituminous Paver, Bituminous Transfer Machine, Boom Cat, Bulldozer, Mechanic, Cableway, Carry-All Scoop, Carry Deck Crane, Central Compressor Plant, Clamshell, Concrete Mixer (21 Cu. Ft. or Over), Concrete Paver, Truck-Mounted Concrete Pump, Core Drill, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Elevating Grader and 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,

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**OPERATING ENGINEERS:** (continued)

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

<b>BASE RATE</b> .....	23.60
<b>FRINGE BENEFITS</b> .....	12.40

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

<b>BASE RATE</b> .....	21.18
<b>FRINGE BENEFITS</b> .....	12.40

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

<b>BASE RATE</b> .....	21.56
<b>FRINGE BENEFITS</b> .....	12.40

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

<b>BASE RATE</b> .....	20.92
<b>FRINGE BENEFITS</b> .....	12.40

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



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

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

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

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

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

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

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

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

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

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

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**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

**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:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
10.8%	6.9%

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

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

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

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

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

**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:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
7.0%	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 Montgomery County.

## **PART IV**

## **INSURANCE**

## INSURANCE

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

1. Contractor's Public Liability Insurance not less than \$100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than \$300,000.00 for damages arising out of bodily injuries to or death to two or more persons.
2. Contractor's Property Damages Liability Insurance. Not less than \$100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000.00 for all damages during the policy period.
3. Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
4. The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
  - a. "policy contains no deductible clauses."
  - b. "policy contains \_\_\_\_\_ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
5. WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

**PART V**

**BID ITEMS**

CONTRACT ID: 092000  
COUNTY: MONTGOMERY, CLARK  
PROPOSAL: NH 64-5(066)

PAGE: 1  
LETTING: 05/22/09  
CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	00001	DGA BASE	300.000 TON		
0020	02351	GUARDRAIL-STEEL W BEAM-S FACE	63.000 LF		
0030	02352	GUARDRAIL-STEEL W BEAM-D FACE	325.000 LF		
0040	02360	GUARDRAIL TERMINAL SECTION NO 1	2.000 EACH		
0050	02365	CRASH CUSHION TYPE IX-A	2.000 EACH		
0060	02367	GUARDRAIL END TREATMENT TYPE 1	11.000 EACH		
0070	02381	REMOVE GUARDRAIL	3,738.000 LF		
0080	02396	REMOVE GUARDRAIL END TREATMENT	21.000 EACH		
0090	02562	SIGNS	1,000.000 SQFT		
0100	02650	MAINTAIN & CONTROL TRAFFIC	( 1.00) LS		
0110	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EACH		
0120	02775	ARROW PANEL	2.000 EACH		
0130	02929	CRASH CUSHION TYPE IX	8.000 EACH		
0140	08100	CONCRETE-CLASS A	89.000 CUYD		
0150	08150	STEEL REINFORCEMENT	1,568.000 LB		
SECTION 0002 DEMOBILIZATION					
0160	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			