



**CALL NO. 107**

**CONTRACT ID. 071220**

**MCCRACKEN COUNTY**

**FED/STATE PROJECT NUMBER HSIP 7634 (004)**

**LETTING DATE: May 25, 2007**

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 25, 2007. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

**ROAD AND/OR BRIDGE PLANS**

**DBE CERTIFICATION REQUIRED**

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

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

**BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL**

DBE General Plan Included

BID

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

SPECIMEN

\_\_\_\_\_

Address

City

State

Zip

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

CONTRACT ID - 071220

ADMINISTRATIVE DISTRICT - 01

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - MCCRACKEN  
HSIP 7634 (004)

PCN - DE07301310720

REIDLAND PARK ROAD (KY 131) REALIGN INTERSECTION AND CONSTRUCT LEFT TURN LANES AT THE INTERSECTION OF KY 131/KY 284, A DISTANCE OF 0.32 MILES. ASPHALT SURFACE WITH GRADE & DRAIN. SYP NO. 01-00980.00.

GEOGRAPHIC COORDINATES LATITUDE 37^01'00" LONGITUDE 88^31'00"

COMPLETION DATE(S) AND LIQUIDATED DAMAGES ESTABLISHED:

160 WORKING DAYS

APPLIES TO ENTIRE CONTRACT

SEE STANDARD SPECIFICATIONS FOR LIQUIDATED DAMAGES

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

All addenda to this proposal must be incorporated into the proposal when the bid is submitted to the Kentucky Department of Highways. Failure to use the correct and most recent bid sheet(s) may result in the bid being rejected.

### **BID SUBMITTAL**

Bidder must use the Department's Highway Bid 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 items created from the web site to prepare a bid proposal for submission to the Department. The bidder must insert the completed bid item sheets printed from the Program into the bidder's proposal and submit 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.

### **CONTRACT DBE GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 2 % 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.

### **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 2004 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.

### **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 on the last page of this proposal. 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.

3/25/2002

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

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) \_\_\_\_\_ Subcontractor \_\_\_\_\_ Manufacturer \_\_\_\_\_ Engineering \_\_\_\_\_ Other \_\_\_\_\_  
 Supplier \_\_\_\_\_

Itemized work to be performed by DBE Company:

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

\*\* 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

Prime Contractor's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 DBE Participant Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

### **ASPHALT MIXTURE**

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

### **INCIDENTAL SURFACING**

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

### **FUEL AND ASPHALT PAY ADJUSTMENT**

These contract items Lot Pay Adjustment, Asphalt Adjustment and Fuel Adjustment, are for possible future payments. Additional monies may need to be setup with an additional change order if existing contract amount is insufficient to pay all items on the contract. Unit price is \$1.00. Quantity will be actual adjustment after work is completed.

### **OPTION B**

The Contractor is advised that the compaction of asphalt mixtures furnished to this project will be accepted by OPTION B in accordance with Section 402 and Section 403 of the *2004 Standard Specification*.

## **Special Note for Contaminated Soil**

**McCracken County  
KY 131  
Item No. 1-980.00  
Contract ID 071220**

If any soils are encountered during the construction that are suspected to be petroleum contaminated, the Contractor shall cease work and contact Chris Cummins with KYTC Division of Environmental Analysis at (502)564-7250. KYTC DEA will be responsible for any work necessary to remove contaminated material. The Contractor shall not be charged any working days while any potentially contaminated areas are being investigated or mitigated.

April 26, 2007



### **SPECIAL NOTE FOR PROJECT IDENTIFICATION SIGNS**

When directed by the Engineer, install Project Identification Signs furnished by the Department at each end of the project. The signs furnished by the Department will be approximately 44" X 72" or 72" X 120" aluminum sign blanks with standard color reflective sheeting with the applicable county and project names affixed. The Engineer will determine the size and location of the signs, if any, to be used on the project(s) at the time of construction.

Pick up the signs to be furnished by the Department at the District Traffic Operations Facility. Furnish posts and hardware for mounting the signs. Install the signs at locations determined by the Engineer. Maintain the signs during the duration of the project. Upon completion of the work, remove the signs and return them to District Traffic Operations Facility. Retain possession of the posts and hardware.

The Department will measure installation of the Project Identification Signs in individual units, Each. Payment at the contract unit price Each shall be full compensation for all labor, materials, equipment, and incidentals required for picking up, installing, maintaining, and returning the project identification signs furnished by the Department.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
20588NC	Install Project Identification Signs	Each

## **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.

## Right-of-Way Certification Form

**Federal Funded**

**State Funded**

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Mega projects. This form shall also be submitted to FHWA for **all** federal-aid projects that fall under conditions No. 2 & 3 outlined elsewhere in this form. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: April 18, 2007

Project #: FD52 C073 7357201R

County: MCCRACKEN

Item #: 01-980.01

Federal #: STPS 7634 (1)

Letting Date: May 25, 2007

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

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

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

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

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

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

**Note:** The KYTC shall re-submit a right-of-way certification form for this project prior to the start of construction, verifying that fair market value for all parcels has been paid or deposited with the court.

## Right-of-Way Certification Form



3. The acquisition or right of occupancy and use of a **few** remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with physical construction even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels at the start of construction. KYTC will fully meet all the requirements outlined in 23 CFR 309(c) (3) and 49 CFR 102(j) and will expedite completion of all acquisitions, relocations, and full payments after construction starts. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA consideration and approval. (See note.)

**Note: The KYTC may request authorization on this basis only in unique and unusual circumstances.** Proceeding to construction of projects on this basis shall be the exception and never become the rule. In all FHWA-approved cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees promptly 30 days after start of construction.

**Reason for late submission:**

\*This certification is the same as 1-980.00. Due to funding limitations on HES projects, this project cost required an additional accounting thread be created to fund the project.

Approved: Greg L. Morgan April 18, 2007 District ROW Supervisor  
Printed Name Approved

Approved: Elsworth Turner 04-18-07 Director of ROW & Utilities or Designee  
Printed Name Approved

Approved: Olivia Michael 04-18-07 FHWA, Right-of-Way Officer  
Printed Name Approved

## Right-of-Way Certification Form

Date: April 18, 2007

Project #: FD52 C073 7357201R County: MCCRACKEN  
 Item #: 01-980.01 Federal #: STPS 7634 (1)  
 Letting Date: May 25, 2007

This project has 29 total number of parcels to be acquired, and 0 total number of individual or families to be relocated, as well as 0 total number of businesses to be relocated.

- 29 Parcels were acquired by a signed fee simple deed and fair market value has been paid
- Parcels have been acquired through condemnation and IOJ granted by the court and fair market value has been deposited with the court
- Parcels have not been acquired at this time (*explain below for each parcel*)
- Parcels have been acquired but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)(**used on Type 3 only**)
- Some displacees have not been relocated from all parcels: (*explain below for each parcel*)(**notes to plans may be required**)

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

There are No billboards and/or No cemeteries involved on this project.  
 There are No water or monitoring wells on parcels \_\_\_\_\_ and \_\_\_\_\_. All have been acquired and are the responsibility of the project contractor to close/cap.

**SPECIAL NOTES FOR UTILITY CLEARANCE  
IMPACT ON CONSTRUCTION  
McCRACKEN COUNTY, STPS 7634 (003)  
FD52 073 73572  
KY 131/KY 284 IN REIDLAND  
ITEM NO. 1-980.00**

The following utility companies have facilities that will be relocated as advised below.

**Paducah Power System**-has aerial electrical facilities located on wood structures throughout the project limits that are not relocated. These facilities currently conflict with the construction of this project and are not to be disturbed in any way by the contractor's operations. It is anticipated these facilities will be relocated to not conflict with the construction of this project by July 15, 2007.

**Comcast Cablevision**-has aerial Cable TV facilities located on wood structures throughout the project limits that are not relocated. These facilities currently conflict with the construction of this project and are not to be disturbed in any way by the contractor's operations. It is anticipated these facilities will be relocated to not conflict with the construction of this project by July 15, 2007.

**Paducah Water**-has water main facilities and service lines running along the left side of KY 284 from the beginning of project to the intersection with KY 131 and also along the right side of KY 131 from beginning of project to end of project. These facilities are not relocated and currently conflict with the construction of this project and are not to be disturbed in any way by the contractor's operations. It is anticipated these facilities will be relocated to not conflict with the construction of this project by July 15, 2007.

**BellSouth Telecommunications**-has underground telephone cables located within a concrete encasement on the left side of KY 131 from beginning of project to end of project. These cables are shown on the roadway plans and do not appear to directly conflict with the construction of this project. These facilities will not be relocated and are not to be disturbed in any way by the contractor's operations.

**SPECIAL NOTES FOR UTILITY CLEARANCE  
IMPACT ON CONSTRUCTION  
McCRACKEN COUNTY, STPS 7634 (003)  
FD52 073 73572  
KY 131/KY 284 IN REIDLAND  
ITEM NO. 1-980.00  
(2)**

**BellSouth Telecommunications**-also has other aerial and underground telephone cables located throughout the project limits that are not relocated. These facilities currently conflict with the construction of this project and are not to be disturbed in any way by the contractor's operations. It is anticipated these facilities will be relocated to not conflict with the construction of this project by June 15, 2007.

**Atmos Energy Corporation**-has underground gas mains and service lines running along the left side of KY 131 from beginning of project to end of project and also on the right side of KY 284 from beginning of project to end of project. These facilities are not relocated and currently conflict with the construction of this project and are not to be disturbed in any way by the contractor's operations. It is anticipated these facilities will be relocated to not conflict with the construction of this project by July 15, 2007.

**Paducah-McCracken Joint Sewer Association**-the contractor will relocate and abandon the existing sewer lines on this project per the plans and the Paducah-McCracken JSA specifications that are included in the project bid proposal. **Paducah-McCracken Joint Sewer Association must be notified at all times when the contractor is performing sewer line work.**

**SPECIAL NOTE FOR UTILITY CLEARANCE  
IMPACT ON CONSTRUCTION  
McCRACKEN COUNTY, STPS 7634 (003)  
FD52 073 73572  
KY 131/KY 284 IN REIDLAND  
ITEM NO. 1-980.00  
(3)**

**PROTECTION OF UTILITIES**

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 utilities before excavating by calling the various utility owners and by examining any supplemental information supplied by the Cabinet. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility. The cost for repair and any other associated costs for any damage to utilities caused by the roadway contractor's operations shall be borne by the roadway contractor.

The Contractor is advised to contact 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 Clerk Court to determine what utility companies have facilities in the project area.





## **TECHNICAL SPECIFICATIONS**

# **KY 131/KY 284 & Reidland Park Road SANITARY SEWER RELOCATION**

**December 2006**



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## TECHNICAL SPECIFICATIONS

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## **SECTION 02000** **EARTHWORK**

### **1.01 SCOPE**

The contractor shall furnish all labor, materials, equipment, tools, transportation, services and incidental items necessary to perform the work, all in accordance with the drawings and various sections of these specifications.

### **1.02 CLEARING AND GRUBBING**

Obtain the permission of the private property owner prior to entering areas outside of easements and right of ways. A Right of Entry Agreement Form may be obtained at the Paducah-McCracken Joint Sewer Agency's office.

Remove small trees, weeds, grass, logs, stumps and other obstructions along the proposed alignment and within the designated easement or right of way of the proposed installation as directed by the Owner and as necessary for the proper performance of the required construction work. Removal of trees with a trunk diameter of six (6) inches or greater, shrubbery, fences, poles, surface structures, livestock or ornamental fencelines and other personal property improvements will require the approval of the Owner prior to removal. Materials removed during clearing and grubbing operations shall be disposed of in a manner satisfactory to the Owner.

### **1.03 PROTECTION OF PROPERTY AND SURFACE STRUCTURES**

Protect trees, shrubbery, fences, poles, surface structures, livestock or ornamental fencelines and personal property improvements from damage unless their removal is shown on the Drawings or is authorized by the Owner. Restore to original condition and/or replace in-kind damaged structures and other personal property improvements following the completion of work at no extra cost to the Owner.

### **1.04 EXCAVATION-GENERAL**

Excavate to the depth and width required for the proper execution of the work involved. Excavation will be open cut unless otherwise indicated. Short sections may be drilled or tunneled if, in the opinion of the Owner, the pipe can be safely and properly installed and backfilled. Store topsoil removed from the excavation limits in a manner approved by the Owner for use in restoration of the work area.

### **1.05 EXCAVATION-CLASSIFICATION**

All excavation shall be unclassified. Excavation shall proceed through all material of any nature encountered regardless of the type, character or composition thereof to the required depth.

Any reference to rock, earth, or any other material on the plans whether in number, words, letters or lines is for information only and is not to be taken as an indication of classified excavation or the quantity of either rock, earth or any other material involved.

Excavation may be performed by any recognized method of safe practice to complete the job in the most expeditious manner, however, the Contractor shall satisfy himself as to the type of soil to be encountered.

Unauthorized excavation shall be backfilled at the Contractors expense with compacted earth, gravel, or other material as approved and directed by the Owner. Any unsuitable material encountered shall be disposed of in an approved manner.

### **1.06 TRENCH EXCAVATION**

**GENERAL** - Excavate trenches to sufficient depth and width at the indicated grade to meet the requirements of the approved plans.

**MAINTENANCE OF SYSTEMS** - Conduct trenching operations in a manner which will not interfere with the proper operation of roadways, sewers, drainage, utilities etc. Avoid damaging roadways, sewers, drainage structures, utilities and other infrastructure facilities. Roadways, sewers, drainage structures, utilities and

other infrastructure facilities damaged as a result of construction shall be restored as soon as possible to a condition equal to or better than the original condition at no added expense to the Owner. Provide suitable bridges and flagmen where required to maintain traffic over open trenches.

**OBSTRUCTIONS** - Where obstructions not shown on the plans are encountered during the progress of the work, and interferes to such an extent that an alteration in the plans is required, the Owner shall have the authority to change the plans and order deviations from the line and grade, or to arrange with the owners of the structures for the removal, relocation or reconstruction of the obstructions.

**LENGTH** - Do not extend trench excavation more than one-hundred (100) feet ahead of the pipe installation work, except in those areas which require a trench to drain saturated soils.

**EXCAVATED MATERIAL** - Excavated materials to be used as backfill shall be stored and retained in a neat pile at least 2 feet or more from the edge of the trench excavation. Remove surplus material or material deemed unacceptable for backfill from the area within 24 hours of excavation. Remove surplus excavated material not required for backfill operations from paved roads and streets immediately following placement of backfill. Store excavated topsoil separately for use in restoration of disturbed areas following completion of construction.

**MAXIMUM LENGTH OF OPEN TRENCH:** The maximum length of open trenches allowed including sections partially backfilled is 200 feet.

**PROTECTION** - Comply with OSHA Construction Standards Subpart P Sections 1926.650-1926.653 when performing trench excavation. Slope, shore, sheet or otherwise support trench walls to prevent caving and to protect existing roadways, utilities, and/or structures.

**DEWATERING** - Keep trenches and other excavations dewatered throughout the progression of construction. Direct discharge from dewatering equipment into adjacent ditches, storm drains, or other natural drainage ways.

**PIPE BEARING SURFACE** - Excavate trench of sufficient width conforming to typical details included in the approved plans to the required depth regardless of the material encountered. For gravity sewers, excavate trench a minimum of 5 inches below grade. Undercut and provide a minimum 6 inch compacted earth cushion to support sewer force mains when rock is encountered at the required trench grade. Undercut unstable trench areas incapable of providing a sufficient foundation for the pipe as approved and/or directed by the Owner. Backfill unstable undercut areas to subgrade with standard bedding material or other approved select fill. Granular bedding material shall be size 9m crushed limestone in accordance with the Kentucky Department of Highways "Standard Specifications for Road and Bridge Construction, Section 612" or approved equal.

## **1.07 STRUCTURAL EXCAVATION**

**GENERAL** - Excavate to elevations and dimensions indicated on approved plans as necessary to provide space for construction operation and inspection. Fill unauthorized excess cuts at no extra cost to the Owner with an approved material as directed by the Agency.

**PROTECTION** - Comply with OSHA Construction Standards Subpart P Sections 1926.650-1926.653 for shoring and sloping walls of excavations. The design of shoring systems shall be provided by the Contractor at no extra expense to the Owner.

**SUBGRADE** - Delay excavation of the final 6 inches of soil above the required subgrade elevation until just prior to the placement of the base material. Upon removal of soil to subgrade elevation, utilize hand tools to trim the excavation to final grade leaving a solid base to receive base material. Compact and consolidate any loose soil remaining at the bottom of the excavation. The bottom of the excavation shall be free of mud and muck and shall be stable enough to remain firm and intact under the feet of workmen before deposition of the

base material. If suitable bearing is not encountered at the depth indicated on the Drawings, the Contractor should immediately notify the Owner and secure written instructions prior to proceeding.

DEWATERING - Keep excavations free from water. Discharge accumulated water into ditches, storm drains or other natural drainage ways.

WASTE - Dispose excess or unsuitable material at an Owner approved off-site location.

#### **1.08 BLASTING**

In general, blasting will not be allowed on the project.

#### **1.09 BACKFILL**

INITIAL BACKFILL - Required for backfilling pipe trenches within unimproved surfaces. Place initial backfill in two layers to a point at least 12 inches above the top of embedded pipe utilizing hand methods or approved mechanical methods. Initial backfill material shall contain sufficient fine materials and shall be free of organic matter, refuse, ashes, cinders, frozen material, rock, large stones, boulders, and other unsuitable substances. Initial backfill shall be placed in a manner, which will not disturb the embedded pipe. Initial backfill will be 80 psi flowable fill within improved surfaces, unless directed differently by the Owner.

FINAL BACKFILL - Place final backfill following the placement of initial backfill. Final backfill material shall contain sufficient fines necessary to provide a dense mass, free of voids and capable of the specified compaction. Stones larger than 6 inches in any dimension shall not be placed within 3 feet of the top of the pipe. Large stones may be placed in the remainder of the backfill if approved by the Owner and if well separated and so arranged that no backfill settlement will result. Masses of stiff clay or other consolidated material greater than one cubic foot in volume shall not be allowed to fall more than 5 feet into the trench unless the pipe is cushioned by a minimum 3 feet of cover. Other special backfill requirements are as follows:

GRASS AREA - Provide excess backfill to compensate for anticipated settlement. Place backfill in a neat rounded manner covering the limits of the trench.

RIGHT-OF-WAY - Compact backfill in maximum 6 inch layers within right-of-way and at other locations indicated on the drawings to at least 85% maximum dry density.

IMPROVED SURFACES - Place select backfill conforming to the material requirements included in Section 2.10 of these specifications. Compact select backfill in maximum 6 inch lifts to a minimum density of 95 % standard proctor density at + 2% of optimum moisture content as determined by ASTM D698. Obtain the services of a qualified soil-testing laboratory to provide the necessary lab and field testing to prove compliance with the requirements specified herein. Provide one standard proctor moisture-density curve complying with ASTM D 698 for each class of select fill material. Perform field density tests utilizing a nuclear density meter or other authorized equipment/procedure as directed by the Owner. A minimum of one test at a location determined by the Owner will be required for each improved surface crossing. Additional field density tests shall be performed as directed by the Owner.

EXTRA OR EXCESS BACKFILL MATERIAL - Maintain trench and excavated areas which have settled or have been excessively backfilled throughout construction for a period of one year following the substantial completion date at no additional cost to the Owner. Provide additional suitable material as required to fill up depressions caused by settlement. Refill trenches as often as necessary to bring them back to original grade. Maintain roadway and driveway trenches in a manner that is acceptable for the proper maintenance of traffic. Remove from the construction site any excess material remaining following backfilling operations due to the installation of the pipe and bedding or the use of select or other backfill materials.

#### **1.10 STRUCTURAL FILL**

SOIL - Provide inorganic soils free from wood, garbage, cinders and other miscellaneous debris from an

Owner approved source for use where shown on the drawings and/or as required by the Owner. Place in even horizontal layers not exceeding eight inches (8") in depth at + 2% of optimum moisture content as determined by ASTM D698. Compact each lift to a density of at least 95% of the maximum dry density as determined by ASTM D698.

D.G.A. - Provide crushed limestone meeting the gradation requirements corresponding to DGA as specified in Section 805 of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction for use where shown on the drawings and/or as required by the Owner. Place DGA horizontal layers not exceeding six inches (6") in depth and compacted with a vibratory roller or other approved compaction equipment to a density equivalent to 84% solid volume. The solid volume density shall be determined by the materials bulk specific gravity weight (ASTM C127).

FLOWABLE FILL - Place flowable fill concrete at locations specified on the Drawings. The design compressive strength shall be 80 psi at 28 days. The design mix shall consist of an Agency approved proportion of Type 1 Portland Cement (ASTM C-150), Fly Ash (ASTM C-618-85), Sand (ASTM C-33), Air Entrainment Admixture (ASTM C-260) and water.

TESTING - Obtain the services of a qualified soil-testing laboratory to provide the necessary lab and field testing to prove compliance with the requirements specified herein. Provide one standard proctor moisture-density curve complying with ASTM D698 for each class of select fill material. Provide the bulk specific gravity of DGA material utilizing test method ASTM C127. Perform field density tests utilizing a nuclear density meter or other authorized procedure as directed by the Owner. Provide a minimum of two (2) tests for each alternating lift of fill material at representative locations chosen by the Owner.

**1.11 FINAL GRADING**

Grade areas disturbed by construction to the elevations shown on the drawings or as necessary to match the grade of the adjacent area and to maintain drainage without any ridges or depressions. Remove all wood, clods, rocks and other debris that would interfere with surface restoration activities.

**1.12 CLEANING UP**

Remove surplus pipeline material, equipment, tools, forms, temporary structures from staging and work areas. Remove excess earth, stones, rubble, etc. from the work area and dispose in a manner complying with pertinent governmental laws and regulations. Dispose of rubbish, lumber, trash, etc. in an approved landfill facility.

**1.13 MAINTENANCE OF SURFACES**

Maintain the surfaces of unpaved trenches, roadways, drainage channels/pipes/structures, adjacent curb and gutters, sidewalks, shrubbery, fences and other disturbed surfaces and Owner for a period of one (1) year following the certification of project completion by the Owner. Perform maintenance work at intervals required by the Engineer to maintain compliance with the requirements set forth herein and pertinent governmental rules and regulations.

**END OF SECTION**

## **SECTION 02001** **GENERAL**

### **1.01 SCOPE**

The Contractor shall furnish all labor, materials, equipment, tools, transportation, services and incidental items necessary to perform the work, all in accordance with the drawings and various sections of these specifications.

### **1.02 PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES**

The Contractor shall, at their own expense, procure all permits, certificates and licenses required of them by law for the execution of their work. They shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work. In case of difference between building codes, specifications, state laws, local standards and ordinance, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern.

### **1.03 CLEANING UP**

The Contractor shall, at all times, keep the construction area, including storage areas used by them, free from accumulations of waste material or rubbish and, prior to completion of the work, remove any rubbish from and about the premises, and remove all tools, equipment, and materials, not the property of the Owner. Upon completion, and prior to final payment, the Contractor shall leave the premises in a neat, clean, and workmanlike condition satisfactory to the Owner and Engineer. All property, both public and private, which has been damaged in the prosecution of the work, shall be restored in an acceptable manner prior to final payment to the Contractor.

### **1.04 ENGINEER'S DECISIONS**

All claims of the Owner or the Contractor shall be presented to the Engineer for a decision which will be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, which will be subject to arbitration.

### **1.05 PRIVATE PROPERTY**

The Contractor shall not enter upon private property outside of easements for any purpose without obtaining permission, and they shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street, right-of-way, easement and/or site, and shall use every precaution necessary to prevent damage or injury thereto. They shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

### **1.06 PRECONSTRUCTION CONFERENCE**

Prior to issuance of the Notice to Proceed, a preconstruction conference will be held with representatives of the Contractor, Owner, and Engineer in attendance. Discussion will center around each party's responsibility towards the other, the Contractor's plans for prosecution of the work and subcontracting.

### **1.07 TRAFFIC SIGNS**

The Contractor shall comply with the Kentucky Department of Highway's Standards and Procedures, at all times. No work will be allowed on public right-of-way until the proper warning and construction signs have been erected.

### **1.08 PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

**1.09 DAMAGE TO EXISTING FACILITIES, PROPERTY, ETC.**

- A. The Contractor shall avoid damage as a result of their operations to existing sidewalks, street, pavement, utilities, adjoining property, the work of other Contractors and the property of the Owner and others, and shall, at their own expense, completely repair any damage thereto caused by operations.
  
- B. Location of Utilities  
It shall be the Contractor's responsibility to familiarize themselves with the location of all utilities or other obstruction within the specified limits of their construction, and to accurately determine the location of such utilities or obstruction, in order that they may prevent all damage thereto.
  
- C. Claims for Extra Cost  
Omission of specific location of utilities or obstruction on drawings provided will not constitute basis of claims for extra cost for damage to said utilities, or to any other property or equipment, nor shall this relieve the Contractor of their responsibility to repair all such damage at their own expense.

**END OF SECTION**



## **SECTION 03000** **GRAVITY SEWER SYSTEM**

### **3.01 SCOPE**

This specification applies to all labor, materials, equipment, and services necessary for the construction of gravity sewers, and appurtenances as shown on the drawings in compliance with the requirements more fully described hereinafter.

### **3.02 REFERENCES**

Unless otherwise noted, reference is made to the latest version of the documents listed below:

1. ASTM D3034, Standard Specifications for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
2. ASTM D1784, Standard Specifications for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
3. ASTM F949, Standard Specifications for Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
4. ASTM D2122, Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
5. ASTM D2412, Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
6. ASTM C478, Standard Specifications for Precast Reinforced Concrete Manhole Sections
7. Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, 2000 Edition
8. ASTM A615, Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
9. ASTM A139, Standard Specifications for Electric-Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over)
10. ASTM D4479, Standard Specification for Asphalt Roof Coatings-Asbestos Free
11. ASTM D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
12. ASTM C1244, Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (vacuum) Test Prior to Backfill

### **3.03 SUBMITTALS**

Submit **five (5) copies** of shop drawings, specifications, lists of material, material data sheets or other documentation as necessary to illustrate compliance with the requirements specified herein.

### **3.04 HANDLING AND STORAGE**

Store and handle materials in accordance with approved manufacturer standards. Prevent dirt, mud and other foreign material from coming into contact with materials during handling and storage.

### 3.05 GRAVITY SEWER SYSTEM MATERIALS

#### A. PLASTIC PIPE AND FITTINGS

1. Pipe – 8" & smaller: Plastic gravity sewer pipe and fittings shall be type PSM Polyvinyl Chloride (PVC) sewer pipe complying with the requirements of ASTM D3034 for PVC pipe and fittings with a minimum standard dimension ratio (SDR) of 35 unless otherwise specified. The PVC compound used in the manufacture of pipe and fittings shall meet or exceed the requirements for classes 12454-B or 12454-C as defined by ASTM D1784.
2. Pipe – 10" & larger: Gravity sewer pipe shall be Polyvinyl Chloride (PVC) sewer pipe that meets or exceeds the requirements of ASTM D1784 for a minimum cell classification of 12454B or 12454C. The pipe shall be manufactured in accordance with ASTM F949 with a pipe stiffness of 50 psi as tested in accordance with ASTM D2412. Pipe dimensions shall meet the requirements of ASTM F949 when measured in accordance with ASTM D2122.
3. Joints: Provide bell and spigot type joints conforming to ASTM D3212. Gaskets shall conform to the requirements of ASTM F477. All bells shall be formed integrally with the pipe and shall contain a factory installed elastomeric gasket that is positively retained. No solvent cement joints will be permitted in field construction except as specifically authorized by the Agency.
4. Fittings: Provide push-on joint fittings compatible with the supplied pipe and conforming to ASTM D3034.

#### B. PRECAST CONCRETE MANHOLES

Provide precast bituminous-coated concrete manholes and associated materials of the size indicated on the approved drawings and meeting the following requirements:

1. Manholes: Provide precast bituminous coated reinforced concrete manholes and related appurtenances conforming to ASTM C478. Manhole joints and the joint between the casting and manhole shall be sealed with "E-Z Stik" plastic gaskets or approved equal. Each gasket shall provide a watertight seal.
2. Inverts: Manhole inverts shall be paved as shown on the Drawings with portland cement concrete upon delivery to the site. Provisions shall be made to provide a .10' (one-tenth of a foot) drop in elevation from inlet to outlet.
3. Pipe Connections: Provide PSX gaskets as manufactured by the Press Seal Gasket Corporation or approved equal placed integrally into the manhole section for making pipe connections to new manholes. Each rubber gasket connection shall provide a watertight seal. Manufacturer recommended adapters should be utilized for connection of ribbed pipe at manholes.
4. Frames and Covers: Provide Neenah Foundry Company catalog No. R-1736 self-sealing manhole covers or an approved equal. Provide Neenah Foundry Company catalog no. R-1916F series or approved equal manhole frames and covers where specified on the drawings for watertight and bolt down applications.
5. Steps: Provide steel reinforced plastic manhole steps as manufactured by MA Industries model PSI-PF or approved equal.

#### C. GROUT

Provide non-shrink, non-metallic grout complying with the requirements of Section 601.06 of the Ky. Dept. of Highways Standard Specifications for Road and Bridge Construction.

D. CONCRETE

Concrete mixtures shall comply with the requirements of Section 601 of the Ky. Dept. of Highways Standard Specifications for Road and Bridge Construction. Provide Class A Concrete, 3,500 psi at 28 days for all applications requiring metal reinforcement. Class A concrete shall conform to the following:

Slump: 3" to 4"  
Air: 6% +/- 2%  
Temp.: 45 F / 90 F

Class B concrete shall be used for all non-reinforced concrete applications as well as fill for cavities or voids and mass footings. Slump, air and temperature requirements at time of placement are equivalent to those for Class AA concrete above.

E. METAL REINFORCEMENT

Provide metal reinforcement complying with the requirements of the latest revision of ASTM Specification A615, grade 60. Reinforcement steel shall be free from paint, oil, grease, loose scale, dirt or other substances that would prevent bond between steel and concrete.

F. PIPE BEDDING

Provide crushed limestone aggregate conforming to the gradation requirements for designation 9M in accordance with the gradation requirements of the Ky. Dept. of Highways Standard Specifications for Road and Bridge Construction or approved equal.

G. SELECT FILL

Limestone DGA: Provide limestone DGA complying with the gradation requirements of Section 805 of the Ky. Dept. of Highways Standard Specifications for Road and Bridge Construction.

Flowable Fill: Place flowable fill concrete at locations specified on the Drawings. The design compressive strength shall be 80 psi or 1000 psi at 28 days, refer to project documents for location of each strength mix. The design mix shall consist of an Engineer approved proportion of Type 1 Portland Cement (ASTM C-150), Fly Ash (ASTM C-618-85), Sand (ASTM C-33), Air Entrainment Admixture (ASTM C-260) and water.

K. STEEL CASING PIPE

Provide steel encasement pipe complying with the requirements of ASTM A139 at the locations specified on the drawings. Encasement pipe up to 16" in diameter shall have minimum yield strength of 35,000 psi and a minimum thickness of 0.25 inches. Encasement pipe larger than 16" diameter shall be standard strength with a minimum wall thickness of 0.375 inches. All encasement pipe shall be thoroughly coated with asphalt bitumen on exterior surfaces

3.06 MATERIAL HANDLING

Inspect all materials upon delivery. Return and replace defective materials. Unload, move, store and otherwise handle material in a safe and workmanlike manner in strict accordance with material manufacturer's recommendations. All materials damaged prior to installation shall be replaced with materials complying with the requirements of pertinent specifications prior to installation at no extra cost to the Owner.

3.07 OBSTRUCTIONS

Where obstructions (other than utilities) not shown on the plans are encountered during the progression of the work and interfere to such an extent that an alteration in the plans is required, the Agency shall have the authority to change the plans and order deviations from the line and grade or to arrange with the Owners of the structures for removal, relocation, or reconstruction of the obstruction. If the change in plans result in a

change in the amount of work by the Contractor, such altered work shall be done on the basis of payment to the Contractor for extra work, or credit to the Owner for less work. All costs associated with relocation of any utility obstruction are the responsibility of the Contractor.

**3.08 GRADE AND ALIGNMENT**

Construct gravity sewers to the lines and grades depicted on the Drawings. Utilize a laser device designed to be suitable for use in the installation of sewers to maintain the proper line and grade. Verify the grade and alignment of the sewer utilizing conventional surveying equipment (transit and/or level) at 100-ft. intervals as requested by the Engineer.

Batterboards may be utilized as guides for alignment and grade of the sewer if they are provided at the following intervals:

<u>Percent Grade of Sewer</u>	<u>Interval</u>
0% to 0.4%	20 feet
0.4% to 5%	25 feet
>5%	50 feet

**3.09 TRENCH EXCAVATION**

Excavate trenches to the required width, alignment and grade as depicted on the Drawings. Comply with the specified requirements set forth in Section 02000 Earthwork and all applicable governmental regulations and laws. All trench excavation must conform to ASTM D 2321

**3.10 BEDDING**

Upon excavating trench to the required subgrade elevation, place and compact bedding meeting the requirements of Section 3.04 "Gravity Sewer System Materials" of these specifications to grade. Provide 5" of bedding throughout the length of the pipe installation. Bedding material shall be placed in a manner that will provide adequate support under the pipe in a longitudinal direction. Blocking shall not be used as a means of holding grade during the placement of bedding. Excavate bell holes in the bedding at each joint to accommodate the assembly of each joint of pipe while maintaining uniform pipe support.

**3.11 LAYING AND JOINING PIPE AND FITTINGS**

A. GENERAL PROCEDURE

1. Prior to installation, each component of piping shall be cleaned and inspected for damage. Damaged components shall be rejected and replaced.
2. Following excavation of trench to specified subgrade elevation, place bedding material to grade to provide a firm and satisfactory bed.
3. Initiate pipe-laying operations at the lowest elevation and terminate only at manholes, service branches or cleanouts. Pipe bells shall be laid on the upstream end of each joint of pipe.
4. Plug the end of the pipe to prevent the entrance of water, mud or any other foreign matter whenever pipe laying operations are interrupted. Secure the pipe as necessary to prevent dislodgment.
5. Upon completion of each joint, place and consolidate bedding material under the pipe haunch and up to the springline to provide adequate pipe support to the pipe while avoiding both vertical and lateral displacement of the pipe from the proper alignment. Backfill trench as specified.

B. LOCATION and ALIGNMENT

Embed pipe and fittings in the trench with the invert conforming to the required elevations, slopes and

alignment, and with the pipe bottom uniformly and continuously supported by a firm bedding and foundation.

### C. JOINING PIPE AND FITTINGS

1. Field cut pipe with either hand or mechanical saws or plastic pipe cutters as needed. Pipe ends shall be cut square and perpendicular to the pipe axis. Spigots shall have burrs removed and ends smoothly beveled by a mechanical beveler or by hand with a rasp or file. Place stop marks on field cut spigots with a felt tip marker or wax crayon to ensure proper insertion length during assembly. The angle and depth of field bevels and lengths to stop-marks shall be comparable to factory pipe spigots. For pipes with external profile, follow the manufacturer's recommendations for cutting and beveling pipe in the field.
2. The area left in the bedding for the bell shall be no larger than necessary to accomplish proper joint assembly. When the joint has been made, fill remaining void underneath the bell and spigot area with bedding material to provide adequate support to the pipe throughout its entire length.
3. Assemble joints in accordance with the recommendations of the manufacturer. If lubricant is required to facilitate assembly, it shall have no detrimental effect on the gasket or on the pipe when subjected to prolonged exposure. If requested by the Agency, verify the proper assembly of the joints by rotation of the spigot by hand or with a strap wrench. If unusual joining resistance is encountered or if the insertion mark does not reach the flush position, disassemble the joint, inspect for damage, reclean the joint components and repeat the assembly steps. Unless otherwise approved by the Agency, each joint shall be made utilizing non-mechanical means such as the bar and block method.

## 3.12 SERVICE LINES, CONNECTIONS AND INCIDENTAL STRUCTURES

### A. BRANCH FITTINGS

1. Fittings for service connections, drop manholes, stacked laterals, siamese laterals, cleanouts, etc. shall be molded or fabricated with all gasket connections.
2. Service line taps into existing lines shall be made utilizing a gasket fitting in conjunction with a repair sleeve coupling or, where approved by the Agency, utilizing a gasket saddle wye with all stainless steel clamps. Holes for saddle connections shall be made with hole saws or by use of keyhole or saber saw. Holes for wye saddle connections shall be laid out with a template, deburred and carefully beveled to provide a smooth hole to conform with the dimensions of the fitting.

### B. SERVICE LINES

Unless otherwise shown on the Drawings, service lines shall be extended from the main to the property line at a minimum depth of 8', uniform alignment and a minimum grade of 1/8" per foot and maximum grade of 1/4" per foot. Where the depth of the service lateral would exceed 10' at the property line following the grade constraints outlined above, a vertical stack shall be constructed in accordance with the typical details on the Drawings at the connection of the service line at the main.

### C. PIPE CAPS AND PLUGS

All caps and plugs should be braced, staked, anchored, wired or otherwise secured to the pipe to prevent leakage under the maximum anticipated thrust from internal abnormal pressures associated with testing.

### D. CLEANOUTS

Six-Inch (6") cleanouts shall be installed at the property line or back of easement whichever is nearest proposed or existing structure. Cleanouts shall extend a minimum of 24" out of ground

along with a 1/2" steel rebar connected to a 2x4 placed behind the cleanout. The steel rebar shall be driven to invert of lateral. The 2x4 shall be driven minimum 2 feet into ground with the depth of lateral marked clearly on 2x4. See detail on approved plans.

### 3.13 **MANHOLES**

#### A. **EXCAVATION AND BASE PREPARATION**

Excavation for manholes shall be in accordance with the requirements for structural excavations as outlined in Section 02000 Earthwork of these specifications. Pre-cast concrete inverts shall be placed on a base consisting of 6" of dense graded aggregate (DGA) limestone material. The base material shall be compacted to a minimum density of 95% of the maximum dry density of the material as determined by ASTM D698. Cast in place inverts may be constructed on exposed subgrade soils if the exposed soils are acceptable with the provisions outlined in the structural excavation sub-section of Section 02000 Earthwork.

#### B. **JOINT SEALING**

Joints between the manhole barrel sections, upper barrel section and casting and the manhole barrel and invert shall be sealed with manhole joint sealant as specified in Section 03000 Gravity Sewer Materials of these specifications. Joint sealant shall be placed in accordance with manufacturer's recommendations as necessary to ensure that all joints are sealed sufficiently to prevent the inflow of stormwater or infiltration of ground water.

#### C. **CASTING**

Unless otherwise noted on the drawings, watertight bolt down lids shall be utilized at all locations where manholes are located within ditchlines, drainage channels, floodplains or other locations which may be periodically submerged. Standard castings shall be utilized at all other locations.

#### D. **FINAL GRADE**

Approximate casting elevations are shown on the Drawings. The final casting elevation shall be adjusted in the field as conditions warrant. Adjust manholes as necessary to ensure that the top of casting is flush with the surrounding surfaces.

#### E. **PIPE CONNECTIONS**

Pipe connections at manholes with pre-cast invert sections shall be made utilizing the gaskets specified in Section 03000 of the specifications. Pipe connections into existing manholes, where cutting a hole in the manhole barrel is required, shall be made utilizing an approved water stop and an Agency approved non-metallic, non-shrink, portland cement grout.

#### F. **CAST IN PLACE INVERTS**

For inverts cast in place, the pipe may first be laid through and beyond the manhole location followed by overbuilding the manhole, grouting the bench and cutting out the top of the pipe in the manhole.

#### G. **GROUT**

Fill all handling holes and minor imperfections with non-shrink, non-metallic portland cement grout and finish grouted areas to match the immediate surrounding area of the structure.

### 3.14 **INSTALLING PIPE THROUGH CASINGS**

Install encasement meeting the requirements specified in Section 03000 gravity sewer materials of these specifications at the location indicated on the Drawings. Encasement shall be installed using either the open cut method (utilized where surfaces are unimproved) or the bore and jack method (utilized where surfaces are improved or for railroad crossings) as specified on the drawings. Calpico nylon casing insulators or approved equal shall be strapped around the pipe as depicted on the Drawings to support the pipe within the casing. Casing End Seals shall be installed to casing and carrier pipe with use of stainless steel bands. A

minimum of two supports shall be used per joint of pipe providing a maximum span of 6 1/4 feet for PVC pipe lengths of 12.5 feet. The maximum span between supports for pipe lengths of 20 feet shall not exceed that shown in the table below:

Nominal Pipe Size <u>Inches</u>	Unsupported Span <u>Feet</u>
4	6.0
6	7.8
8	9.5
10	11.0
12	12.4
15	14.2
18	16.2
21	18.1
24	19.6
27	20.0*
30	20.0*
36	20.0*

Note: Each joint must be supported. Therefore, the maximum unsupported span will always be limited by pipe length.

**3.15 BACKFILL**

Following the placement of haunching material, backfill shall be placed in accordance with the provisions outlined in Section 02000 Earthwork. Provide a minimum of 30 inches cover over the top of the pipe before the trench is compacted with a wheel loader. Provide at least 48 inches of cover before using mobile trench compactors of the hydrohammer or impact type.

**3.16 RESTORATION OF SURFACES AND/OR STRUCTURES**

The Contractor shall restore and/or replace paving, curbing, sidewalks, gutters, shrubbery, fences, sod or other disturbed surfaces or structures to a condition equal to that which existed before the work began to the satisfaction of the Agency. All surfaces shall be maintained in accordance with provisions outlined in Section 02000 Earthwork of these Specifications.

**3.17 PERFORMANCE AND ACCEPTANCE TESTS**

All projects shall be tested upon completion of the installation. All testing shall be in accordance with Section 04000 Gravity Sewer Testing. The Contractor shall supply all testing equipment unless otherwise noted. Sections of sewer which fail to pass the tests shall have defects located and repaired or replaced and be retested until within the specified allowance. Certification of substantial completion will not be issued until such time all of the sewer installation has been tested and found to be satisfactory and all surface/structure restoration and clean up has been completed.

**3.18 AS-BUILTS**

- A. At the completion of the Work, the Contractor shall deliver to the Agency, a complete intact copy of Record Drawings. It shall be the responsibility of the Contractor to maintain an accurate set of As-Built Drawings as work progresses. This set of As-Built Drawings shall be kept on the job site at all times. The as-built plans shall accurately depict the location of the new facilities installed and any deviations made from the Drawings.
- B. Submission of the As-Built Drawings will be required prior to issuance of final payment. In addition,

verification by the Agency that record drawings are periodically maintained will be required prior to each partial payment by the Owner.

- C. The As-Built Drawings for sanitary sewer construction shall accurately depict the following information:
1. The location of sanitary sewer mains and force mains shall be indicated, including the angle of the main constructed at each manhole.
  2. Manhole lid elevations and manhole inverts.
  3. Sewer laterals shall be referenced to the nearest downstream manhole, measured along the centerline of the sewer main.
  4. The length of the lateral shall be measured at right angles from the centerline of the wye to the end of the lateral.
  5. The depth of the lateral at the main shall be measured from the top of ground to the top of the wye on the main.
  6. The location of the lateral at the property line shall be measured from the nearest property corner.
  7. The depth of the lateral at the property line shall be measured from the top of ground to the top of the lateral.

**3.19 MEASUREMENT AND PAYMENT**

Measurement and payment for gravity sewers shall be from center of manhole to center of manhole. All equipment, labor, materials, #9 bedding, excavation, backfill, select backfill, and testing shall be included in the per ft. bid price.

**END OF SECTION**



## **SECTION 04000** **GRAVITY SEWER TESTING**

### **4.01 SCOPE**

Provide all material, equipment, tools and labor necessary to perform the tests specified herein.

### **4.02 SUBMITTALS**

Submit four (4) copies of each required test data form to the Owner within 7 days of the completion of each test.

### **4.03 LAMP TEST**

Perform the lamp test as directed by the Owner to verify the accuracy of alignment of the installed sewer and that the sewer is free of debris and obstructions. The lamp test shall be performed following the placement of at least one (1) foot of backfill over the section of sewer to be tested. The segment of sewer shall be visually lamped with lights or mirrors. The line shall be visually inspected at the manhole opposite of the manhole which is being illuminated. The full diameter of the pipe in respect to the vertical axis should be visible and a minimum 7/8 of the diameter of the pipe in respect to the horizontal axis should be visible when viewed. Segments of sewer not meeting the requirements above shall be removed and re-laid as necessary to meet the requirements.

### **4.04 DEFLECTION TEST**

Perform the deflection test at segment locations specified by the Owner. The maximum allowable deflection shall be limited to five (5) percent of the base inside diameter of the sewer. The test shall be performed by pulling an Owner approved deflection gauge through the segment of sewer being tested. Segments that have deflected more than the allowed five (5) percent shall be removed and re-laid in accordance with the installation specifications. Following reconstruction, the segment shall be retested for deflection.

### **4.05 LOW PRESSURE AIR TEST**

GENERAL - Perform a low-pressure air test on each segment of sewer between manholes following the backfilling of the sewer trench to the specified final grade. Tests shall be conducted in the presence of the Engineer. Unless otherwise specified, procedures and equipment for the low-pressure air test shall comply with the requirements specified in the "Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe" UNI-B-6-90 published by Uni-Bell PVC Pipe Association.

PROCEDURE - Plug all pipe openings with pipe plugs after the test section has been cleaned and wetted. The air temperature in the test section should be between 45 degrees and 95 degrees fahrenheit. The interior of the pipe should be wet immediately prior to the installation of the plugs. Pressurize the pipe section to a pressure between 4 psig and 3.5 psig and allow time for the pressure to stabilize. When the pressure has stabilized and is at least 3.5 psig, record the time required for the pressure to drop 0.5 psi. The test pressure shall be adjusted for segments of sewer below the water table. The pressure shall be increased by dividing the vertical distance (ft.) of the phreatic surface over the sewer invert by 2.31. The minimum allowable times for the 0.5-psig pressure drop for plastic pipe is attached as Table 1. Test identification information and data shall be recorded on the Agency's Air Test Data Sheet. If the pressure drop exceeds 0.5 psig in the specified time period, the Contractor shall at his own expense; repair the defective joints or sections until the pressure drop is within the specified allowance.

### **4.06 PAYMENT**

No separate payment will be made for performing this section. Testing is incidental to sewer construction.

**END OF SECTION**

## **SECTION 05000** **SEWER FORCE MAIN**

### **5.01 SCOPE**

The work to be performed under this section of the Specifications includes the furnishing of all material and labor as required to complete the pipework installation as shown on the Drawings and specified herein.

### **5.02 SUBMITTALS**

Submit **five (5)** copies of product data sheets on material to be used.

#### PRODUCT DATA

- A. Materials list of items proposed to be provided under this Section
- B. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
- C. Names and addresses of the nearest service and maintenance organization that readily stocks repair parts.
- D. Manufacturer's recommended installation procedures which, when approved by the Agency, will become the basis for accepting or rejecting actual installation procedures used on the Work.

### **5.03 MATERIALS**

- A. Defective Materials: The Contractor shall be responsible for all material furnished by him, and shall replace at his own expense all such material found defective in the manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishing of all material and labor required for the replacement of material found defective prior to final acceptance of the work of prior to expiration of warranties.
- B. Storage of Materials: The Contractor shall be responsible for the safe storage of materials furnished by or to him and accepted by him and intended for the work until it has been incorporated in the completed project. Material, all pipes, fittings, and other accessories shall be kept free from dirt and foreign matter at all times.
- C. Pipe Materials: Provide pipe and associated materials of the size indicated on the Drawings and meeting the following requirements:
  - 1. Ductile Iron Pipe and Fittings:
    - a. General: Ductile Iron Pipe (Class 51) shall be designed in accordance with ANSIA 21.50 (AWWA C150) and shall conform to the standards set forth in ANSI 21.51 (AWWA C151 for grade 60-42-10 ductile iron pipe).
    - b. Coating and Lining: Pipe shall have manufacturer's outside coating and a standard cement lining conforming to ANSI 21.4 (AWWA C104).
    - c. Joints: Interior pipe joints may be either 125 pound flanged joint ANSI A21.15 (AWWA C115) or 125 pound cast iron "Uni-Flange" adapter (ANSI B16.1 - ANSI B16.5) as manufactured by Uni-Flange Corporation at Northboro, Massachusetts. Pipe joints that are located outside, either exposed or backfilled, shall be mechanical joint ANSI A21.11 (AWWA C111).

d. Minimum Thickness: Minimum pipe thickness for push-on joint ductile iron pipe are as follows:

Size	Class	Pipe Metal Thickness (Inches)
2 <sup>1</sup> / <sub>2</sub>	51	0.25
4"	51	0.26
6"	51	0.28
8"	51	0.30
10"	51	0.32
12"	51	0.34
14"	51	0.36
16"	51	0.37
18"	51	0.38

e. Fittings: Fittings installed below grade shall be mechanical joint, ductile iron conforming to AWWA C153. Fittings shall have cement lining and inside and outside seal coating conforming to ANSI 21.4 (AWWA C104). Fittings installed above grade shall be flanged end, ductile iron conforming to ANSI 21.10 (AWWA C110).

2. Plastic Pipe and Fittings:

a. General: Plastic pipe shall be rigid unplasticized polyvinyl chloride (PVC) conforming to the requirements of ASTM D 1784 and ASTM D 2241. Pipe shall have a minimum standard dimension ratio (SDR) of 21 and a pressure rating of 160 complying with ASTM D2241. The PVC compound used in the manufacture of this pipe shall meet or exceed the requirements for class 12454-A or 12454-B as defined by ASTM D1784.

b. Joints: Plastic pipe joint shall be of the push-on type with a continuous elastomeric ring gasket compressed into the annular space between bell and spigot end of pipe complying with ASTM D 3139.

c. Fittings: Fittings installed below grade shall be mechanical joint, ductile iron conforming to AWWA C153. Fittings shall have cement lining and inside and outside seal coating conforming to ANSI 21.4 (AWWA C104). Fittings installed above grade shall be flanged end, ductile iron conforming to ANSI 21.10 (AWWA C110).

D. Mechanical Joint Thrust Restraint: Mechanical joint restraint shall be incorporated in the design of the follower gland for fittings where noted on the Drawings. The restraint mechanism shall consist of a plurality of individually activated gripping surfaces to maximize restraint capability. Glands shall be manufactured of ductile iron conforming to ASTM A536-80. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA A21.11/C111 and ANSI/AWWA A21.53/C153 of latest revision. Twist-off nuts, sized same as tee-head bolts, shall be used to insure proper actuating of restraining devices. The restraining glands shall have a pressure rating equal to that of the PVC pipe on which it is used and shall be EBAA Iron, Inc. Megalug or approved equal.

E. Valves and Fittings: All valves and fittings for buried service on the ductile iron or PVC force mains shall be cast iron or ductile iron with mechanical joint type pipe connections.

F. Locator Wire and Tape: Tracer wire and locator tape shall be furnished and installed with all PVC force mains. The tracer wire shall be taped or suitably held over the top center of the pipe and shall be #12 copper wire with THW insulation or approved equal. All splices shall be soldered or mechanically bound (compression fittings) and shall be wrapped with a waterproof wrapping to insure continuity and

insulation of the copper wire from the soil and securely connected to flange bolts at all valves and fittings to provide a suitable electrical connection. The electrical continuity of tracer wire between valves shall be verified and defects found shall be corrected prior to acceptance by the Agency. A metallic locator tape shall be buried in the trench a minimum of 12" over the top of the pipe and a minimum of 12" below the finished grade. The words "Caution Sewer Force Main Below" shall be repetitively printed along the length of the tape.

#### **5.04 INSTALLATION**

A. Obstructions: Where obstructions (other than utilities) not shown on the plans are encountered during the progress of the work and interfere to such an extent that an alteration in the plans is required, the Engineer shall have the authority to change the Plans and order deviations from the line and grade or to arrange with the Owners of the structures for removal, relocation, or reconstruction of the obstruction. If the change in Plans results in a change in the amount of work by the Contractor, such altered work shall be done on the basis of payment to the Contractor for extra work, or credit to the Owner for less work. All costs associated with relocation of any utility obstruction is the responsibility of the Contractor.

B. Handling: Pipe shall be handled without dropping or bumping in a manner to insure installation in a sound, undamaged condition. Pipe shall be lifted with slings or as recommended by the manufacturer. Hooks in contact with joint surfaces shall not be used. Equipment used for handling shall be capable of the required work with an adequate safety factor against overturning or overloading.

#### **5.05 PIPE LAYING**

A. General: Proper implements, tools and facilities shall be provided and used by the Contractor for the safe and convenient prosecution of the work. All pipe fittings and valves shall be carefully lowered into the trench piece by piece by means of a derrick, ropes or other suitable tools or equipment, in such a manner as to prevent damage to force main materials.

B. Alignment and Grade: All pipe shall be laid and maintained to the required lines and grades shown on the drawings, and as required to prevent undue deflections and breakages after flow has been placed in the lines to the operating pressures. Fittings and valves shall be set at the required locations, spigots centered in valves and all valves stems set plumb.

C. Depth of Pipe: All pipe shall be laid to a minimum depth of cover over the top of the pipe of three feet (3') in all areas.

D. Factory Representative: No pipe shall be laid, until factory representative of the company supplying the pipe visits the site and instructs the Contractor in the manner, ways and procedures of installing the pipe for this particular project. The length of the initial visit shall be of sufficient time to thoroughly acquaint the Contractor with acceptable methods of laying, blocking and backfilling in and around the pipe, and shall not be less than two (2) days. All pipe layings shall be in strict accordance with the manufacturer's recommendations and installation manual unless otherwise specified herein.

E. Trench Water: No pipe shall be laid in water, or when the trench conditions or the weather is unsuitable for the work to be done. When pipe laying is not in progress, the open ends of the pipe shall be closed to exclude trench water, dirt, and small animals from the pipe. Whenever trench water is excluded from the interior of the pipe, adequate backfill shall be deposited upon the pipe to prevent floating. Any pipe which has floated shall be removed from the trench and relaid as directed.

F. Placing: After placing a length of pipe in the trench, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with approved backfill material tamped under it except at the joints. Precautions shall be taken to prevent dirt from entering the joint space.

- G. Protection: At times pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug. Joints of pipe in the trench which cannot be completed shall be caulked with packing to make watertight as possible.
- H. Unsuitable Laying Conditions: No pipe shall be laid on frozen ground, in water, or when trench conditions are unsuitable.
- I. Anchorage of Bends, Tees and Plugs: At all tees, plugs, caps and bends  $11\frac{1}{4}$  degrees and over, movement shall be prevented by using suitable harness, thrust blocks or ballast. Thrust blocks and supports shall be as shown in the typical details, with sufficient volume of concrete being provided, but care being taken to allow for future tightening or caulking of all nearby joints. Double wrap all fittings with polyethylene wrap prior to placing thrust blocking.
- J. Grades: The grade of the force main shall be gradually changed to lower the line where necessary to get under existing utilities.
- K. Permissible Deflection At Joints: Whenever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstruction or plumb stems, or where long-radius curves are permitted, the amount of deflection allowed shall not exceed that required for satisfactory making of the joint and push-on joint ductile iron pipe as tabulated in Table I and Table II AWWA specification C600. Where pipe is laid in long radius curves, the contractor is to ensure that the pipe be positioned firmly against the outside of the trench to prevent shifting under pressure.
- L. Cutting Pipe: The cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe so as to leave a smooth end at right angles to the axis of the pipe. If the cut end of the pipe is to be inserted into the bell end with gasket, the outside edge of the filed cut plain end pipe shall be conditioned for use by filing or grinding a small taper at an angle of about thirty degrees.

#### **5.06 VALVES**

- A. Location: Valves in force main shall be located as shown on the Plans and approved by the Owner.
- B. Valve Boxes and Valves Pits: A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box culvert flush with the surface of the finished pavement or such other level as may be directed.
- C. Air Release Valve: The air release valves shall be constructed complete, including the manhole where called for on the Plans and/or as directed by the Owner. The complete installation shall include concrete pipe box and cast iron top.

#### **5.07 CASING PIPE**

Steel casing pipe shall be installed under all highway crossings where shown on the Plans.

#### **5.08 ROAD AND DRIVE CROSSINGS**

Road and drive crossings shall be bored as shown on the Plans.

#### **5.09 HIGHWAY CROSSINGS**

The method of making the highway crossing shall be in accordance with the requirements of the Kentucky Department of Highways in every respect, and under no circumstance shall work begin on highway crossings until the Contractor has secured and paid for all permits and posted all bonds required by the said Department of Highways.

**5.10 UTILITY CROSSINGS**

Generally, the sewer force main shall cross below all other utilities excluding water, so that a clear distance between the sewer main and the other utilities is at least eighteen (18) inches. There shall be a clear distance of twenty-four (24) inches between gas or petroleum transmission lines and the force main. The Owner of each utility including any underground telephone cable, shall be contacted prior to the construction of any crossing.

**5.11 CREEK CROSSINGS**

PVC pipe used at creek crossings shall be encased in 2500 psi concrete filled to sufficient depth to prevent floating of the empty pipe. The concrete may be poured into an unformed ditch around the pipe. The concrete encasement shall cover the length of the pipe at the normal pool stage of the creek. The contractor shall take necessary steps to prevent floating of pipe during the pouring and curing time of the concrete.

**5.12 FIELD INSPECTION**

All pipe and accessories shall be laid, jointed and tested under pressure for defects and leakage. All materials found during the progress of the work having cracks, flaws or other defects will be rejected. The Contractor shall promptly remove all defective materials from the site.

**5.13 REPAIRING LEAKS**

After flow has been placed in the lines and any breaks, pipe rupture, or leaks occur, the Contractor shall repair same with new joints of pipe at no cost to the Owner. The Contractor shall not be allowed to use repair clamps.

**5.14 CLEAN UP**

The Contractor shall be responsible for all cleanup work incidental to the installation of all pipe, fittings and valves and shall be responsible for the backfill throughout the course of the work and until the disturbed ground reaches its original condition.

**5.15 PRESSURE TEST**

- A. General: After the trench has been backfilled as specified, all newly laid pipe, or any valved section thereof, shall be subjected to 150 psi pressure test under the supervision of the Engineer and the Agency.
- B. Length of Test: The duration of each pressure test shall be at least three hours, after reaching the 150 psi.
- C. Procedure: Each valve section of the pipe shall be slowly filled with water and the specified test pressure applied by means of a pump connected to the pipe in a manner satisfactory to the Owner. The pump, pipe, connections, gauges and all necessary apparatus shall be furnished by the Contractor. The test connection shall be made at the highest point in the test section or provisions made for pressure differentials due to elevations. The test pressure may not vary + or -5 psi for the duration of the test.
- D. Expelling Air: Before applying the test pressure, all air shall be expelled from the pipe. If hydrants or blowoff valves are not available at high places, the Contractor shall make the necessary taps (requires service clamp and corporation stop) at points of highest elevation before the test is made with the approval of the Agency. These taps shall be left in place and location marked.
- E. Defects: Any cracked or defective pipes, fittings, valves or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with new material in the manner specified and the test shall be repeated until satisfactory to the Owner.

**5.16 LEAKAGE TEST**

- A. General: A leakage test shall be conducted concurrently with the pressure test. The duration of each leakage test shall be three hours and during the test, the main shall be subject to 150 psi pressure.
- B. Permissible Leakage: Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section thereof, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled. No pipe installation will be accepted until the leakage is less than the number of gallons per hour as determined by the following schedule:

Allowable Leakage per 1,000 Feet of Pipeline

Pipe Size (Inches)	Maximum Loss (Gal./Hr.)	Test Pressure (PSI)	Test Period (Hours)
10	0.92	150	3
8	0.74	150	3
6	0.55	150	3
4	0.37	150	3
3	0.28	150	3
2 <sup>1</sup> / <sub>2</sub>	0.23	150	3
2	0.18	150	3

C. Procedure: Each end of the main shall be capped. The main shall then be filled slowly with water by means of a pump connected to the low end of the main. The pump shall be connected to the main in a manner satisfactory to the Owner. Provisions shall be made at the high end of the main to expel all air from the line. After all air has been expelled from the main, the water pressure in the main shall then be increased gradually to 150 psi. After the pressure has stabilized to 150 psi the test shall begin. Water required to maintain 150 psi shall be withdrawn from a calibrated container. The outlet end of any pressure regulating device shall discharge into the calibrated container in order to accurately determine the actual amount of water required to maintain the required 150 psi water pressure within the test section. The duration of the test shall be three hours. Should any test of the pipe disclose leakage greater than that specified, the Contractor shall, at his own expense, repair the defective joints or sections until the leakage is within the specified allowance.

D. Final Acceptance: No pipe installation will be accepted until the leakage is less than the number of gallons per hour as specified in above table for the size pipe being tested.

**END OF SECTION**

**SECTION 07000**  
**MANHOLE, VAULT SEALANT**  
**AND VACUUM TEST**

**7.01 BITUMASTIC CONCRETE SEALANT**

GENERAL - The outside surface of all concrete manholes shall be covered with a bitumastic sealant upon or before installation and prior to vacuum testing. The sealant shall conform in all respects to ASTM D 4479 and be Pure Asphalt Fibrated Dampproofing as manufactured by Pure Asphalt Company, Inc. or approved other.

SURFACE PREPARATION - The concrete surface shall be thoroughly cleaned of all dust, grease, oil, or other foreign particles and dried prior to dampproofing. If the surface cannot be satisfactorily cleaned, the use of Pure Asphalt Primer shall be used to insure proper adhesion.

APPLICATION - Bitumastic sealant shall be applied with a wide fiber brush or by light airless spray at a rate of 4 to 6 gallons per 100 square feet.

**7.02 MANHOLE VACUUM TEST**

The vacuum test shall be performed on all concrete manholes. The test shall conform to the preparation and procedure as outlined in the most recent edition of the ASTM designation C 1244 (Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test) and more generally described as follows:

1. All lift holes and pipes leading into and out of the manhole shall be properly braced and plugged.
2. A vacuum of 10 in. of Mercury shall be drawn on the manhole.
3. The valve on the vacuum line of the test head shall be closed and the vacuum pump shall be shut off.
4. The time shall be measured for the vacuum pressure to drop to 9 in. of Mercury.
5. The manhole vacuum test shall be considered passed if the time required for the pressure to drop from 10 in. of Mercury to 9 in. Mercury exceeds the time specified in Table 1 of ASTM C 1244 and the table listed below.
6. If the manhole fails the initial test, necessary repairs shall be made by a method approved by the Engineer. The manhole shall then be retested until a satisfactory test is obtained.



**Minimum Test Times for Various Manhole Diameters**

Diameter, in.									
	30	33	36	42	48	54	60	66	72
Depth (ft)	Time (seconds)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	39	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	63	74	87	98	108	121

**END OF SECTION**

## **SECTION 08000** **LANDSCAPING AND SEEDING**

### **8.01 SCOPE**

This section of the specifications consists of furnishing all labor, materials and equipment necessary to complete the landscaping and seeding other miscellaneous work not otherwise covered. Application of materials shall comply with Kentucky Department of Highway's Standard Specifications for Road and Bridge Construction.

### **8.02 FINAL DRESSING**

After other outside work is finished and all backfilling and embankments complete and settled, all areas of the site shall be graded to the specified elevation and slopes. All swales shall be trimmed and dressed by hand, other surfaces shall be so graded that effective drainage shall be secured and in accordance with the plans. All grading work and surfacing shall be completed to the satisfaction of the Owner.

### **8.03 MATERIALS**

#### A. Lime

Four (4) tons of agricultural limestone per acre shall be uniformly applied immediately prior to the seedbed preparation.

#### B. Fertilizer

Premium fertilizer having an analysis of 10-10-10 shall be applied at the rate of 2,000 pounds per acre.

#### C. Seed

a. Right of Ways, Fields, Etc. - Kentucky 31 Fescue shall be seeded at the rate of two hundred seventy five (275) pounds per acre with a drill or broadcast uniformly over the freshly prepared seedbed and firmed into the soil with a cultipacker. Kentucky 31 Fescue seed certified by the Kentucky Seed Improvements Association shall be used. No seed shall be planted having a test date of more than 120 days prior to the date of seeding.

b. Lawns - The following mixture of seed shall be seeded at a rate of 200 lbs./acre for lawns that have been disturbed.

Fine Lawn Fescue	60%
Chewing Red Fescue	20%
Italian Rye Grass	15%
Dutch Red Clover	5%

#### D. Mulch

Mulch shall consist of wheat and rye straw applied at the rate of two (2) tons per acre.

#### E. Ground Protection

Ground protection shall be installed on all slopes greater than 4:1 and at all stream/ditch channels and banks disturbed during construction. Ground protection shall be "CONTECH SCFB2 Erosion Control Blanket" or Approved Equal.

### **8.04 METHODS**

#### A. Preparation of Seedbed

Where the area to be seeded is not sufficiently pulverized to provide good seedbed, the seedbed shall be prepared by pulverizing the soil to a minimum depth of two inches (2") with a disk harrow, drag harrow, spike tooth or similar tool, immediately prior to seeding. All clods, rocks and undesirable material that would interfere with seeding operations shall be removed.

B. Sowing of Seed

The seeding operation shall be performed immediately after the seedbed has been prepared and the lime and/or fertilizer has been applied and mixed with the surface soil, or at a later time if directed by the Owner. The seed shall be drilled or broadcast with regular approved type of equipment and methods acceptable to the Agency. Do not sow any seed until the Owner verifies compliance with specified requirements. The seed shall be applied in such manner so as to insure uniform distribution over the area to be seeded. All rocks, clods, and debris over 2" in diameter shall be removed. Mulch shall then be applied.

C. Ground Protection

All ground protection shall be installed per manufacturer's recommendations, installation procedures and methods.

**8.05 MAINTENANCE**

Any damage occurring to this phase of the work until final acceptance, shall be repaired and/or replaced by the Contractor at no expense to the Owner.

**8.06 CLEANING UP**

The entire area shall be cleaned of all surplus dirt, material, straw, etc., and left in a neat and pleasing appearance.

**8.07 PAYMENT**

Payment will be made at the lump sum contract bid price for work performed under this section of the specifications. Payment shall be considered total compensation for all work described.

**END OF SECTION**

KyTC BMP Plan for Project PCN ## - #####



## **Kentucky Transportation Cabinet**

### **Highway District One**

**And**

\_\_\_\_\_ **(2), Construction**

**Kentucky Pollutant Discharge Elimination System  
Permit KYR10  
Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**Reconstruction of the Intersection of KY 131, KY  
284 Park Rd. Project also includes left turn lanes  
at Reidland H.S.**

**Project: PCN ## - #####**

KyTC BMP Plan for Project PCN ## - #####

## Project information

Note – (1) = Design (2) = Construction (3) = Contractor

1. Owner – Kentucky Transportation Cabinet, District One
2. Resident Engineer: (2)
3. Contractor name: (2)  
Address: (2)  
  
Phone number: (2)  
Contact: (2)  
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) KY 131
6. Latitude/Longitude (project mid-point) 37^01'03" N, 88^31'53" W
7. County (project mid-point) McCracken
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## - #####

**A. Site description:**

1. Nature of Construction Activity (from letting project description): Realign and reconstruct intersection of KY 131, KY 284, and Park Rd. Left turn lanes will be built on all legs on the intersection and left turn lanes will also be built for Reidland High School.
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: 3,474 cubic yards
4. Estimate of total project area (acres): 6.2 acres
5. Estimate of area to be disturbed (acres): 6.2 acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition: The majority of soil horizons and slopes on this project are subject to erosion. (2)
8. Data describing existing discharge water quality (if any): There is no information for this item.
9. Receiving water name: Clarks River and Tennessee River
10. TMDLs and Pollutants of Concern in Receiving Waters: No TMDLs were involved on this project.
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

## KyTC BMP Plan for Project PCN ## - ####

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

### **B. Sediment and Erosion Control Measures:**

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
  - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
  - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover

## KyTC BMP Plan for Project PCN ## - #####

or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
  - Leaving areas undisturbed when possible.
  - Silt basins to provide silt volume for large areas.
  - Silt Traps Type A for small areas.
  - Silt Traps Type C in front of existing and drop inlets which are to be saved
  - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
  - Brush and/or other barriers to slow and/or divert runoff.
  - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
  - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
  - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
  - Silt Traps Type B in ditches and/or drainways as they are completed
  - Silt Traps Type C in front of pipes after they are placed
  - Channel Lining
  - Erosion Control Blanket
  - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
  - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
  - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
  - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
  - Additional Channel Lining and/or Erosion Control Blanket.
  - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
  - Special BMP's such as Karst Policy
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:



## KyTC BMP Plan for Project PCN ## - #####

- Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
  - Permanent Seeding and Protection
  - Placing Sod
  - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : The project does not include storm water BMPs or flow controls.

### **C. Other Control Measures**

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.

#### 2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

#### 3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

#### 4. Spill Prevention

## KyTC BMP Plan for Project PCN ## - #####

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

### ➤ **Good Housekeeping:**

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite

### ➤ **Hazardous Products:**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

**The following product-specific practices will be followed onsite:**

### ➤ **Petroleum Products:**

Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

## KyTC BMP Plan for Project PCN ## - #####

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

### ➤ **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

### ➤ **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

### ➤ **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water.

### ➤ **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as

## KyTC BMP Plan for Project PCN ## - #####

appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.

- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

### **D. Other State and Local Plans**

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials.

### **E. Maintenance**

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
  - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

## KyTC BMP Plan for Project PCN ## - #####

### **F. Inspections**

Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

### **G. Non – Storm Water discharges**

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

## KyTC BMP Plan for Project PCN ## - #####

- Water from water line flushings.
- Water from cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

### H. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

- Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan, will or may be conducted as part of this construction project:

\_\_\_\_\_ 2. (e) land treatment or land disposal of a pollutant;

\_\_\_\_\_ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

\_\_\_\_\_ 2. (g) .... Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

\_\_\_\_\_ 2. (j) Storing or related handling of road oils, dust suppressants, ....., at a central location;

\_\_\_\_\_ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

\_\_\_\_\_ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

KyTC BMP Plan for Project PCN ## - #####

Or, check the following only if there are no qualifying activities

\_\_\_\_\_ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

### KyTC BMP Plan for Project PCN ## - #####

#### Contractor and Resident Engineer Plan certification

The contractor that is responsible for implementing this BMP plan is identified in the Project Information section of this plan.

The following certification applies to all parties that are signatory to this BMP plan:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

#### Resident Engineer and Contractor Certification:

##### (2) Resident Engineer signature

Signed \_\_\_\_\_ title \_\_\_\_\_  
Typed or printed name<sup>2</sup> signature

(3) Signed \_\_\_\_\_ title \_\_\_\_\_  
Typed or printed name<sup>1</sup> signature

1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601 Reference the Project Control Number (PCN) and KPDES number when one has been issued.



KyTC BMP Plan for Project PCN ## - #####

## Sub-Contractor Certification

The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

Subcontractor

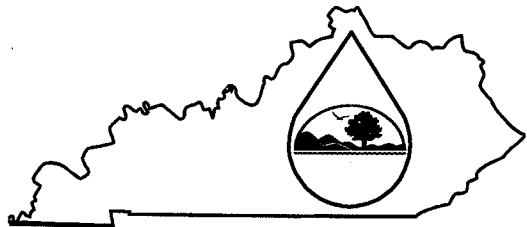
Name:  
Address:  
Address:  
  
Phone:

The part of BMP plan this subcontractor is responsible to implement is:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed \_\_\_\_\_ title \_\_\_\_\_, \_\_\_\_\_ signature  
          Typed or printed name<sup>1</sup>

1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.



**Kentucky Pollutant Discharge Elimination System  
(KPDES)  
Notice of Intent (NOI)  
for Storm Water Discharges  
Associated with Industrial Activity Under the  
KPDES General Permit**

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

**ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM (See Instructions on back)**

**I. Facility Operator Information**

<b>Name:</b>	KYTC District One	<b>Phone:</b>	(270) 898-2431
<b>Address:</b>	PO Box 3010	<b>Status of Owner/Operator:</b>	S
<b>City, State, Zip Code:</b>	Paducah, KY 42003		

**II. Facility/Site Location Information**

<b>Name:</b>			
<b>Address:</b>	KY 131, Reidland Rd.		
<b>City, State, Zip Code:</b>	Paducah KY 42003		
<b>County:</b>	McCracken		
<b>Site Latitude: (degrees/minutes/seconds)</b>	37°01'03" N	<b>Site Longitude: (degrees/minutes/seconds)</b>	88°31'53" W

**III. Site Activity Information**

<b>MS4 Operator Name:</b>			
<b>Receiving Water Body:</b>	Clarks River and Tennessee River		
<b>Are there existing quantitative data?</b>	Yes <input type="checkbox"/> If Yes, submit with this form. No <input checked="" type="checkbox"/>		
<b>SIC or Designated Activity Code Primary</b>	1611	2nd	3rd 4 <sup>th</sup>
<b>If this facility is a member of a Group Application, enter Group Application Number:</b>			
<b>If you have other existing KPDES Permits, enter Permit Numbers:</b>			

**IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY**

<b>Project Start Date:</b>	July 1, 2007	<b>Completion Date:</b>	
<b>Estimated Area to be disturbed (in acres):</b>	6.2 acres		
<b>Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

**V. Certification:** I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>Printed or Typed Name:</b>	James E. Lefevre, PE		
<b>Signature:</b>		<b>Date:</b>	

**Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity  
To Be Covered Under The KPDES General Permit**

**WHO MUST FILE A NOTICE OF INTENT (NOI) FORM**

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Industrial Section, Kentucky Division of Water at (502) 564-3410.**

**WHERE TO FILE NOI FORM**

NOIs must be sent to the following address:

**Section Supervisor  
Inventory & Data Management Section  
KPDES Branch, Division of Water  
Frankfort Office Park  
14 Reilly Road  
Frankfort, KY 40601**

**COMPLETING THE FORM**

Type or print legibly in the appropriate areas only. If you have any questions regarding the completion of this form call the **Storm Water Contact, Industrial Section, at (502) 564-3410.**

**SECTION I - FACILITY OPERATOR INFORMATION**

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same as the name of the facility. The responsible party is the legal entity that controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Enter the appropriate letter to indicate the legal status of the operator of the facility.

F = Federal                      M = Public (other than federal or state)  
S = State                        P = Private

**SECTION II - FACILITY/SITE LOCATION INFORMATION**

Enter the facility's or site's official or legal name and complete street address, including city, state, and ZIP code.

**SECTION III - SITE ACTIVITY INFORMATION**

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., municipality name, county name) and the receiving water of the discharge from the MS4. (A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a state, city, town, borough, county, parish, district, association, or other public body which is designed or used for collecting or conveying storm water.)

If the facility discharges storm water directly to receiving water(s), enter the name of the receiving water.

Indicate whether or not the owner or operator of the facility has existing quantitative data that represent the characteristics and concentration of pollutants in storm water discharges. If data is available submit with this form.

List, in descending order of significance, up to four 4-digit standard industrial classification (SIC) codes that best describe the principal products or services provided at the facility or site identified in Section II of this application.

If the facility listed in Section II has participated in Part 1 of an approved storm water group application and a group number has been assigned, enter the group application number in the space provided.

If there are other KPDES permits presently issued for the facility or site listed in Section II, list the permit numbers.

**SECTION IV - ADDITIONAL INFORMATION REQUIRED FOR CONSTRUCTION ACTIVITIES ONLY**

Construction activities must complete Section IV in addition of Sections I through III. Only construction activities need to complete Section IV.

Enter the project start date and the estimated completion date for the entire development plan.

Provide an estimate of the total number of acres of the site on which soil will be disturbed (round to the nearest acre).

Indicate whether the storm water pollution prevention plan for the site is in compliance with approved state and/or local sediment and erosion plans, permits, or storm water management plans.

**SECTION V - CERTIFICATION**

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

*For a corporation:* by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

*For a partnership or sole proprietorship:* by a general partner or the proprietor; or

*For a municipality, state, Federal, or other public facility:* by either a principal executive officer or ranking elected official.

**KENTUCKY TRANSPORTATION CABINET  
COMMUNICATING ALL PROMISES (CAP)  
ACTIVE**

28 MAR 2007

<u>Item No.</u>	1 - 980	<u>Project Mgr.</u>	T. NAPIER
<u>CAP #</u>	<u>Date of Promise</u>	<u>Promise made to:</u>	<u>Location of Promise</u>
1	23-MAR-07	CHRIS KUNTZ	ITEM 1-980.00
<u>County</u> MCCRACKEN <u>Route</u> KY-131			
<u>CAP Description</u>			
THERE ARE NO CAPS REQUESTED ON THIS PROJECT			

## **PART II**

# **SPECIFICATIONS AND STANDARD DRAWINGS**

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the May 25, 2007 Letting)

<b>SUBSECTION:</b> 105.07 COOPERATION WITH UTILITIES. <b>REVISION:</b> In the last paragraph, replace “KRS 367 Sections 1 through 10” with “KRS 367.4901 through 367.4917”
<b>SUBSECTION:</b> 108.01 SUBCONTRACTING OF CONTRACT. <b>REVISION:</b> Replace the second and third sentence of the first paragraph with the following:  When the Engineer gives such consent, the Engineer will allow the Contractor to subcontract a portion, but the Contractor must perform with his own organization work amounting to no less than 30 percent of the total Contract cost. The Department will not allow any subcontractor to exceed the percentage to be performed by the Contractor and will require the Contractor to maintain a supervisory role over the entire project.
<b>SUBSECTION:</b> 109.07 PRICE ADJUSTMENT. <b>REVISION:</b> Replace the section with the following:  109.07 PRICE ADJUSTMENTS. Due to the fluctuating costs of petroleum products, the Department will adjust the compensation of specified liquid asphalt items and diesel fuel in contracts when contract quantity thresholds are met.  109.07.01 Liquid Asphalt. The Department will compare the Kentucky Average Price Index (KAPI), for the month that the Contract is let, to the index for the month that the Contractor places the material on the project to determine the percent change. When the original contract quantity for asphalt items is equal to or greater than 3,000 tons and when the average price of the liquid asphalt products increases or decreases more than 5 percent, the Department will adjust the Contractor’s compensation. The KAPI is calculated monthly using the average price, per ton at the terminal, from the active suppliers of liquid asphalt.  <u>Adjustable Contract Items:</u> <ul style="list-style-type: none"><li>• Asphalt Curing Seal</li><li>• Asphalt Material for Prime</li><li>• Asphalt Base, All Classes</li><li>• Asphalt Binder</li><li>• Asphalt Surface, All Classes</li><li>• Sand Asphalt Surface</li><li>• Asphalt Open-Graded Surface</li><li>• Asphalt Seal Coat</li><li>• Asphalt Mixture for Leveling and Wedging</li><li>• Drainage Blanket - Type II - Asphalt</li></ul> The Department will determine the price adjustment using the following formulas:  <u>When PC is greater than PL</u> Asphalt Price Adjustment = $(Q \times A)/100 \times PL \times [(PC-PL)/PL - 0.05]$  <u>When PC is less than PL</u> Asphalt Price Adjustment = $(Q \times A)/100 \times PL \times [(PC-PL)/PL + 0.05]$  Where: Q = Tons of material or mixture placed each month. A = Percent of material or mixture that is asphalt. PL = KAPI for the month that the Contract is let. PC = KAPI for the month that the Contractor places the material or mixture.  The job-mix formula for asphalt base, binder, and surface mixtures determines “A”, which is the percent of asphalt. For recycled mixtures, the Department will determine the adjustment for the new asphalt cement only. The Department will consider materials for prime and seal as 100 percent asphalt.

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Revision  
Continued

109.07.02 Fuel. The Department will adjust the Contractor's compensation when the average price of diesel fuel increases or decreases more than 5 percent and the original Contract quantity for the item on which the fuel is consumed is equal to or greater than the threshold quantities listed in the following table.

<u>Item</u>	<u>Threshold Quantity</u>	<u>Fuel/Work</u>
Roadway Excavation	10,000 cubic yards	0.25
Embankment-in-Place	10,000 cubic yards	0.25
Borrow Excavation	10,000 cubic yards	0.25
DGA Base or Crushed Stone Base	5,000 tons	0.52
Stabilized Aggregate Base	5,000 tons	0.52
Drainage Blanket, Cement Treated or Untreated	5,000 tons	0.52
Drainage Blanket, Asphalt Treated	5,000 tons	3.00
Crushed Sandstone Base (Cement Treated)	5,000 tons	0.52
Hot-Mixed Asphalt Mixtures for Pavements or Shoulders	3,000 tons <sup>(1)</sup>	3.00
PCC Pavement, Base, or Shoulders	2,000 square yards <sup>(2)</sup>	0.14

<sup>(1)</sup>Total of all hot mixed asphalt Contract items.

<sup>(2)</sup>Total of all JPC pavement, JPC shoulder, and PCC base, Contract items.

The Department will determine the price adjustment using the following formulas:

When PC is greater than PL

$$\text{Fuel Price Adjustment} = Q \times F \times PL \times [(PC-PL)/PL - 0.05]$$

When PC is less than PL

$$\text{Fuel Price Adjustment} = Q \times F \times PL \times [(PC-PL)/PL + 0.05]$$

Where:

Q = Quantity for applicable item placed or performed that month.

F = The fuel to work unit ratio for each applicable item.

PL = Average reseller price of diesel fuel, excluding taxes, discounts, and superfund line items, in the Kentucky region for the month that the Contract is let.

PC = Average reseller price of diesel fuel, excluding taxes, discounts, and superfund line items, in the Kentucky region for the month that the Contractor uses the fuel on the project.

109.07.03 Payments and Deductions. When thresholds are met, the Department will adjust the Contractor's compensation for each eligible pay item, paid or deducted, monthly.

If later price decreases indicate that the Department made an overpayment, the Department will withhold the overpayment from succeeding pay estimates on the project, or the Contractor shall immediately refund the over payment to the Department.

When the Contractor places materials during any month after the month that the Contract time (including all approved time extensions) expires, the Department will use the average price for the month that the Contractor places the material or the average price for the last month of the Contract time; whichever is least.

The Department will not grant a time extension for any overrun in the Contract amount due to payments made according to this section. The Department will not make any additional compensation due to adjustments made according to this section.

The Department will adjust the Contractor's compensation on the following months pay estimate and on the final pay estimate. The Department will make the final adjustment of the Contractor's compensation on the final estimate for the project.

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<p><b>SUBSECTION:</b> 110.01 MOBILIZATION. <b>REVISION:</b> Replace the third paragraph with the following:</p>	<p>Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any bids in excess of this amount to 5 percent for bid comparisons. The Department will base the award on the maximum allowable bid of 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.</p>						
<p><b>SUBSECTION:</b> 110.02 DEMOBILIZATION. <b>REVISION:</b> Replace the first sentence of the third paragraph with the following:</p>	<p>Do not bid an amount for Demobilization that is less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.</p>						
<p><b>SUBSECTION:</b> 206.03.03 Compaction. <b>REVISION:</b> Replace "KM 64-412" with "KM 64-002"</p>							
<p><b>SUBSECTION:</b> 206.04.01 Embankment-in-Place. <b>REVISION:</b> Replace the first sentence of the sixth paragraph with the following:</p>	<p>When payment is made for Embankment-in-Place, the Department will make payment for all embankment constructed on the project, including roadway embankment, refill in cuts, and embankment placed in embankment benches.</p>						
<p><b>SUBSECTION:</b> 212.03.03 Permanent Seeding and Protection. <b>PART:</b> Delete Part C) and replace Parts A) and B) with the following: <b>REVISION:</b> A) Seed Mixtures for Permanent Seeding.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Seed Mix Type I:</td> <td style="padding-left: 20px;">30% Kentucky 31 Tall Fescue (<i>Festuca arundinacea</i>) 20% Creeping Red Fescue (<i>Festuca rubra</i>) 35% Hard Fescue (<i>Festuca (Festuca longifolia)</i>) 10% Ryegrass, Perennial (<i>Lolium perenne</i>) 5% White Dutch Clover (<i>Trifolium repens</i>)</td> </tr> <tr> <td style="padding-left: 20px;">Seed Mix Type II:</td> <td style="padding-left: 20px;">55% Kentucky 31 Tall Fescue (<i>Festuca arundinacea</i>) 15% Ryegrass, Perennial (<i>Lolium perenne</i>) 15% (based on pure live seed, PLS) Little Bluestem (<i>Schizachyrium scoparium</i>) 15% Crown Vetch (<i>coronilla varia</i>)</td> </tr> <tr> <td style="padding-left: 20px;">Seed Mix Type III:</td> <td style="padding-left: 20px;">40% Kentucky 31 Tall Fescue (<i>Festuca arundinacea</i>) 15% Perennial Ryegrass <i>Lolium perenne</i>) 20% Sericea Lespedeza (<i>Lespedeza cuneata</i>) 25% (based on pure live seed, PLS) Little Bluestem (<i>Schizachyrium scoparium</i>)</td> </tr> </table> <ol style="list-style-type: none"> <li>1) Permanent Seeding on Slopes 3:1 or Less. Apply seed mix Type I at a minimum application rate of 100 pounds per acre.</li> <li>2) Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 4, 5, 6, and 7. Apply seed mix Type II at a minimum application rate of 100 pounds per acre plus a nurse crop of either Cereal Rye or German Foxtail-Millet based on the time of year. During the months of June through August, apply 10 pounds of German Foxtail-Millet (<i>Setaria italica</i>). During the months of September through May, apply 56 pounds of Cereal Rye (<i>Secale cereale</i>). If adjacent to golf courses replace the crown vetch with Kentucky 31 Tall Fescue</li> </ol>	Seed Mix Type I:	30% Kentucky 31 Tall Fescue ( <i>Festuca arundinacea</i> ) 20% Creeping Red Fescue ( <i>Festuca rubra</i> ) 35% Hard Fescue ( <i>Festuca (Festuca longifolia)</i> ) 10% Ryegrass, Perennial ( <i>Lolium perenne</i> ) 5% White Dutch Clover ( <i>Trifolium repens</i> )	Seed Mix Type II:	55% Kentucky 31 Tall Fescue ( <i>Festuca arundinacea</i> ) 15% Ryegrass, Perennial ( <i>Lolium perenne</i> ) 15% (based on pure live seed, PLS) Little Bluestem ( <i>Schizachyrium scoparium</i> ) 15% Crown Vetch ( <i>coronilla varia</i> )	Seed Mix Type III:	40% Kentucky 31 Tall Fescue ( <i>Festuca arundinacea</i> ) 15% Perennial Ryegrass <i>Lolium perenne</i> ) 20% Sericea Lespedeza ( <i>Lespedeza cuneata</i> ) 25% (based on pure live seed, PLS) Little Bluestem ( <i>Schizachyrium scoparium</i> )
Seed Mix Type I:	30% Kentucky 31 Tall Fescue ( <i>Festuca arundinacea</i> ) 20% Creeping Red Fescue ( <i>Festuca rubra</i> ) 35% Hard Fescue ( <i>Festuca (Festuca longifolia)</i> ) 10% Ryegrass, Perennial ( <i>Lolium perenne</i> ) 5% White Dutch Clover ( <i>Trifolium repens</i> )						
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Seed Mix Type III:	40% Kentucky 31 Tall Fescue ( <i>Festuca arundinacea</i> ) 15% Perennial Ryegrass <i>Lolium perenne</i> ) 20% Sericea Lespedeza ( <i>Lespedeza cuneata</i> ) 25% (based on pure live seed, PLS) Little Bluestem ( <i>Schizachyrium scoparium</i> )						



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revision continued	<p>3) Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 1, 2, 3, 8, 9, 10, 11, and 12. Apply seed mix Type III at a minimum application rate of 100 pounds per acre plus a nurse crop of either Cereal Rye or German Foxtail-Millet based on the time of year. During the months of June through August, apply 10 pounds of German Foxtail-Millet (<i>Setaria italica</i>). During the months of September through May, apply 56 pounds of Cereal Rye (<i>Secale cereale</i>). If adjacent to crop land or golf course replace the <i>Sericea Lespedeza</i> with Kentucky 31 Tall Fescue.</p> <p>B) Procedures for Permanent Seeding. Include a seeding plan in the Best Management Practices plan (BMP) according to Section 213. Prepare a seedbed and incorporate fertilizer and agricultural limestone as needed. Do not apply dry agricultural Limestone when it may generate a traffic hazard. Remove all rock and dirt clods over 4 inches in diameter from the surface of the seedbed. Unless the Engineer directs otherwise, track all slopes 3:1 or greater. Ensure that tracking is performed up and down and not across. Native Grass seed should be calculated figuring seed on a pure live seed basis (PLS), using the least amount of inert matter available. Seed and mulch to produce a uniform vegetation cover using the seeding rates as indicated to each application. Mulch with clean, weed free straw. Place straw 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. For the periods of March 1 through May 15 and from September 1 through November 1, the Department will allow the option of using hydromulch at minimum rate of 1,500 pounds per acre in place of straw with tackifier. Regardless of materials used, ensure the protective cover holds until seeding is acceptably established according to part G) of this subsection.</p>
<b>SUBSECTION:</b> <b>REVISION:</b>	213.03.01 Best Management Practices (BMP). Replace the third sentence of the first paragraph with the following:  Ensure that the BMP provides storage for 3,600 cubic feet of water per surface acre disturbed.
<b>SUBSECTION:</b> <b>REVISION:</b>	213.03.02 Progress Requirements. Add the following after the first sentence of the third paragraph:  Seed and mulch areas at final grade within 14 days. Temporary mulch areas not at final grade if work stops for longer than 21 days. Temporary mulch soil stock piles within 14 days of the last construction activity in that area.
<b>SUBSECTION:</b> <b>REVISION:</b>	213.03.03 Inspection and Maintenance Replace both "0.1-inch" references with "0.5-inch".  Add the following sentence to the end of the second paragraph:  Initiate corrective action within 24 hours of any reported deficiency.
<b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b>	213.03.05 Temporary Control Measures. B) Silt Checks. B) Silt Checks. Use one of the following types: <ol style="list-style-type: none"> <li>1) Silt Check Type II - Crushed stone such as cyclopean stone riprap, quarry run stone, or other size material approved by the Engineer, dumped in place and shaped to the configuration required.</li> <li>2) Silt Check Type III - Blasted or broken rock dumped in place and shaped to the configuration required.</li> </ol> <p>Remove and properly dispose of sediment deposited at silt checks as necessary. When no longer needed, remove the silt checks and dispose of surplus materials as excavated materials according to Section 204. Seed and protect the entire area disturbed, as directed. Do not leave silt checks in place after completion of the project unless allowed by the Engineer or specified in the Plans.</p>

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<b>SUBSECTION:</b>	213.03.05 Temporary Control Measures.	
<b>PART:</b>	F) Temporary Seeding and Protection.	
<b>REVISION:</b>	Replace the first sentence with the following:	
	Apply seed mix Type I at a minimum application rate of 100 pounds per acre plus a nurse crop of either Cereal Rye or German Foxtail-Millet based on the time of year. During the months of June through August, apply 10 pounds of German Foxtail-Millet ( <i>Setaria italica</i> ). During the months of September through May, apply 56 pounds of Cereal Rye ( <i>Secale cereale</i> ). Obtain the Engineer's approval for the seed before use.	
<b>SUBSECTION:</b>	213.03.05 Temporary Control Measures.	
<b>PART:</b>	G) Temporary Mulch.	
<b>REVISION:</b>	Replace the last sentence with the following:	
	Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and apply tackifier.	
<b>SUBSECTION:</b>	213.04.15 Temporary Silt Ditch.	
<b>REVISION:</b>	Replace with the following:	
	The Department will measure the quantity in linear feet.	
<b>SUBSECTION:</b>	213.04 MEASUREMENT.	
<b>REVISION:</b>	Add the following Subsection:	
	213.04.24 Clean Temporary Silt Ditch. The Department will measure the quantity in linear feet along the ditch line.	
<b>SUBSECTION:</b>	213.05 PAYMENT.	
<b>REVISION:</b>	Add the following lines:	
	20594	Temporary Silt Ditch                      Linear Foot
	20601	Clean Temporary Silt Ditch              Linear Foot
<b>SUBSECTION:</b>	303.03.01 Mixture	
<b>PART:</b>	C) Cement Treated Mixture.	
<b>REVISION:</b>	Delete the "For asphalt pavements" from the second paragraph.	
<b>SUBSECTION:</b>	303.03.01 Mixture	
<b>PART:</b>	C) Cement Treated Mixture.	
<b>REVISION:</b>	Delete requirement "2".	
<b>SUBSECTION:</b>	402.03.02 Acceptance.	
<b>PART:</b>	D) Testing Responsibilities.	
<b>NUMBER:</b>	4) Density.	
<b>REVISION:</b>	Replace the first sentence of the third paragraph with the following:	
	For surface mixtures placed on driving lanes and ramps, furnish 2 cores per subplot to the nearest laboratory facility (Contractor or Department lab) for density determination by the Engineer.	
<b>SUBSECTION:</b>	402.03.02 Acceptance.	
<b>PART:</b>	H) Unsatisfactory Work.	
<b>NUMBER:</b>	1) Based on Lab Data.	
<b>REVISION:</b>	Replace the "AASHTO MP2" references in the second paragraph with "AASHTO M 323".	
<b>SUBSECTION:</b>	402.04 MEASUREMENT.	
<b>REVISION:</b>	Replace the last sentence with the following:	
	The Department will not measure construction of rolled rumble strips or pavement wedge texturing for payment and will consider them incidental to the asphalt mixture.	
<b>SUBSECTION:</b>	402.04.01 Weight.	
<b>REVISION:</b>	Replace first sentence of the second paragraph with the following:	
	The Department will determine the bulk, oven-dry specific gravity for the fine and coarse aggregates according to KM64-605 and AASHTO T 85, respectively.	

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<p><b>SUBSECTION:</b> 402.04.02 Thickness on New Construction. <b>REVISION:</b> Delete the third paragraph and add the following at the end of the subsection:</p>	<p>The Department will not measure initial thickness check coring or coring of corrective work for payment and will consider it incidental to the asphalt mixture.</p>												
<p><b>SUBSECTION:</b> 402.05.02 <b>PARTS:</b> Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures Lot Pay Adjustment Schedule, Compaction Option B Mixtures <b>REVISION:</b> Replace the VMA table with the following:</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">VMA</th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">≤ 0.5 below min. VMA</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">0.6-1.0 below min.</td> </tr> <tr> <td style="text-align: center;">0.90<sup>(2)</sup></td> <td style="text-align: center;">1.1-1.5 below min.</td> </tr> <tr> <td style="text-align: center;"><sup>(1)</sup>/<sub>(2)</sub></td> <td style="text-align: center;">&gt; 1.5 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≤ 0.5 below min. VMA	0.95	0.6-1.0 below min.	0.90 <sup>(2)</sup>	1.1-1.5 below min.	<sup>(1)</sup> / <sub>(2)</sub>	> 1.5 below min.
VMA													
Pay Value	Deviation From Minimum												
1.00	≤ 0.5 below min. VMA												
0.95	0.6-1.0 below min.												
0.90 <sup>(2)</sup>	1.1-1.5 below min.												
<sup>(1)</sup> / <sub>(2)</sub>	> 1.5 below min.												
<p><b>SUBSECTION:</b> 403.03.03 Preparation of Mixture. <b>PART:</b> A) Mixture Composition. <b>REVISION:</b> Replace the “AASHTO MP2” reference in the first paragraph with “AASHTO M 323”.</p>	<p>From the aggregate requirements list, delete 3) Type C.</p>												
<p><b>SUBSECTION:</b> 403.03.03 Preparation of Mixture. <b>PART:</b> C) Mix Design Criteria. <b>REVISION:</b> Replace the “AASHTO MP2” references with “AASHTO M 323”.</p>	<p>Replace the “AASHTO PP28” references in the second paragraph with “AASHTO R 35”.</p>												
<p><b>SUBSECTION:</b> 403.03.03 Preparation of Mixture. <b>PART:</b> C) Mix Design Criteria. <b>NUMBER</b> 1) Preliminary Mix Design. <b>REVISION:</b> Add the following footnote to the table and associate it with the ESAL’s field “&lt;0.3”:</p>	<p>* For CL1 ASPH SURF 0.38D PG64-22 only.</p>												
<p><b>SUBSECTION:</b> 403.03.06 Thickness Tolerances. <b>PART:</b> B) New Construction. <b>REVISION:</b> Replace the first paragraph with the following:</p>	<p>Under the Engineer’s supervision, perform coring for thickness checks according to KM 64-420, as soon as practical after completion of all, or a major portion, of the asphalt base. The Engineer will measure the cores. Fill all core holes either with compacted asphalt mixture or non-shrink grout. Complete all remedial overlay work before placing the final course.</p>												

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**SUBSECTION:** 403.03.08 Rumble Strips.  
**REVISION:** Replace with the following:

403.03.08 Shoulder Rumble Strips and Pavement Wedge Texturing.

A) Shoulder Rumble Strips.

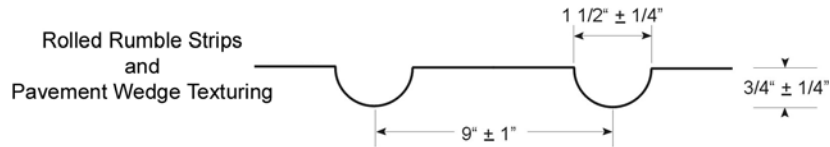
1) Interstates and Parkways. Construct sawed rumble strips on all mainline shoulders to the dimensions shown below. Do not place rumble strips on ramps.

2) Other Roads. Construct rolled rumble strips on shoulders of facilities with posted speed limits greater than 45 MPH. Unless specified in the plans or directed by the Engineer, do not construct rumble strips on facilities with posted speed limits of 45 MPH or less.

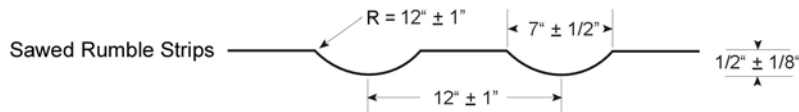
Construct rolled rumble strips on mainline shoulders to the dimensions shown below. On shoulders less than 3 feet wide, shorten the width and distance of the strips as the Engineer directs. Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement of the asphalt mat. Correct unacceptable rolled rumble strips by sawing.

B) Pavement Wedge Texturing. Perform texturing on all pavement wedges constructed monolithically with the mainline or constructed using a surface mixture. When furnishing Asphalt Mixture for Pavement Wedge, binder, or a base mixture for the wedge, the Department will not require texturing.

Texture to the dimensions shown below. On wedges less than 3 feet, shorten the length and distance of the texturing as the Engineer directs. Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement of the asphalt mat.



Place one foot out from the mainline pavement and to a width of 2 feet.



Place one foot out from the mainline pavement and to a width of 16 inches.

**SUBSECTION:** 403.04.03 Asphalt Mixtures.  
**REVISION:** Replace the second sentence with the following:

The Department will not measure rolled rumble strips or pavement wedge texturing for payment and will consider them incidental to this bid item.

**SUBSECTION:** 403.04.07 Sawed Rumble Strips.  
**REVISION:** Add the following subsection:

403.04.07 Sawed Rumble Strips. The Department will measure the quantity in linear feet. When rolled in rumble strips are specified, the Department will not measure sawed rumble strips for payment and will consider them incidental to the asphalt mixture.

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<b>SUBSECTION:</b>	403.05 PAYMENT						
<b>REVISION:</b>	Add the following bid item:						
	<table border="0"> <thead> <tr> <th align="left"><u>Code</u></th> <th align="left"><u>Pay Item</u></th> <th align="left"><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>20362</td> <td>Shoulder Rumble Strips – Sawed</td> <td>Linear Foot</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	20362	Shoulder Rumble Strips – Sawed	Linear Foot
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>					
20362	Shoulder Rumble Strips – Sawed	Linear Foot					
<b>SUBSECTION:</b>	501.03.20 Opening to Public Traffic.						
<b>REVISION:</b>	Delete the last sentence of the first paragraph.						
<b>SUBSECTION:</b>	501.03.21 Tolerance in Pavement Thickness.						
<b>REVISION:</b>	Add the following:  Core the pavement as the Engineer directs.						
<b>SUBSECTION:</b>	501.04.06 Thickness.						
<b>REVISION:</b>	Add the following:  The Department will not measure coring for payment and will consider it incidental to the concrete pay items.						
<b>SUBSECTION:</b>	502.03 CONSTRUCTION.						
<b>PART:</b>	C) Curing and Protecting Pavement.						
<b>NUMBER:</b>	3)						
<b>REVISION:</b>	Replace the last sentence with the following:  The Department will allow permanent removal of the cover when the concrete attains the required opening strength of 3,000 psi.						
<b>SUBSECTION:</b>	502.03 CONSTRUCTION.						
<b>PART:</b>	D) Strength Testing and Opening to Traffic.						
<b>NUMBER:</b>	2) Testing.						
<b>REVISION:</b>	Replace the second paragraph with the following:  When the average compressive strength is 3,000 psi, the Department will allow the pavement to be opened to traffic and will test the remaining sets of cylinders at the required age. When the average compressive strength is less than 3,000 psi at the required age, do not open the pavement to traffic until the pavement has been in place for 7 days. The Engineer may accept the pavement based on additional testing.						
<b>SUBSECTION:</b>	503.03.09 Ride Quality.						
<b>REVISION:</b>	Replace parts 5) and 6) with the following:  5) Perform corrective work to achieve the required IRI by regrinding the entire width of the traffic lane at areas having a high IRI. The Engineer may exclude pavement areas where grinding alone will not correct deficiency. 6) The Department will create a strip chart when the test results show that the IRI is greater than 60 or upon request for lower IRI values.						
<b>SUBSECTION:</b>	601.03.02 Concrete Producer Responsibilities.						
<b>REVISION:</b>	Replace the first sentence with the following:  Use a concrete producer from the List of Approved Materials when the quantity of concrete delivered to the project in a plastic condition is 250 cubic yards or more.  Ensure that the concrete producer complies with the following requirements:						

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<b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> C) Quality Control. <b>REVISION:</b> Replace the first paragraph with the following:  Take full responsibility for the batch weight calculations and quality control of concrete mixtures at the plant. Ensure that the Level II concrete technician is present when work is in progress and is responsible for inspecting trucks, batch weight calculations, monitoring batching, making mixture adjustments, reviewing the slump, air content and unit weight tests, and monitoring the concrete temperature, all to provide concrete to the project conforming to specifications. A Level I concrete technician is responsible for testing production material for slump, entrained air, unit weight and temperature of the mixture. Ensure the technician performs all sampling and testing according to the appropriate Kentucky Methods.  Delete the third paragraph.
<b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> F) Records. <b>REVISION:</b> Retain all concrete technician records, test results and batch tickets pertaining to concrete produced for a Department project for at least 3 years after formal acceptance of the project. Make all records available to the Engineer and the Contractor on the project for review upon request.
<b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> G) Mix Designs. <b>REVISION:</b> Replace the last sentence of the first paragraph with the following:  Before producing any concrete for the project, submit a proposed mixture design to the Engineer and obtain the District Materials engineer's or the Central Office Material's approval.
<b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> G) Mix Designs. <b>NUMBER:</b> 1) New Mixture Designs. <b>REVISION:</b> Replace the first sentence with the following:  Base the proposed mix design on standard Department methods unless the District Materials Engineer, or Central Office Materials approves otherwise.
<b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> G) Mix Designs. <b>NUMBER:</b> 1) Changes in Approved Mix Designs. <b>REVISION:</b> Replace the second sentence with the following:  The District Materials Engineer or Central Office Materials will provide an average value of the specific gravity aggregate absorption.
<b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> G) Mix Designs. <b>NUMBER:</b> 3) Changes in Approved Mix Designs. <b>LETTER:</b> g) <b>REVISION:</b> Replace the fourth and fifth sentence with the following:  Central Office Materials will observe all phases of the trial batches. Have the producer submit a report containing mix proportions and test results for slump, air content, water/cement ratio, unit weight, and compressive strength for each trial batch to the Engineer for Central Office Materials review and approval.
<b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> G) Mix Designs. <b>NUMBER:</b> 2) Approval. <b>REVISION:</b> Replace the first sentence with the following:  The District Materials Engineer or Central Office Materials will base approval of the mixture design on the following criteria:

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<p><b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> G) Mix Designs. <b>NUMBER:</b> 3) Changes in Approved Mix Designs. <b>REVISION:</b> Replace the first sentence with the following:</p> <p style="padding-left: 40px;">Do not change the source of supply of the mixture ingredients without the District Materials Engineer's or Central Office Materials written permission.</p> <p style="padding-left: 40px;">Replace the third sentence with the following:</p> <p style="padding-left: 40px;">Upon the District Materials Engineer's or Central Office Materials written approval, the Department will allow the use of aggregate from the new source.</p>
<p><b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements. <b>PART:</b> A) Concrete. <b>TABLE:</b> INGREDIENT PROPORTIONS AND REQUIREMENTS FOR VARIOUS CLASSES OF CONCRETE <b>REVISION:</b> Under Class of Concrete replace "AAA<sup>(9)</sup>" with "AAA<sup>(8)</sup>"</p>
<p><b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements. <b>PART:</b> A) Concrete. <b>FOOTNOTE:</b> (6) <b>REVISION:</b> Add the following after the first sentence of the first paragraph:</p> <p style="padding-left: 40px;">For products with voids, the slump may be increased to 7 inches.</p> <p style="padding-left: 40px;">Replace the "0.3" requirement for Spring and Fall mix designs with "0.37".</p>
<p><b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements. <b>PART:</b> A) Concrete. <b>FOOTNOTE:</b> (7) <b>REVISION:</b> Replace with the following:</p> <p style="padding-left: 40px;">The precast fabricator may increase the slump of Class A concrete to a maximum of 7 inches provided the fabricator uses a high range water reducer (Type F and G) and maximum water/cement ratio of 0.46.</p>
<p><b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements. <b>PART:</b> E) Measuring. <b>NUMBER:</b> 3) Water. <b>REVISION:</b> Delete the last sentence of the second paragraph.</p>
<p><b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements. <b>PART:</b> E) Measuring. <b>NUMBER:</b> 4) Measuring Admixtures. <b>REVISION:</b> Replace with the following:</p> <p style="padding-left: 40px;">4) Measuring Admixtures. Introduce liquid admixtures into the concrete batch along with, or as part of, the mixing water. Keep air-entraining admixtures completely separate from all other admixtures until introduction into the batch. Maintain and equip dispensing equipment to ensure no chlorides are introduced into any Department mix.</p> <p style="padding-left: 40px;">Use approved dispensing equipment with a meter, gauge, or scale that can accurately be pre-set for the needed amount of admixture and can consistently deliver quantities of admixture to successive batches at any setting with satisfactory accuracy. The dispensing equipment must be visible to the batch operator if the actual dispensed amounts are not recorded on the computer batch ticket. Ensure admixture dispensers are inspected, calibrated and certified every 6 months.</p> <p style="padding-left: 40px;">The Department may allow admixtures to be added, to the truck, at the project site provided the Engineer's approval is obtained first.</p>

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<b>SUBSECTION:</b>	601.03.04 Classes and Primary Uses.
<b>REVISION:</b>	Add the following part:  R) Dry Cast. Precast units.
<b>SUBSECTION:</b>	601.03.05 Admixtures.
<b>REVISION:</b>	Replace the last sentence of the fourth paragraph with the following:  Store admixtures where the liquid temperatures can be maintained between 32 and 110 °F.
<b>SUBSECTION:</b>	601.03.09 Placing Concrete.
<b>PART:</b>	D) Weather Limitations and Protection.
<b>REVISION:</b>	Delete the last sentence of paragraph two.
<b>SUBSECTION:</b>	605.03 CONSTRUCTION.
<b>REVISION:</b>	Insert the following sentence after the first sentence:  Ensure all non-composite box beam concrete contains an approved corrosion inhibitor from the List of Approved Materials.
<b>SUBSECTION:</b>	605.03.03 Casting.
<b>REVISION:</b>	Delete the first sentence in the first paragraph.  Add the following after the first sentence of the third paragraph:  Do not vibrate Self-Consolidating Concrete (SCC).
<b>SUBSECTION:</b>	605.03.04 Tack welding.
<b>REVISION:</b>	Replace the first sentence with the following:  When tack welding steel reinforcement, use ASTM A 706 steel and conform to the following conditions.
<b>SUBSECTION:</b>	605.03.04 Tack Welding.
<b>NUMBER:</b>	3)
<b>REVISION:</b>	Replace the first sentence with the following:  Tack weld only at intersections of bars except do not tack weld in any bend or within 2 bar diameters of a bend.
<b>SUBSECTION:</b>	605.03.04 Tack Welding.
<b>NUMBER:</b>	5)
<b>REVISION:</b>	Replace the last sentence with the following:  Each sample must meet the minimum requirement for elongation, ductility, tensile and yield strength of the bar stock.
<b>SUBSECTION:</b>	605.03.04 Tack Welding.
<b>NUMBER:</b>	6)
<b>REVISION:</b>	Delete the last sentence.
<b>SUBSECTION:</b>	605.03.04 Tack Welding.
<b>REVISION:</b>	Change footnote “(4) (d)” to “(5)”
<b>SUBSECTION:</b>	605.03.07 Removal of Forms and Surface Finish.
<b>REVISION:</b>	Add the following sentence before the last sentence of the paragraph:  Finish dry cast products according to the Precast/Prestressed Concrete Manual.
<b>SUBSECTION:</b>	611.02.01 Concrete.
<b>REVISION:</b>	Replace with the following:  Conform to Subsections 601.02 and 601.03 and the Precast/Prestress Concrete Manual.
<b>SUBSECTION:</b>	611.03.02 Precast Unit Construction.
<b>REVISION:</b>	Replace “AASHTO C 1433” with “ASTM C 1433”



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<b>SUBSECTION:</b> <b>NUMBER:</b> <b>REVISION:</b>	611.03.02 Precast Unit Construction. 2) Replace with the paragraph with the following:  Mark all box culverts sections with the following information on the inside top of each section with letters no less than 2 inches high:  a) Span, rise, maximum and minimum design earth cover, and KY Table 3. b) Date of manufacture. c) Name and trademark of the manufacturer.  For entrance and exit box sections, indent the required information. Mark interior sections by indenting or with waterproof paint.
<b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b>	701.02.05 Backfill Materials. A) Granular Backfill. 1) Remove "A2" from the list of acceptable materials.
<b>SUBSECTION:</b> <b>REVISION:</b>	701.03.03 Pipe Bedding. Replace with the following:  701.03.03 Pipe Bedding.  A) Reinforced Concrete Pipe. Construct bedding according to the Standard Drawings and this section.  1) Type 1 Installation. When working on a rock foundation, place bedding to a depth of 6 inches or equal to $Bc/12$ , the pipe diameter in inches divided by 12, whichever is greater. For all other foundations, place a minimum of 4 inches of bedding. Shape the bedding to conform to the invert shape throughout the entire width and length of the proposed structure. Compact the bedding, but leave the center third of the pipe diameter ( $Bc/3$ ) uncompacted. Place and compact additional bedding material in lifts 6 inches or less to an elevation of 0.30 the culvert diameter.  2) Type 4 Installation. When working on a rock foundation, place bedding to a depth of 6 inches or equal to $Bc/12$ , the pipe diameter in inches divided by 12, whichever is greater. For all other foundations, place a minimum of 4 inches of bedding.  B) Corrugated Metal, Thermoplastic, and Structural Plate Pipe. Place and compact bedding to provide 4 inches of bedding below the outside invert of the pipe after shaping. Shape the bedding to conform to the invert shape throughout the entire width and length of the proposed structure. Place and compact additional bedding material in lifts 6 inches or less to an elevation of 0.30 the culvert diameter.
<b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b>	701.03.06 Initial Backfill. A) Reinforced Concrete Replace with the following:  A) Reinforced Concrete Pipe.  1) Type 1 Installation. When the top of the pipe is not within one pipe diameter of the subgrade, backfill with granular backfill, additional bedding material, or flowable fill from the top of the bedding to an elevation equal to 1/2 the pipe diameter, and either granular backfill, flowable fill, or embankment material in 6-inch lifts to an elevation of one-foot above the pipe.  2) Type 4 Installation. Backfill from the top of the bedding with granular backfill, flowable fill, or embankment material in 6-inch lifts to an elevation of one-foot above the pipe. The Department will allow Type 4 installations for median drains and pipe installations located 35 feet or more from the edge of shoulder, back of curb, or any paved surface.

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<b>SUBSECTION:</b>	701.05 PAYMENT.
<b>REVISION:</b>	Replace bid item “2599 Fabric-Geotextile, Type IV Square Yard” with “21433ES214 Fabric-Geotextile, Type IV for Pipe Square Yard <sup>(2)</sup> ”
	Replace foot note “** The unit bid price is \$2.00 per square yard for Geotextile Fabric, Type III” with “ <sup>(2)</sup> The unit price is \$2.00 per square yard for Fabric-Geotextile, Type IV for Pipe”
<b>SUBSECTION:</b>	710.02.15 Plastic Adjusting Rings.
<b>REVISION:</b>	Replace this section with:
	710.02.15 Plastic or Rubber Adjusting Rings. Provide plastic or rubber adjusting rings that are on the Department’s List of Approved Materials.
<b>SUBSECTION:</b>	710.03.03 Adjusted Small Drainage Structures.
<b>REVISION:</b>	Replace the last sentence of the first paragraph:
	For plastic or rubber adjusting rings, install and seal according to the manufacturer’s recommendations.
<b>SUBSECTION:</b>	711.02 MATERIALS.
<b>REVISION:</b>	Replace with the following:
	Conform to the Contract requirements.
<b>SUBSECTION:</b>	713.03 CONSTRUCTION.
<b>REVISION:</b>	Add the following after the third paragraph:
	Offset longitudinal lines at least 2 inches from longitudinal pavement construction joints. Offset longitudinal lane lines on multi-lane highways 2 inches towards the median.
<b>SUBSECTION:</b>	714.03.06 Proving Period for Durable Markings.
<b>PART:</b>	B) Failure.
<b>REVISION:</b>	Replace the first sentence with the following:
	During the proving period, the Department will consider markings defective when the retroreflectivity falls below the minimum required or the material fails to meet the other requirements of A) above. Additionally, when more than 10 percent of any one-mile section or individual gore area is defective, the Department will consider the entire section defective.
<b>SUBSECTION:</b>	716.03.08 Testing.
<b>REVISION:</b>	Replace “10 megohms” with “100 megohms”
<b>SUBSECTION:</b>	721.03 CONSTRUCTION.
<b>REVISION:</b>	Replace the third paragraph with the following:
	Install fence 18 inches inside the right-of-way line or in other locations specifically indicated.
<b>SUBSECTION:</b>	723.03 CONSTRUCTION.
<b>REVISION:</b>	Replace the first sentence of the fourth paragraph with the following:
	Set right-of-way markers within 12 inches of the right-of-way line.
<b>SUBSECTION:</b>	724.02.01 Plants.
<b>REVISION:</b>	Replace the reference “American Association of Nurserymen” with “American Nursery and Landscape Association”.
<b>SUBSECTION:</b>	801.01 REQUIREMENTS.
<b>REVISION:</b>	Add the following sentence after the third sentence of the first paragraph:
	Mills must request and be approved by the Department to supply cement with an SO <sub>3</sub> content above the value in Table 1 of ASTM C 150.
<b>SUBSECTION:</b>	804.01.03 Conglomerate Sand.
<b>REVISION:</b>	Replace second sentence of the paragraph with the following:
	Conglomerate sand may include some material which has been produced by crushing larger pieces of the parent material.

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<b>SUBSECTION:</b> 804.02 Approval. <b>REVISION:</b> Replace first sentence of the second paragraph with the following:  The Department will consider a source for inclusion on the Aggregate Source List when the aggregate producer complies with KM 64-608 and provides the following:
<b>SUBSECTION:</b> 804.03 Concrete. <b>REVISION:</b> Second sentence in first paragraph should be a separate paragraph immediately following the first and should read as follows:  Provide natural, crushed, or conglomerate sand. The Department will allow any combination of natural, crushed, or conglomerate sand when the combination is achieved in the concrete plant weigh hopper. The Engineer may allow other sands. Use natural or conglomerate sands as fine aggregates in concrete intended as a wearing surface for traffic. Conform to the following:
<b>SUBSECTION:</b> 804.04.03 Polish-Resistant Aggregate. <b>REVISION:</b> Add the following paragraph:  Provide a signed certification from the aggregate producer for the manufactured polish-resistant fine aggregate stating that the aggregate is supplied from the approved parent material as found on the Department's List of Approved Materials, Polish-Resistant Aggregate Source List and Guidelines on the Division of Materials' webpage.
<b>SUBSECTION:</b> 804.04.04 Requirements for Combined Aggregates. <b>PART:</b> D) Absorption. <b>REVISION:</b> Delete the first sentence and replace the second sentence with the following:  Provide total combined fine aggregates having a water absorption of no more than 4.0 percent.
<b>SUBSECTION:</b> 804.11 Sampling and Testing. <b>REVISION:</b> For Absorption (Fine Aggregate), replace method "AASHTO T 84" with "KM 64-605"
<b>SUBSECTION:</b> 805.02 Approval. <b>REVISION:</b> Replace first sentence of the second paragraph with the following:  The Department will consider a source for inclusion on the Aggregate Source List when the aggregate producer complies with KM 64-608 and provides the following:
<b>SUBSECTION:</b> 805.04.01 JPC Base, JPC Pavement, JPC Shoulders, and Concrete for Bridge Decks. <b>REVISION:</b> Replace the subsection heading and first sentence with the following:  805.04.01 JPC Base, JPC Pavement, JPC Shoulders, Concrete for Bridge Decks, and Precast Products.  Add the following paragraph:  Provide a signed certification from the aggregate producer for the approved freeze-thaw coarse aggregate stating that the aggregate is supplied from the approved parent material as found on the Department's List of Approved Materials and Concrete Aggregate Restriction List.
<b>SUBSECTION:</b> 805.04.01 JPC Base, JPC Shoulders, and Concrete for Bridge Decks. <b>PART:</b> 3) <b>REVISION:</b> Replace the "tests" with "test" in the last sentence.
<b>SUBSECTION:</b> 805.05.05 Polish-Resistant Aggregate. <b>REVISION:</b> Add the following paragraph:  Provide a signed certification from the aggregate producer for the manufactured polish-resistant coarse aggregate stating that the aggregate is supplied from the approved parent material as found on the Department's List of Approved Materials, Polish-Resistant Aggregate Source List and Guidelines on the Division of Materials' webpage.

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<b>SUBSECTION:</b> <b>REVISION:</b>	805.13.01 Cyclopean Stone Riprap and Channel Lining Class III. Replace the subsection with the following:  805.13.01 Cyclopean Stone Riprap and/or Channel Lining Class III. Provide material meeting the general requirements of Section 805. Ensure that 100 percent passes through a square opening of 16 inches by 16 inches, and no more than 20 percent passes through square openings of 8 inches by 8 inches. The Department may allow stones of smaller sizes for filling voids in the upper surface and dressing to the proper slope.
<b>SUBSECTION:</b> <b>TEST:</b> <b>REVISION:</b>	806.03.01 General Requirements. Dynamic Shear Replace the 100% pay range "5,000-5,500" with "0-5,500"
<b>SUBSECTION:</b> <b>REVISION:</b>	806.03.03 Modification. Replace the first sentence with the following:  Use only styrene-butadiene (SB) or styrene-butadiene-styrene (SBS) modifiers.
<b>SUBSECTION:</b> <b>REVISION:</b>	810.02 APPROVAL. Replace reference "KM 114" with "KM 115".
<b>SUBSECTION:</b> <b>REVISION:</b>	810.03.06 Identification and Markings. Delete the following text from the first paragraph:  "When the manufacturer has more than one plant, include the plant letter assigned by the Division of Materials after the date of manufacture as follows: L-Louisville N-London"  Delete the following paragraph:  "The Department will not require the certification on the shipment approval form to be notarized. The Department will not require the information under "Pipe Data" on the approval form when the manufacture's shipment ticket is attached and contains the necessary information."
<b>SUBSECTION:</b> <b>REVISION:</b>	811.02.01 Requirements. Replace the subsection with the following:  Furnish bar reinforcement for bridges, cast-in-place culverts, and cast-in-place retaining walls that conforms to ASTM A 615 (billet) or ASTM A 996 (rail). ASTM A 706 steel is acceptable with prior approval of the Division of Materials. Do not weld any steel bar reinforcement unless it is ASTM A 706 rebar. The Engineer will accept rail steel bar reinforcement in straight lengths only. Do not use rail steel reinforcement where field bending is allowed or required.
<b>SUBSECTION:</b> <b>REVISION:</b>	811.09.02 Dowel Bars. Replace the reference to "ASTM A 616" with "ASTM A 996"  Insert the following sentence between the third and fourth sentence of the first paragraph:  Broken or sheared ends are acceptable with prior approval of the Division of Materials.
<b>SUBSECTION:</b> <b>REVISION:</b>	811.06 BAR MATS. Replace the subsection with the following:  Conform to ASTM A 184 and fabricate by welding deformed Grade 60 weldable bars.
<b>SUBSECTION:</b> <b>REVISION:</b>	811.09.02 Dowel Bars. Replace the first paragraph with the following:  Furnish dowel bars that are plain round bars conforming to ASTM A 706, A 615, A 996, or A 617 with respect to mechanical properties only. Provide either Grade 40, 50 or 60 steel. Saw cut the free ends of the dowels and ensure that they are free of burrs or projections. Broken or sheared ends are acceptable with prior approval of the Division of Materials. Coat dowel bars according to AASHTO M 254 with the following exceptions for Type B coatings:

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<b>SUBSECTION:</b>	811.10.02 Epoxy Coating Material.																												
<b>REVISION:</b>	Replace both the reference to “ASTM D 3963 Annex” and “ASTM D 3963” with “AASHTO M 284”.																												
<b>SUBSECTION:</b>	812.01.02 Hot-Rolled Carbon Steel Sheets and Strip of Structural Quality, Grade 33 (Corrugated Steel Plank for Bridge Floors).																												
<b>REVISION:</b>	Replace the reference to “ASTM A 570” with “ASTM A 1011”																												
<b>SUBSECTION:</b>	827.04 SEED.																												
<b>REVISION:</b>	Replace with the following:  827.04 SEED. Conform to the requirements outlined in the “Kentucky Seed Law and Provisions for Seed Certification in Kentucky” and the “Regulations under the Kentucky Seed Law”, with following exceptions:  <ol style="list-style-type: none"> <li>1) Obtain seed only through registered dealers that are permitted for labeling of seed.</li> <li>2) Ensure all deliveries and shipments of premixed seed are accompanied with a master blend sheet.</li> <li>3) Ensure all bags and containers have an acceptable seed tag attached.</li> <li>4) The Department may sample the seed at the job site at any time.</li> </ol> <p>Do not use seed (grasses, native grasses, and legumes) if the weed seed is over one percent, total germination (including hard seed) is less than 80 percent, if the seed test date is over 9 months old exclusive of the month tested, or if the limits of noxious weed seed is exceeded.</p> <p>Ensure that noxious weed seeds contained in any seed or seed mixture does not exceed the maximum permitted rate of occurrence per pound.</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Name of Kind</u></th> <th style="text-align: right;"><u>Max. No. Seeds (per pound)*</u></th> </tr> </thead> <tbody> <tr> <td>Balloon Vine (<i>Cardiospermum halicacabum</i>)</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Purple Moonflower (<i>Ipomoea turbinata</i>)</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Canada Thistle (<i>Cirsium Arvense</i>)</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Johnsongrass (<i>Sorghum halepense</i> and <i>Sorghum almum</i> and perennial rhizomatous derivatives of these species)</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Quackgrass (<i>Elytrigia Repens</i>)</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Annual Bluegrass (<i>Poa annua</i>)</td> <td style="text-align: right;">120</td> </tr> <tr> <td>Buckhorn Plantain (<i>Plantago lanceolata</i>)</td> <td style="text-align: right;">120</td> </tr> <tr> <td>Corncockle (<i>Agrostemma githago</i>)</td> <td style="text-align: right;">18</td> </tr> <tr> <td>Dodder (<i>Cuscuta</i> spp.)</td> <td style="text-align: right;">18</td> </tr> <tr> <td>Giant Foxtail (<i>Setaria faberii</i>)</td> <td style="text-align: right;">18</td> </tr> <tr> <td>Oxeye Daisy (<i>Chrysanthemum leucanthemum</i>)</td> <td style="text-align: right;">120</td> </tr> <tr> <td>Sorrel (<i>Rumex acetosella</i>)</td> <td style="text-align: right;">120</td> </tr> <tr> <td>Wild Onion and Wild Garlic (<i>Allium</i> spp.)</td> <td style="text-align: right;">18</td> </tr> </tbody> </table> <p>* Seed or seed mixtures that contain in excess of 120 total noxious seeds per pound is prohibited</p> <p>Wildflower seed shall not be planted until approved by the MCL.</p>	<u>Name of Kind</u>	<u>Max. No. Seeds (per pound)*</u>	Balloon Vine ( <i>Cardiospermum halicacabum</i> )	0	Purple Moonflower ( <i>Ipomoea turbinata</i> )	0	Canada Thistle ( <i>Cirsium Arvense</i> )	0	Johnsongrass ( <i>Sorghum halepense</i> and <i>Sorghum almum</i> and perennial rhizomatous derivatives of these species)	0	Quackgrass ( <i>Elytrigia Repens</i> )	0	Annual Bluegrass ( <i>Poa annua</i> )	120	Buckhorn Plantain ( <i>Plantago lanceolata</i> )	120	Corncockle ( <i>Agrostemma githago</i> )	18	Dodder ( <i>Cuscuta</i> spp.)	18	Giant Foxtail ( <i>Setaria faberii</i> )	18	Oxeye Daisy ( <i>Chrysanthemum leucanthemum</i> )	120	Sorrel ( <i>Rumex acetosella</i> )	120	Wild Onion and Wild Garlic ( <i>Allium</i> spp.)	18
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<b>REQUIREMENTS FOR SEEDS</b>			
	Purity (Min. %)	Germination (Min. %) Including Hard Seed and Dormant Seed	Hard Seed (Max. %) Allowed in Germination
<b>Grasses</b>			
Bentgrass ( <i>Argrostis palustris</i> )	98	85	-
Bermudagrass, common ( <i>Cynodon dactylon</i> )	97	85	-
Bluegrass, Kentucky ( <i>Poa pratensis</i> )	98	85	-
Brome, smooth ( <i>Bromus inermis</i> )	95	80	-
Canarygrass, reed ( <i>Phalaris arundinacea</i> )	95	80	-
Fescue, chewings ( <i>Festuca rubra</i> var. <i>commutata</i> )	97	85	-
Fescue, hard ( <i>Festuca trachyphlla</i> )	97	85	-
Fescue, meadow ( <i>Festuca elatior</i> )	97	85	-
Fescue, red ( <i>Festuca rubra</i> )	97	85	-
Fescue, tall ( <i>Festuca arundinacca</i> )	97	85	-
Orchardgrass ( <i>Dactylis glomerata</i> )	97	85	-
Redtop ( <i>Agrostis alba</i> )	95	80	-
Ryegrass, annual, common or Italian ( <i>Lotium multiflorum</i> )	97	85	-
Ryegrass, perennial ( <i>Lolium perenne</i> )	97	85	-
Lovegrass, Weeping ( <i>Eragrostic curvula</i> )	96	80	-
Oat ( <i>Avena Sativa</i> )	98	85	-
Rye ( <i>Secale cereale</i> )	98	85	-
Timothy ( <i>Phleum pratense</i> )	98	85	-
Wheat, common ( <i>Triticum aestivum</i> )	98	85	-
<b>Legumes</b>			
Alfalfa ( <i>Medicago sativa</i> )	98	85	25
Clover, alsike ( <i>Trifolium hybridum</i> )	97	85	25
Clover, ladino ( <i>Trifolium repens</i> )	98	85	25
Clover, white ( <i>Trifolium repens</i> )	98	85	25
Crownvetch ( <i>Coronilla varia</i> )	97	85	25
Lespedeza, Korean ( <i>Lespedeza stipulacea</i> )	97	85	20
Lespedeza, Sericea ( <i>Lespedeza cuneata</i> )	97	85	20
Sweetclover, white ( <i>Melilotus alba</i> )	98	85	25
Sweetclover, yellow ( <i>Melilotus officinalis</i> )	98	85	25
Trefoil, birdsfoot ( <i>Lotus corniculatus</i> )	97	85	25
<b>Native Grasses</b>			
Little Bluestem ( <i>Schizachyrium scoparium</i> )	85	80	-
Big Blustem ( <i>Andropogon gerardii</i> )	85	80	-
Indian Grass ( <i>Sorghastrum nutans</i> )	85	80	-
Switchgrass ( <i>Panicum virgatum</i> )	85	80	-

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<b>SUBSECTION:</b> <b>REVISION:</b>	827.07 EROSION CONTROL BLANKET. Replace the subsection with the following:  227.07 EROSION CONTROL BLANKET. Use a blanket from the Department's List of Approved Materials. Blankets must be machine constructed with two-sided netting filled with curled wood fiber mat, straw, or a straw and coconut fiber combination. Ensure the blanket is smolder resistant without the use of chemical additives.  A) Dimensions. Furnish in strips either 4 or 8 feet wide and at least 50 feet long. B) Weight.  1) Curled Wood Fiber. Ensure a minimum mass per unit area of 7.25 ounce per square yard according to ASTM D 6475. 2) Straw. Ensure a minimum mass per unit area of 7.5 ounce per square yard according to ASTM D 6475. 3) Straw/Coconut Fiber. Ensure a minimum mass per unit area of 6.75 pounds per square yard according to ASTM D 6475.  C) Fill. Ensure the fill is evenly distributed throughout the blanket.  1) Curled Wood Fiber. Use curled wood fiber of consistent thickness with at least 80 percent of its fibers 6 inches or longer in length. 2) Straw. Use only weed free agricultural straw. 3) Straw/Coconut Fiber. Conform to the straw requirements above and ensure the coconut fiber is evenly distributed throughout the blanket and accounts for 30% or more of the fill.  D) Netting. Use photodegradable extruded plastic mesh or netting, with a maximum spacing width of one inch square, on both sides of the blanket. Secure the netting by stitching or other method to ensure the blanket retains its integrity. E) Staples. Use steel wire U-shaped staples with a minimum diameter of 0.09 inches (11 gauge), a minimum width of one inch, and a minimum length of 6 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils. Provide staples with colored tops when requested by the Engineer. F) Performance.  1) C-Factor. Ensure the ratio of soil loss from protected slope to ratio of soil loss from unprotected is $\leq 0.15$ for a slope of 3:1 when tested according to ECTC method 2. 2) Shear Stress. Ensure the blanket can sustain a minimum shear stress of 1.75 pounds per square foot without physical damage or excess erosion ( $> 0.5$ inches soil loss) when tested according to ECTC Method 3.
<b>SUBSECTION:</b> <b>REVISION:</b>	828.02 APPROVAL. Add the following:  The Department will continue to include the masonry coatings on the list contingent upon receiving an annual certification containing the following information:  1) A statement that the masonry coating to be furnished during the particular calendar year is of the same composition as that previously approved for inclusion on the approved list. 2) A statement that the masonry coating conforms to the appropriate requirements of the Kentucky Standard Specifications for Road and Bridge Construction. 3) A statement that notification will be made to the Division of Materials of any changes in composition for review and approval before furnishing the material to projects.
<b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b>	843.01.02 Acceptance Procedures for Non-Specification Fabric. GRAB STRENGTH PAYMENT REDUCTION Add the following note:  The Department will use the lowest value of MACHINE and CROSS for the reduction calculation.

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<b>SUBSECTION:</b> 844.02.01 Fly Ash. <b>PART:</b> 1) <b>REVISION:</b> Delete the last sentence.
<b>SUBSECTION:</b> 844.02.01 Fly Ash. <b>REVISION:</b> Replace the subsection with the following:  844.02.01 Fly Ash. Select from the Department's List of Approved Materials for fly ash sources. To be placed on the list, furnish samples and ASTM C 618 test data developed over the previous 3 months, and confirm to the requirements in KM 64-325.



10U

## SPECIAL NOTE FOR RIGHT-OF-WAY MONUMENTS

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

**1.0 DESCRIPTION.** Furnish and install right-of-way monuments at the location and with the type shown on the plans.

**2.0 MATERIALS.** Furnish Aluminum Alloy monuments specified on the Standard Drawing.

**3.0 CONSTRUCTION.** Install right-of-way monuments at the earliest opportunity on a project as determined by the project manager. Install right-of-way monuments under the direct supervision of a Kentucky Licensed Professional Land Surveyor.

Establish right-of-way monuments from existing Primary or Supplemental control monuments with an accuracy of 1:15,000 or greater.

Place right-of-way monument information on a Control Monument Information Sheet (Exhibit 300-04 of the Highway Design Manual) provided by the Department. Place the completed Control Monument Information Sheet in a final survey report. Completely fill out the Control Monument Information Sheet, including the signature and registration number of the Kentucky Licensed Professional Land Surveyor in charge of the monumentation. Submit the Final Survey Report to the KYTC Survey Coordinator in the Division of Highway Design and the Engineer.

Reset all monuments disturbed or destroyed during or prior to construction, with the same accuracy as stated previously. Update the Control Monument Information Sheet with any new data and include in the Final Survey Report. Ensure the Kentucky Licensed Professional Land Surveyor in charge of the re-monumentation signs and places his registration number on the updated Control Monument Information Sheet. Submit the updated Final Survey Report to the KYTC Survey Coordinator in the Division of Highway Design, the Engineer, and the Kentucky Licensed Professional Land Surveyor who set the original monuments.

Right-of-way monuments that cannot be established at the planned location due to inaccessibility should be witnessed by a witness right-of-way monument on both lines and labeled as such (see Standard Drawing).

Use a 6-foot long orange witness post to aid in locating right-of-way monuments. Set the witness post within the public right-of-way and within one foot of the monument location. Label the witness post to denote that the point is KYTC right-of-way (See Standard Drawing).

**4.0 MEASUREMENT AND PAYMENT.** The Department will measure the quantity by each individual unit.

**5.0 PAYMENT.** 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>
2429	Right-of-Way Monument, Type 1	Each
2430	Right-of-Way Monument, Type 1A	Each
2431	Witness R/W Monument Type 2	Each
2432	Witness Post	Each

December 13, 2005

## **PART III**

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

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

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ATTACHMENTS

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

#### 1. General:

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

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

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

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

## 2. Classification:

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

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

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

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

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

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

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

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

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

## 3. Payment of Fringe Benefits:

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

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

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

### a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

**6. Withholding:**

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

**7. Overtime Requirements:**

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

**8. Violation:**

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

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

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

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

## V. STATEMENTS AND PAYROLLS

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

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

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

### 2. Payrolls and Payroll Records:

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

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

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

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

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

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

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of 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.

\* \* \* \* \*

**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.

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**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**

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

Ballard, Butler, Caldwell, Carlisle, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Union & Webster Counties:

Bricklayers .....25.25.....10.20

Allen, Calloway, Christian, Logan, Simpson, Todd, Trigg & Warren Counties:

Bricklayers .....25.10.....1.60

All Counties:

Carpenters .....23.60.....8.97

Divers .....35.78.....8.97

Piledrivermen .....23.85.....8.97

Butler, Edmonson, Logan, Todd & Warren Counties:

Electricians .....25.91.....23.5% + 4.55

Allen & Simpson Counties:

Electricians .....15.85.....4.115

Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton (Except a 5 mile radius of City Hall in Fulton), Graves, Hickman, Livingston, Lyon, Marshall, McCracken & Trigg Counties:

Electricians:

Electricians .....26.57.....24% + 5.15

Cable Splicers .....26.32.....24% + 5.15

Daviess, Hancock, Henderson, Hopkins, McLean, Muhlenberg, Ohio, Union & Webster Counties:

Electricians:

Electricians .....25.12.....26.125% + 5.35

Heilarc Welding & Cable Splicing .....25.37.....26.125% + 5.35

Fulton County (Up to a 5 mile radius of City Hall in Fulton):

Electricians .....18.50.....9.99

Cable Splicers .....19.00.....9.99

Butler County (Eastern eighth, including the Townships of Decker, Lee & Tilford);

Edmonson County (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden):

Ironworkers:

Structural; Ornamental; Reinforcing;

Precast Concrete Erectors .....23.49.....14.80

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

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

Butler County (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, and South Hill & Welchs Creek); Caldwell County (Northeastern third, including the Township of Creswell); Christian County (Northern third, including Townships of Apex, Crofton, Kelly, Mannington and Wynns); Crittenden County (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove and Tribune); Muhlenberg County (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Moorman, Millport, Nelson, Paradise, Powderly, South Carrollton, Tarina and Weir);

Daviess, Hancock, Henderson, Hopkins, McLean, Ohio, Union and Webster Counties:

Ironworkers .....	23.50.....12.475
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Butler County (Southern third, including the Townships of Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar Grove and Woodbury);

Christian County (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke and Thompsonville);

Edmonson County (Southern fourth, including the Townships of Chalybeate & Rocky Hill);

Muhlenberg County (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood);

Allen, Logan, Simpson, Todd and Warren Counties:

Ironworkers .....	19.58.....8.57
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Caldwell County (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond and Princeton);

Christian County (Western third, excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke and Thompsonville);

Crittenden County (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan and Told);

Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, McCracken and Trigg Counties:

Ironworkers

Projects with a total contract cost of \$20,000,000.00 or above

.....	23.50.....13.55
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All other work.....	22.20.....12.49
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Allen, Butler, Edmonson, Logan, Simpson & Warren Counties:

Millwrights.....	23.25.....13.52
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**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

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

Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Lyon, Marshall, McCracken, Todd & Trigg Counties:

Millwrights:.....21.75.....12.68

Daviess, Hancock, Henderson, McLean, Muhlenberg, Ohio, Union & Webster Counties:

Millwrights:.....21.83.....12.75

Ballard County:

Painters:

Bridges and Dams .....27.09.....10.18

All Other Work .....22.79.....10.18

Spray, Blast, Steam, High and Hazardous (Including Lead Abatement) and All Epoxy – 1.00 Premium.

Edmonson County:

Painters:

Brush & Roller .....17.37.....8.32

Spray, Sandblast, Power Tools,  
Waterblast & Steam Cleaning.....17.87.....8.32

Daviess, Hancock, Henderson, McLean, Ohio, Union & Webster Counties:

Painters:

Bridges, Locks & Dams:

GROUP 1 .....24.00.....9.48

GROUP 2 .....24.25.....9.48

GROUP 3 .....25.00.....9.48

GROUP 4 .....26.00.....9.48

All Other Work:

GROUP 1 .....22.85.....9.48

GROUP 2 .....23.10.....9.48

GROUP 3 .....23.85.....9.48

GROUP 4 .....24.85.....9.48

**PAINTER CLASSIFICATIONS**

GROUP 1 – Brush & Roller

GROUP 2 – Plasterers

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

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

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

<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
Allen, Butler, Logan, Muhlenberg, Simpson, Todd & Warren Counties:	
Painters:	
Bridges, Locks & Dams	
Brush & Roller .....	21.03 ..... 6.80
Bridges, Locks & Dams	
Spray; Sandblast; Power Tools; Waterblast & Steam	
Cleaning .....	22.03 ..... 6.80
All Other Work	
Brush & Roller .....	17.03 ..... 6.80
All Other Work	
Spray; Sandblast; Power Tools; Waterblast & Steam	
Cleaning .....	18.03 ..... 6.80
All Other Work – High Time Pay	
Over 35 feet (up to 100 feet) - \$1.00 above base wage	
100 feet and over - \$2.00 above base wage	
During spray painting and sandblasting operations, pot tenders shall receive the same wage rates as the spray painter or nozzle operator	
Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Lyon, Marshall, McCracken & Trigg Counties:	
Painters:	
Bridges and Dams .....	24.00 ..... 8.30
All Other Work .....	17.75 ..... 8.30
Waterblasting units with 3500 PSI and above - \$.50 premium	
Spraypainting and all abrasive blasting - \$1.00 premium	
Work 40 ft. and above ground level - \$1.00 premium	
Allen, Butler, Edmonson, Simpson, Warren Counties:	
Plumber/Pipefitter .....	27.20 ..... 12.47
Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, McCracken & Trigg Counties:	
Plumbers & Steamfitters .....	26.33 ..... 12.05
Allen, Butler, Edmonson, Simpson & Warren Counties:	
Plumbers & Steamfitters .....	27.20 ..... 12.47
Daviss, Hancock, Henderson, Hopkins, Logan, McLean, Muhlenberg, Ohio, Todd, Union & Webster Counties:	
Plumbers & Pipefitters .....	24.42 ..... 11.15
Welders - Receive rate for craft in which welding is incidental.	

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

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**LABORERS:**

Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Livingston, Lyon, Marshall and McCracken Counties:

GROUP 1 - Aging & curing of concrete, asbestos abatement worker, asphalt plant, asphalt, batch truck dump, carpenter tender, cement mason tender, cleaning of machines, concrete, demolition, dredging, environmental -nuclear radiation, toxic & hazardous waste - Level D, flagperson, grade checker, hand digging & hand back filling, highway marker placer, landscaping, mesh handler & placer, puddler, railroad, rip-rap & grouter, right-of-way, sign, guard rail & fence installer, signal person, sound barrier installer, storm & sanitary sewer, swamper, truck spotter & dumper & wrecking of concrete forms, general cleanup.

**BASE RATE**.....18.40  
**FRINGE BENEFITS** .....9.21

GROUP 2 - Batter board man (sanitary & storm sewer), brickmason tender, mortar mixer operator, scaffold builder, burner & welder, bushhammer, chain saw operator, concrete saw operator, deckhand scow man, dry cement handler, environmental - nuclear, radiation, toxic & hazardous waste - Level C, forklift operator for masonry, form setter, green concrete cutting, hand operated grouter & grinder machine operator, jackhammer, pavement breaker, paving joint machine, pipelayer, plastic pipe fusion, power driven georgia buggy & wheel barrow, power post hole digger, precast manhole setter, walk-behind tamper, walk-behind trencher, sand blaster, concrete chipper, surface grinder, vibrator operator and wagon driller.

**BASE RATE**.....18.65  
**FRINGE BENEFITS** .....9.21

GROUP 3 - Asphalt luteman & raker, gunnite nozzleman, gunnite operator & mixer, grout pump operator, blaster, side rail setter, rail paved ditches, screw operator, tunnel (free air), and water blaster .

**BASE RATE**.....18.70  
**FRINGE BENEFITS** .....9.21

GROUP 4 - Caisson worker (free air), cement finisher, environmental - nuclear, radiation, toxic & hazardous waste - levels A & B, miner & driller (free air), tunnel blaster and tunnel mucker (free air), directional & horizontal boring, air track drillers (all types), powderman & blasters, troxler & concrete tester if laborer is utilized.

**BASE RATE**.....19.30  
**FRINGE BENEFITS** .....9.21

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

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**LABORERS:**

Allen, Butler, Caldwell, Christian, Daviess, Edmonson, Hancock, Hopkins, Logan, McLean, Muhlenberg, Ohio Simpson, Todd, Trigg and Warren Counties;

GROUP 1 - Aging & curing of concrete, asbestos abatement worker, asphalt plant, asphalt, batch truck dump, carpenter tender, cement mason tender, cleaning of machines, concrete, demolition, dredging, environmental -nuclear radiation, toxic & hazardous waste - Level D, flagperson, grade checker, hand digging & hand back filling, highway marker placer, landscaping, mesh handler & placer, puddler, railroad, rip-rap & grouter, right-of-way, sign, guard rail & fence installer, signal person, sound barrier installer, storm & sanitary sewer, swamper, truck spotter & dumper & wrecking of concrete forms, general cleanup.

**BASE RATE**.....19.18  
**FRINGE BENEFITS** .....8.43

GROUP 2 - Batter board man (sanitary & storm sewer), brickmason tender, mortar mixer operator, scaffold builder, burner & welder, bushhammer, chain saw operator, concrete saw operator, deckhand scow man, dry cement handler, environmental - nuclear, radiation, toxic & hazardous waste - Level C, forklift operator for masonry, form setter, green concrete cutting, hand operated grouter & grinder machine operator, jackhammer, pavement breaker, paving joint machine, pipelayer, plastic pipe fusion, power driven georgia buggy & wheel barrow, power post hole digger, precast manhole setter, walk-behind tamper, walk-behind trencher, sand blaster, concrete chipper, surface grinder, vibrator operator and wagon driller.

**BASE RATE**.....19.43  
**FRINGE BENEFITS** .....8.43

GROUP 3 - Asphalt luteman & raker, gunnite nozzleman, gunnite operator & mixer, grout pump operator, blaster, side rail setter, rail paved ditches, screw operator, tunnel (free air), and water blaster .

**BASE RATE**.....19.48  
**FRINGE BENEFITS** .....8.43

GROUP 4 - Caisson worker (free air), cement finisher, environmental - nuclear, radiation, toxic & hazardous waste - levels A & B, miner & driller (free air), tunnel blaster and tunnel mucker (free air), directional & horizontal boring, air track drillers (all types), powderman & blasters, troxler & concrete tester if laborer is utilized.

**BASE RATE**.....20.08  
**FRINGE BENEFITS** .....8.43

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

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**LABORERS:**

Crittenden, Henderson, Union and Webster Counties:

GROUP 1 - Aging & curing of concrete, asbestos abatement worker, asphalt plant, asphalt, batch truck dump, carpenter tender, cement mason tender, cleaning of machines, concrete, demolition, dredging, environmental -nuclear radiation, toxic & hazardous waste - Level D, flagperson, grade checker, hand digging & hand back filling, highway marker placer, landscaping, mesh handler & placer, puddler, railroad, rip-rap & grouter, right-of-way, sign, guard rail & fence installer, signal person, sound barrier installer, storm & sanitary sewer, swamper, truck spotter & dumper & wrecking of concrete forms, general cleanup.

**BASE RATE** .....19.56  
**FRINGE BENEFITS** .....8.05

GROUP 2 - Batter board man (sanitary & storm sewer), brickmason tender, mortar mixer operator, scaffold builder, burner & welder, bushhammer, chain saw operator, concrete saw operator, deckhand scow man, dry cement handler, environmental - nuclear, radiation, toxic & hazardous waste - Level C, forklift operator for masonry, form setter, green concrete cutting, hand operated grouter & grinder machine operator, jackhammer, pavement breaker, paving joint machine, pipelayer, plastic pipe fusion, power driven georgia buggy & wheel barrow, power post hole digger, precast manhole setter, walk-behind tamper, walk-behind trencher, sand blaster, concrete chipper, surface grinder, vibrator operator and wagon driller.

**BASE RATE** .....19.81  
**FRINGE BENEFITS** .....8.05

GROUP 3 - Asphalt luteman & raker, gunnite nozzleman, gunnite operator & mixer, grout pump operator, blaster, side rail setter, rail paved ditches, screw operator, tunnel (free air), and water blaster .

**BASE RATE** .....19.86  
**FRINGE BENEFITS** .....8.05

GROUP 4 - Caisson worker (free air), cement finisher, environmental - nuclear, radiation, toxic & hazardous waste - levels A & B, miner & driller (free air), tunnel blaster and tunnel mucker (free air), directional & horizontal boring, air track drillers (all types), powderman & blasters, troxler & concrete tester if laborer is utilized.

**BASE RATE** .....20.08  
**FRINGE BENEFITS** .....8.05

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

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**TEAMSTERS:**

Truck Drivers:

Allen, Butler, Edmonson, Logan, Simpson & Warren Counties:

Greaser, tire changer.

**BASE RATE** .....17.54  
**FRINGE BENEFITS** .....10.84

Truck Mechanic.

**BASE RATE** .....17.87  
**FRINGE BENEFITS** .....10.84

Single Axle Dump, Flat Bed, all Terrain vehicles when used to haul materials, Semi Trailer or Pole Trailer when used to pull building materials and equipment, Tandem Axle Dump, Driver of Distributors, Mixer all types.

**BASE RATE** .....17.94  
**FRINGE BENEFITS** .....10.84

Winch and A-frame when used in transporting materials, Ross Carrier, Fork Lift when used to transport building materials, Driver on Pavement Breaker.

**BASE RATE** .....17.95  
**FRINGE BENEFITS** .....10.84

Euclid and other Heavy Earth Moving Equipment, Low Boy, Articulator Cat, Five Axle Vehicle.

**BASE RATE** .....18.00  
**FRINGE BENEFITS** .....10.84

Ballard, Calloway, Caldwell, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, McCracken, Todd & Trigg Counties:  
Greaser, Tire Changer.

**BASE RATE** .....23.89  
**FRINGE BENEFITS** .....4.15

Truck Mechanic.

**BASE RATE** .....24.12  
**FRINGE BENEFITS** .....4.15

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

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**TEAMSTERS:** (continue)

Single Axle Dump, Flat Bed, all Terrain vehicles when used to haul materials, Semi Trailer or Pole Trailer when used to pull building materials and equipment, Tandem Axle Dump, Driver of Distributor, Mixer all types.

**BASE RATE** .....24.19  
**FRINGE BENEFITS** .....4.15

Euclid, other Heavy Earth Moving Equipment, Low Boy, Articulator Cat, Five Axle Vehicle, Winch & A-Frame when used in transporting materials, Ross Carrier.

**BASE RATE** .....24.20  
**FRINGE BENEFITS** .....4.15

Daviess, Hancock, Henderson, Hopkins, McLean, Muhlenberg, Ohio, Union & Webster Counties: Greaser, Tire Changer.

**BASE RATE** .....19.23  
**FRINGE BENEFITS** .....9.20

Truck Mechanic.

**BASE RATE** .....19.46  
**FRINGE BENEFITS** .....9.20

Single Axle Dump, Flat Bed, all Terrain Vehicle when used to haul materials, Semi Trailer or Pole Trailer when used to pull building materials and equipment, Tandem Axle Dump, Driver of Distributors, Mixer all types.

**BASE RATE** .....19.53  
**FRINGE BENEFITS** .....9.20

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

**BASE RATE** .....19.54  
**FRINGE BENEFITS** .....9.20

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

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**OPERATING ENGINEERS:**

A-frame Winch Truck, Auto Patrol, Backfiller, Batcher Plant, Bituminous Paver, Bituminous Transfer Machine, Boom Cat, Bulldozer, Mechanic, Cableway, Carry-All Scoop, Carry Deck Crane, Central Compressor Plant, 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, Mechanic; 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, Truck Crane, Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment.

**BASE RATE** .....22.95  
**FRINGE BENEFITS** .....11.90

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

**BASE RATE** .....20.53  
**FRINGE BENEFITS** .....11.90

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

**BASE RATE** .....20.91  
**FRINGE BENEFITS** .....11.90



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

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**OPERATING ENGINEERS:** (continued)

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

**BASE RATE** .....20.27  
**FRINGE BENEFITS** .....11.90

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

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

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

These rates are listed pursuant to the Kentucky Determination No. CR-05-IHWY dated May 16, 2006 and/or Federal Decision No. KY20070025 dated February 9, 2007, modification #1 dated February 16, 2007 and modification #2 dated March 9, 2007.

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

**Wage violations or questions should be directed to the designated Engineer or the undersigned.**

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>
5.2%	6.9%

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

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

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

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

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

### **STATEMENT OF INCOMPLETE WORK**

STATEMENT OF INCOMPLETED WORK

All active prime contracts must be reported. This includes prime contracts with public and private owners and joint-ventured contracts. The names of the joint venturers must be shown when reporting these projects. A machine or typed listing reporting the status of each contract is acceptable when attached to this report; however, the total amounts on the itemized listing must be reported in the space provided below:

CONTRACT WITH	PROJECT IDENTIFICATION	PRIME CONTRACT AMOUNT	EARNINGS THROUGH LAST APPROVED ESTIMATE	TOTAL AMOUNT OF WORK REMAINING
TOTAL (Attach Summary if not itemized above)		\$	\$	\$

**PART VI**

**BID ITEMS**



**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 1

**Contract ID: 07-1220**

MCCRACKEN COUNTY

HSIP 7634 (004)

Letting: 5/25/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		ROADWAY			.	.
0010	00003	CRUSHED STONE BASE	4,699.00	TON	.	.
0020	00190	LEVELING & WEDGING PG64-22	206.00	TON	.	.
0030	00212	CL2 ASPH BASE 1.00D PG64-22	5,455.00	TON	.	.
0040	00307	CL2 ASPH SURF 0.38B PG64-22	1,235.00	TON	.	.
0050	00440	ENTRANCE PIPE-15 INCH	176.00	LF	.	.
0060	00454	ENTRANCE PIPE-30 INCH EQUIV	96.00	LF	.	.
0070	00521	STORM SEWER PIPE-15 INCH	755.00	LF	.	.
0080	00522	STORM SEWER PIPE-18 INCH	459.00	LF	.	.
0090	00524	STORM SEWER PIPE-24 INCH	603.00	LF	.	.
0100	01310	REMOVE PIPE	548.00	LF	.	.
0110	01370	METAL END SECTION TY 1-15 INCH	11.00	EACH	.	.
0120	01373	METAL END SECTION TY 1-24 INCH	1.00	EACH	.	.
0130	01374	METAL END SECTION TY 1-30 INCH	3.00	EACH	.	.
0140	01456	CURB BOX INLET TYPE A	6.00	EACH	.	.
0150	01490	DROP BOX INLET TYPE 1	4.00	EACH	.	.
0160	01496	DROP BOX INLET TYPE 3	5.00	EACH	.	.
0170	01577	DROP BOX INLET TYPE 14	7.00	EACH	.	.
0180	01651	JUNCTION BOX-MODIFIED	1.00	EACH	.	.
0190	01789	RECONSTRUCT MANHOLE	3.00	EACH	.	.
0200	01792	ADJUST MANHOLE	5.00	EACH	.	.
0210	01810	STANDARD CURB AND GUTTER	1,623.00	LF	.	.
0220	01875	STANDARD HEADER CURB	210.00	LF	.	.
0230	02091	REMOVE PAVEMENT	1,858.00	SQYD	.	.
0240	02101	CEM CONC ENT PAVEMENT-8 INCH	859.00	SQYD	.	.
0250	02200	ROADWAY EXCAVATION	3,474.00	CUYD	.	.
0260	02223	GRANULAR EMBANKMENT	255.00	CUYD	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 2

**Contract ID: 07-1220**

MCCRACKEN COUNTY

HSIP 7634 (004)

Letting: 5/25/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0270	02235	BACKFILLING UNDERCUT	255.00	CUYD	.	.
0280	02242	WATER	588.00	MGAL	.	.
0290	02429	RIGHT-OF-WAY MONUMENT TYPE 1	8.00	EACH	.	.
0300	02430	RIGHT-OF-WAY MONUMENT TYPE 1A	4.00	EACH	.	.
0310	02483	CHANNEL LINING CLASS II	94.00	TON	.	.
0320	02545	CLEARING AND GRUBBING	1.00	LS	.	.
		6.2 ACRES				
0330	02562	SIGNS	240.00	SQFT	.	.
0340	02585	EDGE KEY	84.00	LF	.	.
0350	02599	FABRIC-GEOTEXTILE TYPE IV	750.00	SQYD	.	.
0360	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	.	.
0370	02651	DIVERSIONS (BY-PASS DETOURS)	1.00	LS	.	.
		#1				
0380	02651	DIVERSIONS (BY-PASS DETOURS)	1.00	LS	.	.
		#2				
0390	02671	VAR MESSAGE SIGN-PORT 3 LINE	2.00	EACH	.	.
0400	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS	.	.
0410	02677	ASPH PAVE MILLING & TEXTURING	324.00	TON	.	.
0420	02701	TEMPORARY SILT FENCE	1,260.00	LF	.	.
0430	02703	SILT TRAP TYPE A	2.00	EACH	.	.
0440	02704	SILT TRAP TYPE B	18.00	EACH	.	.
0450	02706	CLEAN SILT TRAP TYPE A	4.00	EACH	.	.
0460	02707	CLEAN SILT TRAP TYPE B	36.00	EACH	.	.
0470	02709	CLEAN TEMPORARY SILT FENCE	2,520.00	LF	.	.
0480	02720	SIDEWALK-4 INCH CONCRETE	693.00	SQYD	.	.
0490	02726	STAKING	1.00	LS	.	.
0500	02775	FLASHING ARROW	2.00	EACH	.	.
0510	04811	JUNCTION BOX TYPE B	1.00	EACH	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 3

**Contract ID: 07-1220**

MCCRACKEN COUNTY

HSIP 7634 (004)

Letting: 5/25/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0520	05950	EROSION CONTROL BLANKET	1,983.00	SQYD	.	.
0530	05952	TEMPORARY MULCH	34,200.00	SQYD	.	.
0540	05985	SEEDING AND PROTECTION	34,200.00	SQYD	.	.
0550	05990	SODDING	308.00	SQYD	.	.
0560	06510	PAVE STRIPING-TEMP PAINT-4 IN	4,650.00	LF	.	.
0570	06514	PAVE STRIPING-PERM PAINT-4 IN	6,855.00	LF	.	.
0580	06565	PAVE MARKING-THERMO X-WALK-6 INCH	446.00	LF	.	.
0590	06567	PAVE MARKING-THERMO STOP BAR-12IN	104.00	LF	.	.
0600	06570	PAVE MARKING-PAINT CROSS-HATCH	4,485.00	SQFT	.	.
0610	06572	PAVE MARKING-DOTTED LANE EXTEN	505.00	LF	.	.
0620	06574	PAVE MARKING-PRE THERM CURV ARROW	4.00	EACH	.	.
0630	06575	PAVE MARKING-PRE THERM COMB ARROW	4.00	EACH	.	.
0640	06576	PAVE MARKING-PREF THERMO ONLY	4.00	EACH	.	.
0650	06589	PAVEMENT MARKER TYPE V-MW	5.00	EACH	.	.
0660	06591	PAVEMENT MARKER TYPE V-BY	19.00	EACH	.	.
0670	10000NS	LOT PAY ADJUSTMENT	13,796.00	DOLL	1.0000	13,796.00
0680	10020NS	FUEL ADJUSTMENT	6,146.00	DOLL	1.0000	6,146.00
0690	10030NS	ASPHALT ADJUSTMENT	12,416.00	DOLL	1.0000	12,416.00
0700	20496NS843	SILT TRAP TYPE C	19.00	EACH	.	.
0710	20497NS843	CLEAN SILT TRAP TYPE C	38.00	EACH	.	.
0720	20588NC	INSTALL PROJECT IDENTIFICATION SIGNS	4.00	EACH	.	.
0730	21433ES214	FABRIC GEOTEXTILE TY IV FOR PIPE	2,618.00	SQYD	2.0000	5,236.00
0740	21654NN	RECONSTRUCT HEADWALL	1.00	EACH	.	.
0750	21655EN	REMOVE ASBESTOS PIPE	470.00	LF	.	.
		SEWER			.	.
0760	00214	CL3 ASPH BASE 1.00D PG64-22	50.00	TON	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 4

**Contract ID: 07-1220**

MCCRACKEN COUNTY

HSIP 7634 (004)

Letting: 5/25/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
 SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0770	01069	STEEL ENCASEMENT PIPE-12 INCH	515.00	LF	.	.
0780	01799	SANITARY SEWER MANHOLE	1.00	EACH	.	.
0790	02220	FLOWABLE FILL	650.00	CUYD	.	.
0800	03385	PVC PIPE-6 INCH	650.00	LF	.	.
0810	03387	PVC PIPE-8 INCH	500.00	LF	.	.
0820	20980ED	FORCE MAIN-4 IN	85.00	LF	.	.
0830	21918NN	MANHOLE-4 FT	1.00	EACH	.	.
		DEMOBILIZATION			.	.
0840	02569	DEMOBILIZATION	1.00	LS	.	.
<b>TOTAL BID</b>					\$	.

**PART VII**  
**CERTIFICATIONS**

**PROVISIONS RELATIVE TO SENATE BILL 258 (1994)**

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Taxes
2. KRS 139 Sale and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

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**NON-COLLUSION CERTIFICATION**

COMMONWEALTH OF KENTUCKY

COUNTY \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under  
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

\_\_\_\_\_  
(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

REVISED: 8-23-89

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**NON-COLLUSION CERTIFICATION**

COMMONWEALTH OF KENTUCKY

COUNTY \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under  
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

\_\_\_\_\_  
(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

REVISED: 8-23-89

**CERTIFICATION OF ORGANIZATION(S)**

COMMONWEALTH OF KENTUCKY

COUNTY \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under penalty  
(President or Authorized Official of Bidder) (Title)

perjury under the laws of the United States, do hereby certify that, except as noted below,

\_\_\_\_\_  
(Insert name of individual, Joint Venture, Co-Partnership or Corporation Submitting Bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



### CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

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

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

### CERTIFICATION FOR FEDERAL-AID CONTRACT

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

1. 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 agent.
2. 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.

This certification is a material representation of fact 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 Section 1352, Title 31, U.S. Code. 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.

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 subrecipients shall certify and disclose accordingly.

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(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

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(Signature)

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(Title)

**CERTIFICATION OF BID PROPOSAL / DBE**

We (I) propose to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid proposal guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this bid proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made the necessary revisions to the bid proposal. We have considered all addendum(s) in the calculation of the submitted bid and applied the updated bid items, which are included.

- No Addendum(s) have been posted

***“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.”***

\_\_\_\_\_  
Name of Contracting Firm

BY: \_\_\_\_\_  
Authorized Agent (Signature) Title

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

\_\_\_\_\_  
Telephone Number

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.