



CALL NO. 200

CONTRACT ID. 121042

BARREN - HART COUNTIES

FED/STATE PROJECT NUMBER 121GR12D042-IM NH

DESCRIPTION TENNESSEE STATE LINE-ELIZABETHTOWN ROAD (I-65)

WORK TYPE GRADE, DRAIN & SURFACE WITH BRIDGE

PRIMARY COMPLETION DATE 9/15/2015

LETTING DATE: October 19, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 19, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

ROAD PLANS

DBE CERTIFICATION REQUIRED - 5%

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

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PART I

SCOPE OF WORK

CONTRACT ID - 121042

ADMINISTRATIVE DISTRICT - 03

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - BARREN, HART
121GR12D042-IM NH

TENNESSEE STATE LINE-ELIZABETHTOWN ROAD (I-65)

COUNTY - BARREN
IM NH 0652(084)

PES - DE00500651242

TENNESSEE STATE LINE-ELIZABETHTOWN ROAD (I-65) WIDEN TO 6 LANES FROM 1.0 MILE SOUTH OF
THE HART COUNTY LINE TO 0.4 MILE NORTH OF KY 218 INTERCHANGE. GRADE & DRAIN WITH BRIDGE.
SYP NO. 03-00014.00.
GEOGRAPHIC COORDINATES LATITUDE 37^10'25" LONGITUDE 85^57'22"

COUNTY - HART
IM NH 0652(084)

PES - DE05000651242

TENNESSEE STATE LINE-ELIZABETHTOWN ROAD (I-65) WIDEN TO 6 LANES FROM 1.0 MILE SOUTH OF
THE HART COUNTY LINE TO 0.4 MILE NORTH OF KY 218 INTERCHANGE. GRADE, DRAIN & SURFACE
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GEOGRAPHIC COORDINATES LATITUDE 37^10'25" LONGITUDE 85^57'22"

COMPLETION DATE(S):

COMPLETION DATE - September 15, 2015
APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

SPECIAL NOTE FOR PIPE INSPECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

Identification of excess material sites and borrow sites shall be the responsibility of the Contractor. The Contractor shall be responsible for compliance with all applicable state and federal laws and may wish to consult with the US Fish and Wildlife Service to seek protection under Section 10 of the Endangered Species Act for these activities.

ACCESS TO RECORDS

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

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

09/26/2012



Steven L. Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF THE SECRETARY
Room 383, Capitol Annex
702 Capital Avenue
Frankfort, KY 40601-3462
(502) 564-4240
Fax (502) 564-6785

Lori H. Flanery
Secretary

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

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

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

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

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

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

conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.

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

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder’s commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment.

UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any

rejection should be so noted in writing with a description as to why an agreement could not be reached;

8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;

10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and

11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

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

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6th Floor West 200 Mero Street Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and

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

09/14/11

TRAINEES

In Compliance with the "TRAINING SPECIAL PROVISION" included in Part III of the Proposal, the Contractor will be required to employ 2 trainee(s) (1 EQUIPMENT OPERATOR GROUP 1 AND 1 EQUIPMENT OPERATOR GROUP 2) for this contract.

PROJECT TRAFFIC COORDINATOR (PTC)

Be advised this project is a significant project pursuant to section 112.03.12.

ASPHALT MIXTURE

Unless otherwise noted, the Department estimates the rate of application for all asphalt mixtures to be 110 lbs/sy per inch of depth.

DGA BASE

Unless otherwise noted, the Department estimates the rate of application for DGA Base to be 115 lbs/sy per inch of depth.

DGA BASE FOR SHOULDERS

Unless otherwise noted, the Department estimates the rate of application for DGA Base for Shoulders to be 115 lbs/sy per inch of depth. The Department will not measure necessary grading and/or shaping of existing shoulders prior to placing of DGA Base, but shall be incidental to the Contract unit price per ton for DGA Base.

Accept payment at the Contract unit price per ton as full compensation for all labor, materials, equipment, and incidentals for grading and/or shaping of existing shoulders and furnishing, placing, and compacting the DGA Base.

INCIDENTAL SURFACING

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

FUEL AND ASPHALT PAY ADJUSTMENT

The Department has included the Contract items Asphalt Adjustment and Fuel Adjustment for possible future payments at an established Contract unit price of \$1.00. The Department will calculate actual adjustment quantities after work is completed. If existing Contract amount is insufficient to pay all items on the contract with the adjustments, the Department will establish additional monies with a change order.

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

The Department will apply Pavement Rideability Requirements on this project in accordance with Section 410, Category A.

OPTION A

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

I-65, Barren-Hart Counties
FD52 005 0065 052-054
FD52 050 0065 054-059
IM NH 652 (084)

**SPECIAL NOTE
FOR
FIXED COMPLETION DATE**

Fixed Completion Date

This project will have a fixed completion date of **September 15, 2015** for completion of all work associated with this project.

Liquidated damages per the Standard Specifications will be charged for each calendar day that all work is not completed after **September 15, 2015.**

Contrary to Section 108.09 of the Standard Specifications, **Liquidated Damages per the Standard Specifications will be charged during the months of December through March for all work that is not complete.**

September 12, 2012

Special Note for CPM Scheduling

A. General.

This special note replaces the requirements of Standard Specification 108.02. Contrary to Standard Specifications 108.07.04, additional contract time will only be added when the Engineer deems the critical path of the project has been affected. Create the progress schedule required for this project using the critical path method (CPM). The Contractor shall designate a Schedule Representative who shall be responsible for coordinating with the Engineer during the preparation and maintenance of the schedule. The contractor shall submit an interim schedule followed by a baseline schedule, or only a baseline schedule, depending on when the contractor starts work as described below.

B. Interim Schedule.

If the Contractor starts work within 15 days of the Notice to Begin Work, they shall submit an interim schedule. The interim schedule will be in CPM schedule format. The interim schedule shall include detailed activities for the work to be accomplished during the first 30 days of the Contract, and summary activities for the balance of the work. The interim schedule, if required, shall be submitted at the Preconstruction Conference. No work shall begin without the submission of an interim schedule.

C. Baseline Schedule.

The Contractor shall submit a baseline schedule as outlined in the submission requirements section (C.2) within 15 days of the Notice to Begin Work. No pay estimates will be processed after 15 days without the submission of the baseline schedule. The baseline schedule will be in CPM schedule format and as described herein. The Engineer will review the baseline schedule and will “accept”, “accept as noted” or “reject” the schedule within 10 days of receipt. If the Engineer does not provide written notification regarding the disposition of the baseline schedule within 10 days, the submission will be considered “accepted.”

For baseline schedules that are “accepted as noted”, the Contractor shall make the necessary revisions and resubmit the revised schedule within 5 days. The Engineer will only “reject” baseline schedules that are not in compliance with contract requirements.

For baseline schedules that are “rejected”, the Engineer shall indicate in writing portions of the schedule that are not in compliance with the contract requirements. The Project Engineer shall conduct a mandatory meeting with the Contractor and the Contractor’s Schedule Representative within 5 days of the Engineer’s written notice. The purpose of this meeting is to resolve disputes with the baseline schedule so that it may be resubmitted. The Contractor shall provide clarification and all additional information necessary for the Engineer within 3 days of this meeting. The Contractor shall submit the revised Baseline Schedule to the Engineer for review and acceptance within 5 days of this meeting.

No pay estimates will be generated until the baseline schedule is “accepted” or “accepted as noted.” In the event the baseline schedule is not “accepted” within 45 days of the Notice to Begin Work, all work shall cease on the project until the baseline schedule is “accepted”. The incurred delays from the “cease work order” will be the contractor’s responsibility and will not be considered for time extension. Any claims associated with time impacts for work performed or delay experienced prior to the baseline schedule being “accepted” or “accepted as noted” will be evaluated at the sole discretion of the Engineer. “Acceptance” by the Engineer will not relieve the Contractor of their responsibilities for compliance with specifications and contract requirements or for the accuracy or feasibility of the schedule.

“Acceptance” of the baseline schedule does not revise the Contract Documents. The baseline schedule must be “accepted” or “accepted as noted” by the Engineer prior to the Engineer evaluating any contractor claims associated with time impacts.

The Engineer’s review of the baseline schedule will be for compliance with the contract documents and contract requirements. “Acceptance” by the Engineer will not relieve the Contractor of any of their responsibilities for the accuracy or feasibility of the schedule.

1. Schedule Requirements.

Generate and submit an electronic copy of the baseline schedule using Primavera Contractor 5.0 Deluxe by Primavera Systems Inc., Bala Cynwyd, PA, or equivalent electronically transferable software. The Contractor’s costs associated with these provisions should be incorporated into the bid item for the **Project CPM schedule.**

Provide a calendar day schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. The baseline schedule must reflect the scope of work, required phasing, maintenance of traffic requirements, interim completion dates, the Completion Date, and other project milestones established in the Contract Documents. Include activities for submittals, working drawings, shop drawing preparation, submittal review time for the Department shop drawings, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities.

The Contractor shall be responsible for assuring all work, including all subcontractor’s work, is included in the schedule. The Contractor shall be responsible for assuring that all work sequences are logical and that the schedule indicates a coordinated plan.

Failure by the Contractor to include any element of work required for performance of the Contract shall not excuse the Contractor from completing all work within the required time. Omissions and errors will be corrected as described in Section F or H in this note and will not affect contract time.

a) Administrative Identifier Information.

- | | |
|-------------------|----------------------------------|
| 1. Project Number | 7. Date of Notice to Begin Work |
| 2. County | 8. Completion Date |
| 3. Route Number | 9. Contractor's Name |
| 4. Item Number | 10. Contractor's Dated Signature |
| 5. CID Number | 11. KYTC's Dated Accepted |
| 6. Award Date | Signature |

b) Project Activities.

- i. Activity Identification (ID): Assign each activity a unique identification number. Activity ID length shall not exceed 10 characters. Assign baseline Activity ID's in sequences of 10 (e.g.; A1000, A1010, A1020). This will allow modifications and additional items to be placed into the Identification scheme easily. Once accepted, the Activity ID shall be used for the duration of the project.
- ii. Activity Description: Each activity shall have a narrative description consisting of a verb or work function (e.g.; form, pour, excavate, pier #2) and an object (e.g.; slab, footing, underdrain).
- iii. Activity Original Duration: Assign planned duration in calendar days for each activity. Do not exceed a duration of 14 calendar days for any construction activity unless approved by the Engineer. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.
- iv. Activity Relationships:
 - All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
 - Use only finish-to-start relationships with no leads or lags to link activities, or use start-to-start relationships with lags no greater than the predecessor duration to link activities.
 - Use of finish-to-finish relationship is only permitted when both activities are already linked with a start-to-start relationship.

c) Project Milestones.

- i. Start Project: The Contractor shall include as the first milestone in the schedule, a milestone named "Start Project". The date used for this milestone is the date the contract is executed and signed by the Department.
- ii. End Project Milestone: The Contractor shall include as the last activity in the project schedule, a milestone named "End Project". The date used for this milestone is considered the Contractor's planned project completion date and is defined by schedule's critical path.
- iii. Start Phase Milestone: The Contractor shall include as the first activity for a project phase, an activity named "Start Phase X", where "X" identifies

the phase of work. The Contractor may include additional milestones but, as a minimum, must include all contractual milestones.

- iv. End Phase Milestone: The Contractor shall include as the last activity in a project phase, an activity named "End Phase X" where "X" identifies the phase of work. The Contractor may include additional milestones, but at a minimum contractual milestones.

d) Schedule Options.

The schedule may only be calculated using retained logic. Show open ends as non-critical. Schedule durations are to be contiguous. The project calendar will be based on the Contractor's plan for completing the project. However, the scheduling increment (hours or days) will be stipulated during the Preconstruction Conference. All days must remain active unless the Contractor is instructed not to work as specified in the contract documents. Total float shall be calculated as finish float.

2. Submission Requirements.

Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format via email, and compact disc (CD) compatible with the Engineer's computer. Submit the following information in hard copy along with the electronic baseline schedule:

- a) A baseline schedule in tabular format. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start Date, Early Finish Date, and Percent Complete.
- b) A baseline schedule in a bar chart format, on paper. Use arrows to show the relationships among activities. Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities."

3. Submittal Cover Memo.

A cover memo shall accompany each scheduling element for all submittals. This cover memo shall contain:

- Identification of the submission as the Tabular Baseline Schedule, Baseline Bar Chart, Updated Bar Chart, Baseline Report, Logic Report, Progress Report, etc.
- Administrative Identifier Information (see section C.1.a)
- Any critical notes as determined by the Contractor

An example Cover Memo is provided in this note.

D. Float.

Use of float suppression techniques, such as; preferential sequencing (arranging critical path through activities more susceptible to Department caused delay), lag logic restraints, unrealistic activity durations, zero total or free float constraints, extending activity times, or imposing constraint dates other than as required by the contract, shall be cause for

rejection of the project schedule or its updates. Schedules with negative float will also not be accepted.

1. Definitions of Float.

Total Float is the length of time along a given network path that the actual start and finish of activity(s) can be delayed without delaying the project completion date. Project Float is the length of time between the End Project Milestone and the specified Contract Completion Date.

2. Ownership of Float.

Float available in the schedule, at any time shall not be considered for the exclusive use of either the Department or the Contractor. During the course of contract execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to the Project Float. A schedule showing work completing in less time than the contract time, and accepted by the Department, will be considered to have Project Float. Project Float will be a resource available to both the Department and the Contractor. No time extensions will be granted nor project completion delay damages paid unless a delay occurs which impacts the project's critical path, consumes all available float and extends the work beyond the Contract Completion Date.

3. Negative Float.

Negative float is not allowed. Schedules with negative float will not be accepted. Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with the Section F. Scheduled completion date(s) that extend beyond the contract (or phase) completion date(s) may be used in computations for assessment of liquidated damages. The use of this computation is not to be construed as an order by the Department to accelerate the project.

E. Monthly Update Schedule.

A monthly update schedule is a schedule in which only progress is updated from the prior data date to the current data date. Work added and/or excusable delays encountered since the prior data date must be represented as a schedule revision as described in Section E.

1. Update Requirements.

Each month on a date set at the Preconstruction Conference and until Formal Acceptance, submit an updated schedule and all required information with a data date of the last day of the preceding month. The date for submission and data date may be adjusted to accommodate regularly scheduled progress meetings. Submit the monthly updated CPM on paper and a copy of the updated schedule in electronic format in Section C.2. The Engineer shall "accept" or "reject" the schedule update within 10 days of receipt of the updated CPM schedule. The Engineer may withhold estimates if the updated schedule is

not submitted as required by this section. For each updated schedule, identify the actual start and finish dates for all completed activities and the actual start date and remaining duration for all activities in progress.

Submit the following with each updated schedule:

- a) CPM Schedule in Bar Chart Format
- b) Electronic files (formatted as described above)
- c) A Baseline Report, Logic Report, and Progress Report per section E.2.

2. Submittal Cover Memo.

All update submittals shall be accompanied with a brief cover memo containing all the information require in the Baseline Submittal Cover Memo per section C.3 with the addition of:

- Baseline Report
 - Narrative of baseline expectations
 - Project completion status per baseline expectations
- Logic Report
 - Logic Modification Report per section F
 - Narrative of all logic changes and reasoning
 - Two separate CPM submissions; one reflecting the schedule without changes in logic, the other reflecting the proposed logic and the effects.
 - Description of fragnet required per section F
- Progress Report
 - Narrative of all schedule changes since last update
 - Narrative identifying any changes or shifts in the critical path and reasoning for the changes or shifts in the critical path.
 - Details of each change including impact of change on the schedule, float consumption or addition, and reason causing change when float is consumed

F. Revisions.

The work may require and/or the Contractor may make revisions to the CPM schedule. Addition of new activities (fragnets required) or new calendars or changes to existing activities, calendars or logic constitute a revision. All revisions must be reported in a Logic Modification Report. The Logic Modification Report is a separate CPM update which includes all the changes recommended by the contractor within the current monthly update schedule. It shall include a Narrative explanation of the necessary changes accompanying the monthly update schedule. Any revision which modifies the critical path or impacts an interim date or project completion date is considered a Logic

Modification. A fragnet is defined as the sequence of new activities that are proposed to be added to the existing schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. If submitted as a fragnet, the Contractor shall compute two Finish Dates. The first Finish Date shall be computed without consideration of any impact by the fragnet. The second Finish Date shall be computed with consideration of any impact by the fragnet. The Contractor shall also submit a written narrative stating the reason for the proposed revisions. The Engineer shall “accept” or “reject” proposed revisions within 10 days of receipt of appropriate schedules and narrative. All approved revisions will be incorporated into the Monthly Update Schedule which will become the Revised Monthly Update Schedule.

G. Time Extensions.

The Work may require and/or the Contractor may request an extension of the Completion Date. Perform the following analysis to compute the duration of the time extension. Submit two paper copies and two electronic copies of each analysis performed.

1. Determine project progress prior to circumstance(s) necessitating the time extension. Unless the Engineer requests an interim schedule updated to the date of the circumstance alleging to have caused delay, the previous accepted monthly update shall be used to display the prior progress of the project. This schedule is referred to as the Un-impacted Schedule
2. Prepare a fragmentary network (fragnet) depicting the circumstance that is believed to have delayed the project.
3. Insert the fragnet into the Un-impacted Schedule, run the schedule calculations and determine the finish date. This schedule is referred to as the Impacted Schedule.
4. Compare the Impacted Schedule finish date with the Un-impacted Schedule finish date in order to determine the duration of any warranted time extension.

Submit the impacted schedule with the request for time extension. Include a narrative report describing the effects of new activities and relationships to interim and contract completion dates. All time extensions approved by the Engineer will be incorporated into the monthly update with the fragnet used to determine impacts incorporated into the schedule.

Time extensions will be considered only if an excusable delay impacts the Critical Path. An excusable delay is defined as any additional items and/or time necessary to complete work added to the contract by change order or a severe weather event in which the National Weather Service initiates a Weather Warning for the project area, only for the duration of the Warning advisory, and only insofar as it will affect the current item of work.

H. Recovery Schedule.

If the Monthly Update Schedule or Revised Monthly Update Schedule projects a finish date for the Project or Project Milestones more than 5 calendar days later than the Completion and Milestone Dates, submit a recovery schedule showing a plan to finish by the current Completion and Milestone Dates. The acceptance of any schedule projecting

a completion date for the Project beyond the Current Contract Completion Date does not constitute approval of a time extension or an order to accelerate. All changes to completion dates and orders to accelerate must be made via Change Order. The Department will withhold Estimates until the Engineer “accepts” the recovery schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor. In the event the current Completion Date is in dispute, the recovery schedule will need to be submitted once the dispute has been resolved.

I. Basis of Payment.

The Department will make partial payments according to Section 109.05 of the standard specifications and as modified by the following schedule:

- 1. The Department will release 50 percent of the lump sum amount bid for Project CPM Schedule to the Contractor with the first regular estimate payable after the Engineer has “accepted” the CPM Baseline schedule submission and the Department has received the **schedule electronically**.
- 2. The Department will release an additional 25 percent of the lump sum amount bid for Project CPM Schedule to the Contractor with the first regular estimate payable after 50 percent of the original contract amount is complete.
- 3. The Department will release the remaining 25 percent of the lump sum amount bid for Project CPM Schedule to the Contractor with the first regular estimate payable after project completion.

The Department will pay for the accepted quantities at the contract price as follows:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
-----	Project CPM Schedule	Lump Sum

The Department will consider payment as full compensation for all work required in this provision.

Adapted from Ohio Department of Transportation PN 107 with help from Clint Bishop.

I-65 RECONSTRUCTION BARREN AND HART COUNTIES (3-14.10) PUBLIC INFORMATION PLAN

The primary goal of the Public Information Plan (PIP) is to inform the motoring public and area stakeholders of project information including Maintenance of Traffic (MOT) which includes shoulder and lane closures. The KYTC District 3 and 4 Public Information Officers will coordinate and disseminate to stakeholders and the media appropriate information regarding the construction plans.

LOCAL STAKEHOLDERS

- Elected officials-Barren
 - State Representative Johnny Bell – (270) 590-0110; johnny.bell@lrc.ky.gov
 - State Senator David Givens – 270-932-9677; david.givens@lrc.ky.gov
 - Barren Co. Judge Executive Davie Greer – (270) 651-3338; dgreer@glasgow-ky.com
 - Park City Mayor David Lyons – 270-404-1428; cityhall@parkcity.ky.gov
 - Cave City Mayor Bob Hunt – 270-773-2188; cityhall@cavecity.ky.gov
 - Glasgow Mayor Rhonda Troutman – 270-651-5131; mayortrautman@glasgow-ky.com
 - Barren Co. Sheriff Chris Eaton – (270) 651-2771
 - Bud Tarry, Barren Co. Schools Transportation Dept. – (270) 678-5554
- Elected officials-Hart
 - State Representative Michael Meredith – (270) 597-6049; michael.meredith@lrc.ky.gov
 - State Senator Carroll Gibson – (270) 230-5866; carroll.gibson@lrc.ky.gov
 - Hart Co. Judge Executive Terry Martin – (270) 524-5219; hartcoje@mchsi.com
 - Bonnieville Mayor Dennis Edwards – (270) 531-1997; dedwards28@live.com
 - Horse Cave Mayor Randal Curry – (270) 786-2680; horsecavemayor2011@yahoo.com
 - Munfordville Mayor John Johnson – (270) 524-5701; citymfvl@scrtc.com
 - Hart Co. Sheriff Boston Hensley – (270) 524-2341; hcsd@scrtc.com
 - Daniel Hawkins, Hart Co. Schools Transportation Dir. – (270) 524-5554; Daniel.hawkins@hart.kyschools.us
- Utility Companies
 - Local utility companies are kept apprised of this project at the monthly utility coordination meetings hosted by District 4
- Other
 - District 3 Advisories – email distribution list compiled from the public, chambers of commerce, industries, trucking firms, emergency responders, school transportation contacts, police, fire, 911 contacts, etc.
 - Traffic advisories will be posted on the District 3 Facebook page and distributed via a weekly District 3 Traffic Impact Report.

- District 4 Advisories – email distribution list comprised of associated agencies (emergency management entities, trucking firms, local chamber of commerce entities) and the general public, etc.
- Traffic advisories are also posted on the District 4 Traffic Impact Report, which is disseminated to a number of secondary distribution outlets.

OVERDIMENSIONAL PERMITS

Information will be distributed electronically to Virgie Long with over dimensional permits – (502) 564-7150; virgie.long@ky.gov

TRUCKING FIRMS AND OUT OF STATE STAKEHOLDERS

Information will be distributed electronically to trucking firms via Rick Taylor at the Department of Vehicle Regulation (502-564-4540; rick.taylor@ky.gov). Information will also be posted on the 511 website (www.511.ky.gov) and on the 511 telephone information system.

PRESENTATIONS

A project description including anticipated schedule will be provided to the media, stakeholders and other emergency service agencies via e-mail prior to construction. Information and project updates will be provided to these groups via traffic advisories, press releases and the District 3 Facebook page.

MEDIA RELATIONS

The District PIOs will prepare an initial news release regarding the contract award for the project. The PIOs will conduct interviews with the media throughout the project duration to keep the public informed of construction progress. Traffic advisories will be submitted to the media when a change in the MOT occurs. The contractor must provide to the PIOs via the Resident Engineer notification of any change in the MOT at least three (3) days prior to the change.

Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded

☐ State Funded

☒ Original

☐ Re-Certification

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

Date: September 21, 2012

Project Name: Tennessee State Line - Elizabethtown

Project #: 12F0 FD52 005 8520701R

Item #: 03-14.00

Letting Date: October 19, 2012

County: Barren/Hart

Federal #: NH 0652 (082)

Description of Project: Widen I-65 to 6 lanes from 1.0 mile south of the Hart Co. line to .5 miles north of the KY 218 Interchange.

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

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

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

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

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

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

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

Right-of-Way Certification Form

Revised 2/22/11

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

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

Approved: Kelly R. Divine
Printed Name

[Signature] Right-of-Way Supervisor
Signature

Approved: DAVID L. ORR
Printed Name

[Signature] 9/26/12
Signature KYTC, Director of ROW & Utilities

Approved: David Whitworth
Printed Name

[Signature] 9/27/12
Signature FHWA, ROW Officer (when applicable)

Right-of-Way Certification Form

Revised 2/22/11

Date: September 21, 2012

Project Name: Tennessee State Line - Elizabethtown

Project #: 12F0 FD52 005 8520701 R

Item #: 03-14.00

Letting Date: October 19, 2012

County: Barren/Hart

Federal #: NH 0652 (082)

This project has 6 total number of parcels to be acquired, and -0- total number of individuals or families to be relocated, as well as -0- total number of businesses to be relocated.

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

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

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

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

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

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

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

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

Form Effective Date: April 1, 2006

Last Revised: February 22, 2011

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

BARREN and HART COUNTIES

FD52 005 85207 01U & FD 52 050 85207 01U

Widen the Tennessee State Line- Elizabethtown Road (I-65)

ITEM NUMBER 3-14.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts have determined the required utility relocation work for the project and all such work identified has been or is being completed as shown below. However, it should be noted that other utilities may exist in the area and it is the Contractor’s responsibility to notify all utility companies of their work to allow for proper identification of facilities in the area that may require protection during construction.

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

South Central Rural Telephone has relocated a telephone pole at Sta. 712+20 off R/W.

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

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

Caveland Environmental is relocating a 6” water main to a new location at Sta. 0+00 to Sta. 27+36 and a 2” water main to a new location at Sta.0+00 to Sta. 6+34. There is also a 3” force main sewer being relocated to Sta.0+00 to Sta.6+73. This work is anticipated to be completed by November 1, 2012.

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

N/A

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

N/A

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

BARREN and HART COUNTIES
FD52 005 85207 01U & FD 52 050 85207 01U
Widen the Tennessee State Line- Elizabethtown Road (I-65)
ITEM NUMBER 3-14.00

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

BEFORE YOU DIG

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

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

SPECIAL NOTES FOR UTILITY CLEARANCE
IMPACT ON CONSTRUCTION

BARREN and HART COUNTIES
FD52 005 85207 01U & FD 52 050 85207 01U
Widen the Tennessee State Line- Elizabethtown Road (I-65)
ITEM NUMBER 3-14.00

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
Caveland Environmental	William Hunley Asst. Mgr.	270-773-2887
SCRTC	Tim Gibson	270-678-8249

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



Kentucky Transportation Cabinet

Highway District 3

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

I-65 Widening from MP 52.9 to MP 54.0

Project: PCN ## - #####

SYP Item 3-14.0

KyTC BMP Plan for Project PCN ## -

Project information

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

1. Owner – Kentucky Transportation Cabinet, District __ (1)
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) (1)
6. Latitude/Longitude 37-10-25 N, 85-57-22 W
7. County (project mid-point) Barren-Hart
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) **Major widening to the median side**
2. Order of major soil disturbing activities **(2) and (3)**
3. Projected volume of material to be moved **299,947 Cu. Yd.**
4. Estimate of total project area (acres) **80.0**
5. Estimate of area to be disturbed (acres) **80.0**
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.**(1)**
7. Data describing existing soil condition **No information for this item**
8. Data describing existing discharge water quality (if any) **N/A**
9. Receiving water name **Mammoth Cave Drainage Basin**
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:

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)**

KyTC BMP Plan for Project PCN ## -

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 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.

KyTC BMP Plan for Project PCN ## -

- 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:
 - 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.

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- 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 : (1)

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

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:**

KyTC BMP Plan for Project PCN ## -

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.

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.

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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 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.

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- 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. (1)

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. (1)

F. Inspections

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

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- 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:

- 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).

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- 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 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);

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.

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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.)

Contractor and Resident Engineer Plan certification

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 _____, _____
Typed or printed name² signature

(3) Signed _____ title _____, _____
 Typed or printed name¹ 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:

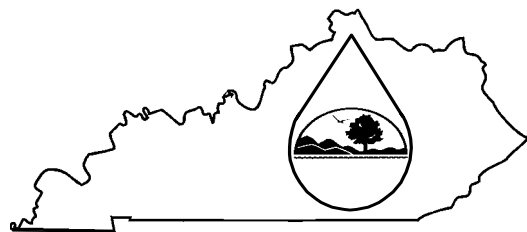
The part of BMP plan this subcontractor is responsible to implement is:

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_____, _____
Typed or printed name¹signature

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.

KPDES FORM NOI-SW



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

Name:	KYTC District 3	Phone:	(270) 746-7898
Address:	900 Morgantown Road, PO Box 599	Status of Owner/Operator:	F
City, State, Zip Code:	Bowlin Green, KY, 42102		

II. Facility/Site Location Information

Name:	PCN ##-####, for SYP 03-0014.0		
Address:	I-65		
City, State, Zip Code:	Bowling Green, KY 42102		
County:	Barren		
Site Latitude: (degrees/minutes/seconds)	37-10-25 N	Site Longitude: (degrees/minutes/seconds)	85-57-22 W

III. Site Activity Information

MS4 Operator Name:	Roads with drainage systems						
Receiving Water Body:	Mammoth Cave Drainage Basin						
Are there existing quantitative data?	Yes <input type="checkbox"/> If Yes, submit with this form. No <input checked="" type="checkbox"/>						
SIC or Designated Activity Code Primary	1611	2nd	1622	3rd		4 th	
If this facility is a member of a Group Application, enter Group Application Number:							
If you have other existing KPDES Permits, enter Permit Numbers:							

IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY

Project Start Date:		Completion Date:	
Estimated Area to be disturbed (in acres):	80.0		
Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?	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.

Printed or Typed Name:	Steve Waddle SHE		
Signature:		Date:	

**Kentucky Pollutant Discharge Elimination System (KPDES)
Instructions
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.

MATERIAL SUMMARY

CONTRACT ID: 121042

IM NH 0652(084)

PES NO: DE00500651242

TENNESSEE STATE LINE-ELIZABETHTOWN ROAD (I-65) WIDEN TO 6 LANES FROM 1.0 MILE SOUTH OF THE HART COUNTY LINE TO 0.4 MILE NORTH OF KY 218 INTERCHANGE

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00001	DGA BASE	5,742.00	TON
0020	00003	CRUSHED STONE BASE	841.00	TON
0030	00008	CEMENT STABILIZED ROADBED	3,811.00	SQYD
0040	00018	DRAINAGE BLANKET-TYPE II-ASPH	9,139.00	TON
0050	00071	CRUSHED AGGREGATE SIZE NO 57	22.00	TON
0060	00078	CRUSHED AGGREGATE SIZE NO 2	6,096.00	TON
0070	00078	CRUSHED AGGREGATE SIZE NO 2	25.00	TON
		PAVE EDGE DRAIN		
0080	00100	ASPHALT SEAL AGGREGATE	57.00	TON
0090	00103	ASPHALT SEAL COAT	7.00	TON
0100	00190	LEVELING & WEDGING PG64-22	913.00	TON
0110	00214	CL3 ASPH BASE 1.00D PG64-22	8,479.00	TON
0120	00217	CL4 ASPH BASE 1.00D PG64-22	7,543.00	TON
0130	00219	CL4 ASPH BASE 1.00D PG76-22	3,384.00	TON
0140	00312	CL3 ASPH SURF 0.50D PG64-22	1,143.00	TON
0150	00335	CL4 ASPH SURF 0.50A PG76-22	1,680.00	TON
0160	00339	CL3 ASPH SURF 0.38D PG64-22	378.00	TON
0170	00358	ASPHALT CURING SEAL	31.00	TON
0180	00462	CULVERT PIPE-18 IN	4.00	LF
0190	00521	STORM SEWER PIPE-15 IN	172.00	LF
0200	01000	PERFORATED PIPE-4 IN	7,820.00	LF
0210	01001	PERFORATED PIPE-6 IN	2,220.00	LF
0220	01010	NON-PERFORATED PIPE-4 IN	398.00	LF
0230	01011	NON-PERFORATED PIPE-6 IN	24.00	LF
0240	01015	INSPECT & CERTIFY EDGE DRAIN SYSTEM	1.00	LS
		BARREN CO.		
0250	01028	PERF PIPE HEADWALL TY 3-4 IN	18.00	EACH
0260	01032	PERF PIPE HEADWALL TY 4-4 IN	1.00	EACH
0270	01310	REMOVE PIPE	16.00	LF
0280	01706	REMOVE CATCH BASIN	3.00	EACH
0290	01741	CORED HOLE DRAINAGE BOX CON-6 IN	5.00	EACH
0300	01967	CONC MEDIAN BARRIER TYPE 12C	2,449.00	LF
0310	01982	DELINEATOR FOR GUARDRAIL M/W	15.00	EACH
0320	01984	DELINEATOR FOR BARRIER - WHITE	448.00	EACH
0330	01985	DELINEATOR FOR BARRIER - YELLOW	28.00	EACH
0340	02003	RELOCATE TEMP CONC BARRIER	17,675.00	LF
0350	02014	BARRICADE-TYPE III	3.00	EACH
0360	02159	TEMP DITCH	3,026.00	LF
0370	02160	CLEAN TEMP DITCH	3,026.00	LF
0380	02165	REMOVE PAVED DITCH	69.00	SQYD
0390	02200	ROADWAY EXCAVATION	13,846.00	CUYD
0400	02237	DITCHING	5,000.00	LF
0410	02259	FENCE-TEMP	3,000.00	LF
0420	02268	REMOVE & REPLACE FENCE	5,080.00	LF
0430	02367	GUARDRAIL END TREATMENT TYPE 1	2.00	EACH
0440	02369	GUARDRAIL END TREATMENT TYPE 2A	2.00	EACH
0450	02381	REMOVE GUARDRAIL	1,427.00	LF
0460	02483	CHANNEL LINING CLASS II	43.00	TON
0470	02542	CEMENT	74.00	TON
0480	02545	CLEARING AND GRUBBING	1.00	LS
		6.0 ACRES		
0490	02570	PROJECT CPM SCHEDULE	1.00	LS

MATERIAL SUMMARY		CONTRACT ID: 121042	
BARREN CO.			
0500	02585	EDGE KEY	100.00 LF
0510	02596	FABRIC-GEOTEXTILE TYPE I	83.00 SQYD
0520	02599	FABRIC-GEOTEXTILE TYPE IV	21,183.00 SQYD
0530	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	518.00 SQYD
0540	02650	MAINTAIN & CONTROL TRAFFIC	1.00 LS
0550	02671	PORTABLE CHANGEABLE MESSAGE SIGN	3.00 EACH
0560	02676	MOBILIZATION FOR MILL & TEXT	1.00 LS
BARREN CO.			
0570	02677	ASPHALT PAVE MILLING & TEXTURING	2,120.00 TON
0580	02690	SAFEOLOADING	4.16 CUYD
0590	02696	SHOULDER RUMBLE STRIPS-SAWED	10,184.00 LF
0600	02701	TEMP SILT FENCE	2,826.00 LF
0610	02702	SAND FOR BLOTTER	77.00 TON
0620	02703	SILT TRAP TYPE A	22.00 EACH
0630	02704	SILT TRAP TYPE B	22.00 EACH
0640	02705	SILT TRAP TYPE C	11.00 EACH
0650	02706	CLEAN SILT TRAP TYPE A	132.00 EACH
0660	02707	CLEAN SILT TRAP TYPE B	132.00 EACH
0670	02708	CLEAN SILT TRAP TYPE C	66.00 EACH
0680	02709	CLEAN TEMP SILT FENCE	16,956.00 LF
0690	02726	STAKING	1.00 LS
BARREN CO.			
0700	02775	ARROW PANEL	2.00 EACH
0710	02898	RELOCATE CRASH CUSHION	2.00 EACH
0720	02998	MASONRY COATING	2,640.00 SQYD
0730	03171	CONCRETE BARRIER WALL TYPE 9T	6,292.00 LF
0740	03225	TUBULAR MARKERS	96.00 EACH
0750	05950	EROSION CONTROL BLANKET	1,436.00 SQYD
0760	05952	TEMP MULCH	19,920.00 SQYD
0770	05953	TEMP SEEDING AND PROTECTION	1,992.00 SQYD
0780	05966	TOPDRESSING FERTILIZER	0.40 TON
0790	05985	SEEDING AND PROTECTION	6,640.00 SQYD
0800	06510	PAVE STRIPING-TEMP PAINT-4 IN	2,240.00 LF
0810	06511	PAVE STRIPING-TEMP PAINT-6 IN	40,733.00 LF
0820	06514	PAVE STRIPING-PERM PAINT-4 IN	1,120.00 LF
0830	06550	PAVE STRIPING-TEMP REM TAPE-W	4,800.00 LF
0840	06551	PAVE STRIPING-TEMP REM TAPE-Y	3,600.00 LF
0850	06570	PAVE MARKING-PAINT CROSS-HATCH	1,040.00 SQFT
0860	06585	PAVEMENT MARKER TY IVA-MW TEMP	384.00 EACH
0870	06586	PAVEMENT MARKER TY IVA-MY TEMP	1,280.00 EACH
0880	06588	PAVEMENT MARKER TY IVA-BY TEMP	30.00 EACH
0890	06591	PAVEMENT MARKER TYPE V-BY	7.00 EACH
0900	06592	PAVEMENT MARKER TYPE V-B W/R	64.00 EACH
0910	06593	PAVEMENT MARKER TYPE V-B Y/R	127.00 EACH
0920	06600	REMOVE PAVEMENT MARKER TYPE V	64.00 EACH
0930	08903	CRASH CUSHION TY VI CLASS BT TL3	2.00 EACH
0940	10020NS	FUEL ADJUSTMENT	39,110.00 DOLL
0950	10030NS	ASPHALT ADJUSTMENT	56,663.00 DOLL
0960	20411ED	LAW ENFORCEMENT OFFICER	100.00 HOUR
0970	20430ED	SAW CUT	5,092.00 LF
0990	21597EN	REMOVE PERF PIPE HEADWALL	5.00 EACH
1000	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	1,269.00 LF
1010	23131ER701	PIPELINE VIDEO INSPECTION	88.00 LF
1020	23237EN10W	WATERBLAST STRIPE REMOVAL	15,276.00 LF
1030	23274EN11F	TURF REINFORCEMENT MAT 1	2,391.00 SQYD
1040	23545EC	CLEAN ENHANCED SILT TRAP	30.00 EACH
1050	23976EC	CONC MED BARR BOX INLET TY 12A2-50(MOD	1.00 EACH
1060	23978EC	CONC MED BARR BOX INLET TY 12B2-50(MOD	3.00 EACH
1070	24189ER	DURABLE WATERBORNE MARKING-6 IN W	15,276.00 LF
1080	24190ER	DURABLE WATERBORNE MARKING-6 IN Y	5,092.00 LF
1090	24255EC	REMOVE CABLE GUARDRAIL BARRIER SYSTEM	1,515.00 LF
1100	24277EC	FLUSH SEDIMENT	1.00 LS
BARREN CO.			
1110	02568	MOBILIZATION	1.00 LS
1120	02569	DEMOBILIZATION	1.00 LS
1130	04903	REFERENCE MARKER	6.00 EACH
1140	04904	BARRIER MOUNTING BRACKET	3.00 EACH
1150	06400	GMSS GALV STEEL TYPE A	2,070.00 LB
1160	06405	SBM ALUMINUM PANEL SIGNS	270.00 SQFT
1170	06407	SBM ALUM SHEET SIGNS .125 IN	18.00 SQFT
1180	06410	STEEL POST TYPE 1	50.00 LF
1190	06441	GMSS GALV STEEL TYPE C	1,442.00 LB
1200	06451	REMOVE SIGN SUPPORT BEAM	3.00 EACH

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1230	20418ED	STEEL REINFORCEMENT FOR SIGNS	352.00	LB
1240	20419ND	REMOVE & RELOCATE SIGNS	1.00	EACH
1250	21373ND	ROADWAY CROSS SECTION	4.00	EACH
1260	21596ND	REMOVE SIGN	3.00	EACH
1280	02742	GMSS TYPE D	2.00	EACH
		TRAINEE PAYMENT REIMBURSEMENT	1,400.00	hour
		1 EQUIPMENT OPERATOR GROUP 2		
1270	02742	TRAINEE PAYMENT REIMBURSEMENT	1,600.00	hour
		1 EQUIPMENT OPERATOR GROUP 1		

IM NH 0652(084) PES NO: DE05000651242
 TENNESSEE STATE LINE-ELIZABETHTOWN ROAD (I-65) WIDEN TO 6 LANES FROM 1.0 MILE SOUTH
 OF THE HART COUNTY LINE TO 0.4 MILE NORTH OF KY 218 INTERCHANGE

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00001	DGA BASE	72,956.00	TON
0020	00003	CRUSHED STONE BASE	7,167.00	TON
0030	00008	CEMENT STABILIZED ROADBED	100,464.00	SQYD
0040	00018	DRAINAGE BLANKET-TYPE II-ASPH	107,502.00	TON
0050	00071	CRUSHED AGGREGATE SIZE NO 57	90.00	TON
0060	00078	CRUSHED AGGREGATE SIZE NO 2	18,288.00	TON
0070	00078	CRUSHED AGGREGATE SIZE NO 2	214.00	TON
		PAVE EDGE DRAIN		
0080	00100	ASPHALT SEAL AGGREGATE	582.00	TON
0090	00103	ASPHALT SEAL COAT	69.00	TON
0100	00190	LEVELING & WEDGING PG64-22	9,381.00	TON
0110	00214	CL3 ASPH BASE 1.00D PG64-22	88,426.00	TON
0120	00217	CL4 ASPH BASE 1.00D PG64-22	79,214.00	TON
0130	00219	CL4 ASPH BASE 1.00D PG76-22	41,749.00	TON
0140	00312	CL3 ASPH SURF 0.50D PG64-22	11,133.00	TON
0150	00335	CL4 ASPH SURF 0.50A PG76-22	20,279.00	TON
0160	00339	CL3 ASPH SURF 0.38D PG64-22	3,219.00	TON
0170	00358	ASPHALT CURING SEAL	306.00	TON
0180	00440	ENTRANCE PIPE-15 IN	33.00	LF
0190	00461	CULVERT PIPE-15 IN	100.00	LF
0200	00462	CULVERT PIPE-18 IN	175.00	LF
0210	00464	CULVERT PIPE-24 IN	46.00	LF
0220	00466	CULVERT PIPE-30 IN	30.00	LF
0230	00468	CULVERT PIPE-36 IN	46.00	LF
0240	00469	CULVERT PIPE-42 IN	12.00	LF
0250	00521	STORM SEWER PIPE-15 IN	2,713.00	LF
0260	00522	STORM SEWER PIPE-18 IN	733.00	LF
0270	00524	STORM SEWER PIPE-24 IN	76.00	LF
0280	01000	PERFORATED PIPE-4 IN	55,006.00	LF
0290	01001	PERFORATED PIPE-6 IN	39,412.00	LF
0300	01010	NON-PERFORATED PIPE-4 IN	3,326.00	LF
0310	01011	NON-PERFORATED PIPE-6 IN	550.00	LF
0320	01015	INSPECT & CERTIFY EDGE DRAIN SYSTEM HART CO.	1.00	LS
0330	01020	PERF PIPE HEADWALL TY 1-4 IN	21.00	EACH
0340	01021	PERF PIPE HEADWALL TY 1-6 IN	3.00	EACH
0350	01024	PERF PIPE HEADWALL TY 2-4 IN	7.00	EACH
0360	01028	PERF PIPE HEADWALL TY 3-4 IN	61.00	EACH
0370	01029	PERF PIPE HEADWALL TY 3-6 IN	1.00	EACH
0380	01032	PERF PIPE HEADWALL TY 4-4 IN	83.00	EACH
0390	01033	PERF PIPE HEADWALL TY 4-6 IN	8.00	EACH
0400	01310	REMOVE PIPE	190.00	LF
0410	01433	SLOPED BOX OUTLET TYPE 1-18 IN	1.00	EACH
0420	01450	S & F BOX INLET-OUTLET-18 IN	1.00	EACH
0430	01451	S & F BOX INLET-OUTLET-24 IN	2.00	EACH
0440	01480	CURB BOX INLET TYPE B	8.00	EACH
0450	01490	DROP BOX INLET TYPE 1	8.00	EACH
0460	01559	DROP BOX INLET TYPE 13G	2.00	EACH
0470	01584	CAP DROP BOX INLET	4.00	EACH
0480	01650	JUNCTION BOX	3.00	EACH
0490	01691	FLUME INLET TYPE 2	1.00	EACH
0500	01706	REMOVE CATCH BASIN	22.00	EACH
0510	01741	CORED HOLE DRAINAGE BOX CON-6 IN	68.00	EACH
0520	01825	ISLAND CURB AND GUTTER	100.00	LF
0530	01845	ISLAND INTEGRAL CURB	71.00	LF
0540	01955	CONC MEDIAN BARRIER TYPE 12C1	226.00	LF
0550	01967	CONC MEDIAN BARRIER TYPE 12C	23,113.00	LF
0560	01982	DELINEATOR FOR GUARDRAIL M/W	391.00	EACH
0570	01983	DELINEATOR FOR GUARDRAIL M/Y	18.00	EACH
0580	01984	DELINEATOR FOR BARRIER - WHITE	4,916.00	EACH
0590	01985	DELINEATOR FOR BARRIER - YELLOW	2,099.00	EACH
0600	02003	RELOCATE TEMP CONC BARRIER	161,478.00	LF
0610	02014	BARRICADE-TYPE III	9.00	EACH
0620	02081	JPC PAVEMENT-8 IN SHLD	139.00	SQYD
0630	02159	TEMP DITCH	29,946.00	LF

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0660	02200	ROADWAY EXCAVATION	286,101.00	CUYD	
0670	02223	GRANULAR EMBANKMENT	142.00	CUYD	
0680	02237	DITCHING	34,000.00	LF	
0690	02259	FENCE-TEMP	14,059.00	LF	
0700	02262	FENCE-WOVEN WIRE TYPE 1	535.00	LF	
0710	02265	REMOVE FENCE	550.00	LF	
0720	02267	REMOVE & RESET FENCE	288.00	LF	
0730	02268	REMOVE & REPLACE FENCE	47,442.00	LF	
0740	02351	GUARDRAIL-STEEL W BEAM-S FACE	8,200.00	LF	
0750	02360	GUARDRAIL TERMINAL SECTION NO 1	1.00	EACH	
0760	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	6.00	EACH	
0770	02367	GUARDRAIL END TREATMENT TYPE 1	10.00	EACH	
0780	02369	GUARDRAIL END TREATMENT TYPE 2A	18.00	EACH	
0790	02371	GUARDRAIL END TREATMENT TYPE 7	3.00	EACH	
0800	02373	GUARDRAIL END TREATMENT TYPE 3	1.00	EACH	
0810	02381	REMOVE GUARDRAIL	22,795.00	LF	
0820	02391	GUARDRAIL END TREATMENT TYPE 4A	8.00	EACH	
0830	02429	RIGHT-OF-WAY MONUMENT TYPE 1	10.00	EACH	
0840	02432	WITNESS POST	3.00	EACH	
0850	02469	CLEAN SINKHOLE	12.00	EACH	
0860	02483	CHANNEL LINING CLASS II	397.30	TON	
0870	02484	CHANNEL LINING CLASS III	948.00	TON	
0880	02542	CEMENT	1,953.00	TON	
0890	02545	CLEARING AND GRUBBING 74 ACRES	1.00	LS	
0900	02555	CONCRETE-CLASS B	33.00	CUYD	
0910	02562	SIGNS	2,642.00	SQFT	
0920	02570	PROJECT CPM SCHEDULE HART CO.	1.00	LS	
0930	02585	EDGE KEY	180.00	LF	
0940	02596	FABRIC-GEOTEXTILE TYPE I	2,681.00	SQYD	
0950	02599	FABRIC-GEOTEXTILE TYPE IV	63,897.00	SQYD	
0960	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	10,463.00	SQYD	
0970	02625	REMOVE HEADWALL	6.00	EACH	
0980	02650	MAINTAIN & CONTROL TRAFFIC HART CO.	1.00	LS	
0990	02671	PORTABLE CHANGEABLE MESSAGE SIGN	13.00	EACH	
1000	02676	MOBILIZATION FOR MILL & TEXT HART CO.	1.00	LS	
1010	02677	ASPHALT PAVE MILLING & TEXTURING	11,382.00	TON	
1020	02690	SAFELoading	40.00	CUYD	
1030	02696	SHOULDER RUMBLE STRIPS-SAWED	103,802.00	LF	
1040	02701	TEMP SILT FENCE	27,846.00	LF	
1050	02702	SAND FOR BLOTTER	767.00	TON	
1060	02703	SILT TRAP TYPE A	250.00	EACH	
1070	02704	SILT TRAP TYPE B	250.00	EACH	
1080	02705	SILT TRAP TYPE C	148.00	EACH	
1090	02706	CLEAN SILT TRAP TYPE A	1,500.00	EACH	
1100	02707	CLEAN SILT TRAP TYPE B	1,500.00	EACH	
1110	02708	CLEAN SILT TRAP TYPE C	888.00	EACH	
1120	02709	CLEAN TEMP SILT FENCE	118,576.00	LF	
1130	02720	SIDEWALK-4 IN CONCRETE	44.00	SQYD	
1140	02726	STAKING HART CO.	1.00	LS	
1150	02731	REMOVE STRUCTURE STA. 150+00	1.00	LS	
1160	02731	REMOVE STRUCTURE STA. 705+94	1.00	LS	
1170	02775	ARROW PANEL	4.00	EACH	
1180	02898	RELOCATE CRASH CUSHION	5.00	EACH	
1190	02998	MASONRY COATING	25,482.00	SQYD	
1200	03171	CONCRETE BARRIER WALL TYPE 9T	27,551.00	LF	
1210	03225	TUBULAR MARKERS	22.00	EACH	
1220	03240	BASE FAILURE REPAIR	112.00	SQYD	
1230	03270	TREE AND BRUSH REMOVAL	5,909.00	LF	
1240	05950	EROSION CONTROL BLANKET	21,515.00	SQYD	
1250	05952	TEMP MULCH	1,345,755.00	SQYD	
1260	05953	TEMP SEEDING AND PROTECTION	82,908.00	SQYD	
1270	05966	TOPDRESSING FERTILIZER	14.90	TON	
1280	05985	SEEDING AND PROTECTION	276,364.00	SQYD	
1290	05989	SPECIAL SEEDING CROWN VETCH	158,400.00	SQYD	
1300	06417	FLEXIBLE DELINEATOR POST-W	280.00	EACH	
1310	06418	FLEXIBLE DELINEATOR POST-Y	45.00	EACH	
1320	06510	PAVE STRIPING-TEMP PAINT-4 IN	38,946.00	LF	
1330	06511	PAVE STRIPING-TEMP PAINT-6 IN	407,686.00	LF	
1340	06514	PAVE STRIPING-PERM PAINT-4 IN	13,145.00	LF	
1350	06516	PAVE STRIPING-PERM PAINT-8 IN	231.00	LF	
1360	06549	PAVE STRIPING-TEMP REM TAPE-B	5,000.00	LF	
1370	06550	PAVE STRIPING-TEMP REM TAPE-W	3,000.00	LF	
1380	06551	PAVE STRIPING-TEMP REM TAPE-Y	3,000.00	LF	

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1410	06568	PAVE MARKING-THERMO STOP BAR-24IN	194.00	LF
1420	06570	PAVE MARKING-PAINT CROSS-HATCH	23,000.00	SQFT
1430	06574	PAVE MARKING-THERMO CURV ARROW	11.00	EACH
1440	06578	PAVE MARKING-THERMO MERGE ARROW	4.00	EACH
1450	06585	PAVEMENT MARKER TY IVA-MW TEMP	4,108.00	EACH
1460	06586	PAVEMENT MARKER TY IVA-MY TEMP	9,485.00	EACH
1470	06588	PAVEMENT MARKER TY IVA-BY TEMP	1,175.00	EACH
1480	06591	PAVEMENT MARKER TYPE V-BY	28.00	EACH
1490	06592	PAVEMENT MARKER TYPE V-B W/R	948.00	EACH
1500	06593	PAVEMENT MARKER TYPE V-B Y/R	1,184.00	EACH
1510	06600	REMOVE PAVEMENT MARKER TYPE V	876.00	EACH
1520	08100	CONCRETE-CLASS A	22.15	CUYD
1530	08150	STEEL REINFORCEMENT	633.00	LB
1540	08903	CRASH CUSHION TY VI CLASS BT TL3	10.00	EACH
1550	08904	CRASH CUSHION TY VI CLASS C	1.00	EACH
1560	10020NS	FUEL ADJUSTMENT	446,729.00	DOLL
1570	10030NS	ASPHALT ADJUSTMENT	610,478.00	DOLL
1580	20411ED	LAW ENFORCEMENT OFFICER	950.00	HOURL
1590	20415ES508	CONC MED BAR TY 12C2(50)	368.00	LF
1600	20430ED	SAW CUT	62,006.00	LF
1610	20432ES112	REMOVE CRASH CUSHION	2.00	EACH
1620	20465EC	CLEAN CULVERT STA. 12912+45	1.00	LS
1630	20465EC	CLEAN CULVERT STA. 12887+94	1.00	LS
1640	20465EC	CLEAN CULVERT STA. 12865+80	1.00	LS
1650	20465EC	CLEAN CULVERT STA. 2997+56.23	1.00	LS
1660	20465EC	CLEAN CULVERT STA. 3063+73.48	1.00	LS
1670	20465EC	CLEAN CULVERT STA. 3035+80.68	1.00	LS
1680	20465EC	CLEAN CULVERT STA. 3014+31.55	1.00	LS
1690	20465EC	CLEAN CULVERT STA. 3016+32.08	1.00	LS
1700	21597EN	REMOVE PERF PIPE HEADWALL	34.00	EACH
1710	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	16,994.00	LF
1720	22883EN	CONCRETE WEDGE CURB	2,637.00	LF
1730	23126EN	BORE AND JACK PIPE-18 IN	198.00	LF
1740	23131ER701	PIPELINE VIDEO INSPECTION	1,881.00	LF
1750	23148EN	END ANCHORS	1.00	EACH
1760	23237EN10W	WATERBLAST STRIPE REMOVAL	118,021.00	LF
1770	23274EN11F	TURF REINFORCEMENT MAT 1	13,536.00	SQYD
1780	23545EC	CLEAN ENHANCED SILT TRAP	360.00	EACH
1790	23956EC	PIPE REPAIR	6.00	EACH
1800	23975EC	CONC MED BARR BOX INLET TY 12A1-50(MOD	3.00	EACH
1810	23976EC	CONC MED BARR BOX INLET TY 12A2-50(MOD	3.00	EACH
1820	23977EC	CONC MED BARR BOX INLET TY 12B1-50(MOD	25.00	EACH
1830	23978EC	CONC MED BARR BOX INLET TY 12B2-50(MOD	24.00	EACH
1840	24189ER	DURABLE WATERBORNE MARKING-6 IN W	135,309.00	LF
1850	24190ER	DURABLE WATERBORNE MARKING-6 IN Y	57,510.00	LF
1860	24191ER	DURABLE WATERBORNE MARKING-12 IN W	3,132.00	LF
1870	24255EC	REMOVE CABLE GUARDRAIL BARRIER SYSTEM	25,951.00	LF
1880	24277EC	FLUSH SEDIMENT HART CO.	1.00	LS
1890	02231	STRUCTURE GRANULAR BACKFILL	238.00	CUYD
1900	02998	MASONRY COATING	1,471.00	SQYD
1910	03299	ARMORED EDGE FOR CONCRETE	75.00	LF
1920	08001	STRUCTURE EXCAVATION-COMMON	195.00	CUYD
1930	08002	STRUCTURE EXCAV-SOLID ROCK	43.00	CUYD
1940	08020	CRUSHED AGGREGATE SLOPE PROT	228.00	TON
1950	08033	TEST PILES	59.00	LF
1960	08046	PILES-STEEL HP12X53	490.00	LF
1970	08094	PILE POINTS-12 IN	22.00	EACH
1980	08100	CONCRETE-CLASS A	215.70	CUYD
1990	08104	CONCRETE-CLASS AA	448.80	CUYD
2000	08150	STEEL REINFORCEMENT	27,827.00	LB
2010	08151	STEEL REINFORCEMENT-EPOXY COATED	88,856.00	LB
2020	21532ED	RAIL SYSTEM TYPE III	570.80	LF
2030	24383EC	PC I-BEAM TY NH 66 61-HYBRID	1,408.30	LF
2040	02220	FLOWABLE FILL	196.00	CUYD
2050	02998	MASONRY COATING	1,965.00	SQYD
2060	03299	ARMORED EDGE FOR CONCRETE	134.00	LF
2070	08001	STRUCTURE EXCAVATION-COMMON	655.00	CUYD
2080	08002	STRUCTURE EXCAV-SOLID ROCK	27.00	CUYD
2090	08020	CRUSHED AGGREGATE SLOPE PROT	401.00	TON
2100	08033	TEST PILES	30.00	LF
2110	08039	PRE-DRILLING FOR PILES	315.00	LF
2120	08046	PILES-STEEL HP12X53	315.00	LF

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08100	CONCRETE-CLASS A	467.00	CUYD
2080 08104	CONCRETE-CLASS AA	663.00	CUYD
2150 08130	MECHANICAL REINF COUPLER #5	56.00	EACH
2160 08132	MECHANICAL REINF COUPLER #7	16.00	EACH
2170 08135	MECHANICAL REINF COUPLER #10	48.00	EACH
2180 08150	STEEL REINFORCEMENT	80,048.00	LB
2190 08151	STEEL REINFORCEMENT-EPOXY COATED	192,278.00	LB
2200 08634	PRECAST PC I BEAM TYPE 4	2,069.00	LF
2210 21532ED	RAIL SYSTEM TYPE III	601.00	LF
2220 04714	POLE 120 FT MTG HT HIGH MAST	7.00	EACH
2230 04761	LIGHTING CONTROL EQUIPMENT	1.00	EACH
2240 04773	HPS LUMINAIRE HIGH MAST	37.00	EACH
2250 04797	CONDUIT-3 IN	2,273.00	LF
2260 04800	MARKER	15.00	EACH
2270 04820	TRENCHING AND BACKFILLING	6,095.00	LF
2280 04860	CABLE-NO. 8/3C DUCTED	300.00	LF
2290 04861	CABLE-NO. 6/3C DUCTED	3,700.00	LF
2300 04862	CABLE-NO. 4/3C DUCTED	3,930.00	LF
2310 04863	CABLE-NO. 2/3C DUCTED	2,100.00	LF
2320 04940	REMOVE LIGHTING	1.00	LS
	HART CO.		
2330 20391NS835	ELECTRICAL JUNCTION BOX TYPE A	4.00	EACH
2340 20392NS835	ELECTRICAL JUNCTION BOX TYPE C	5.00	EACH
2350 20410ED	MAINTAIN LIGHTING	1.00	LS
	HART CO.		
2360 21543EN	BORE AND JACK CONDUIT	2,273.00	LF
2370 23161EN	POLE BASE-HIGH MAST	72.00	CUYD
2380 02568	MOBILIZATION	1.00	LS
2390 02569	DEMOBILIZATION	1.00	LS
2400 04903	REFERENCE MARKER	46.00	EACH
2410 04904	BARRIER MOUNTING BRACKET	23.00	EACH
2420 06400	GMSS GALV STEEL TYPE A	15,562.00	LB
2430 06405	SBM ALUMINUM PANEL SIGNS	1,948.00	SQFT
2440 06406	SBM ALUM SHEET SIGNS .080 IN	503.00	SQFT
2450 06407	SBM ALUM SHEET SIGNS .125 IN	563.00	SQFT
2460 06410	STEEL POST TYPE 1	1,004.00	LF
2470 06411	STEEL POST TYPE 2	1,125.00	LF
2480 06412	STEEL POST MILE MARKERS	10.00	EACH
2490 06441	GMSS GALV STEEL TYPE C	9,150.00	LB
2500 06451	REMOVE SIGN SUPPORT BEAM	25.00	EACH
2510 06490	CLASS A CONCRETE FOR SIGNS	86.00	CUYD
2520 06491	STEEL REINFORCEMENT FOR SIGNS	2,216.00	LB
2530 20418ED	REMOVE & RELOCATE SIGNS	21.00	EACH
2540 20419ND	ROADWAY CROSS SECTION	41.00	EACH
2550 20912ND	BARRIER WALL POST	4.00	EACH
2560 21373ND	REMOVE SIGN	39.00	EACH
2570 21596ND	GMSS TYPE D	33.00	EACH

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

**Supplemental Specifications to the Standard Specifications for Road and
Bridge Construction, 2012 Edition**

(Effective with the August 17, 2012 Letting)

Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	D) Testing Responsibilities.
Number:	4) Density.
Revision:	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
Subsection:	606.03.17 Special Requirements for Latex Concrete Overlays.
Part:	A) Existing Bridges and New Structures.
Number:	1) Prewetting and Grout-Bond Coat.
Revision:	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
Subsection:	609.03 Construction.
Revision:	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

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- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

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

*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

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

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

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

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

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

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

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

Effective June 15, 2012

SPECIAL NOTE FOR ROCK BLASTING

This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. This work consists of fracturing rock and constructing stable final rock cut faces using presplit blasting and production blasting techniques.

2.0 MATERIALS. Deliver, store, and use explosives according to the manufacturer's recommendations and applicable laws. Do not use explosives outside their recommended use date. Verify date of manufacture and provide copies of the technical data sheets (TDS) and material safety data sheets (MSDS) to the Engineer. Explosives and initiating devices include, but are not necessarily limited to, dynamite and other high explosives, slurries, water gels, emulsions, blasting agents, initiating explosives, detonators, blasting caps, and detonating cord.

3.0 CONSTRUCTION. Furnish copies or other proof of all-applicable permits and licenses. Comply with Federal, State, and local regulations on the purchase, transportation, storage, and use of explosive material. Regulations include but are not limited to the following:

- 1) KRS 351.310 through 351.9901.
- 2) 805 KAR 4:005 through 4:165
- 3) Applicable rules and regulations issued by the Office of Mine Safety and Licensing.
- 4) Safety and health. OSHA, 29 CFR Part 1926, Subpart U.
- 5) Storage, security, and accountability. Bureau of Alcohol, Tobacco, and Firearms (BATF), 27 CFR Part 181.
- 6) Shipment. DOT, 49 CFR Parts 171-179, 390-397.

3.1 Blaster-in-Charge. Designate in writing a blaster-in-charge and any proposed alternates for the position. Submit documentation showing the blaster-in-charge, and alternates, have a valid Kentucky blaster's license. Ensure the blaster-in-charge or approved alternate is present at all times during blasting operations.

3.2 Blasting Plans. Blasting plans and reports are for quality control and record keeping purposes. Blasting reports are to be signed by the blaster-in-charge or the alternate blaster-in-charge. The general review and acceptance of blasting plans does not relieve the Contractor of the responsibility whatsoever for conformance to regulations or for obtaining the required results. All blasting plans shall be submitted to the Engineer. The Engineer will be responsible for submitting the plan to the Central Office Division of Construction and the Division of Mine Reclamation and Enforcement, Explosives and Blasting Branch at the following address: 2 Hudson Hollow, Frankfort, Kentucky, 40601.

- A) General Blasting Plan.** Submit a general blasting plan for acceptance at least 15 working days before drilling operations begin. Include, as a minimum, the following safety and procedural details:

- 1) Working procedures and safety precautions for storing, transporting, handling, detonating explosives. Include direction on pre and post blast audible procedures, methods of addressing misfires, and methods of addressing inclement weather, including lightning.
- 2) Proposed product selection for both dry and wet holes. Furnish Manufacturer's TDS and MSDS for all explosives, primers, initiators, and other blasting devices.
- 3) Proposed initiation and delay methods.
- 4) Proposed format for providing all the required information for the site specific blasting shot reports.

B) Preblast Meeting. Prior to drilling operations, conduct a preblast meeting to discuss safety and traffic control issues and any site specific conditions that will need to be addressed. Ensure, at a minimum, that the Engineer or lead inspector, Superintendent, blaster-in-charge, and all personnel involved in the blasting operation are present. Site specific conditions include blast techniques; communication procedures; contingency plans and equipment for dealing with errant blast material. The conditions of the General Blasting plan will be discussed at this meeting. Record all revisions and additions made to the blasting plan and obtain written concurrence by the blaster-in-charge. Provide a copy of the signed blast plan to the Engineer along with the sign in sheet from the preblast meeting.

3.3 Preblast Condition Survey and Vibration Monitoring and Control. Before blasting, arrange for a preblast condition survey of nearby buildings, structures, or utilities, within 500 feet of the blast or that could be at risk from blasting damage. Provide the Engineer a listing of all properties surveyed and any owners denying entry or failing to respond. Notify the Engineer and occupants of buildings at risk at least 24 hours before blasting.

Limit ground vibrations and airblast to levels that will not exceed limits of 805 KAR 4:005 through 4:165. More restrictive levels may be specified in the Contract.

Size all blast designs based on vibration, distance to nearest building or utility, blast site geometry, atmospheric conditions and other factors. Ground vibrations are to be controlled according to the blasting standards and scaled distance formulas in 805 KAR 4:020 or by the use of seismographs as allowed in 805 KAR 4:030. The Department will require seismographs at the nearest allowable location to the protected site when blasting occurs within 500 feet of buildings, structures, or utilities.

3.4 Blasting. Drill and blast at the designated slope lines according to the blasting plan. Perform presplitting to obtain smooth faces in the rock and shale formations. Perform the presplitting before blasting and excavating the interior portion of the specified cross section at any location. The Department may allow blasting for fall benches and haul roads prior to presplitting when blasting is a sufficient distance from the final slope and results are satisfactory to the Engineer. Use the types of explosives and blasting accessories necessary to obtain the required results.

Free blast holes of obstructions for their entire depth. Place charges without caving the blast hole walls. Stem the upper portion of all blast holes with dry sand or other granular material passing the 3/8-inch sieve. Dry drill cuttings are acceptable for stemming when blasts are more than 800 feet from the nearest dwelling.

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Stop traffic during blasting operations when blasting near any road and ensure traffic does not pass through the Danger Zone. The blaster-in-charge will define the Danger Zone prior to each blast. Ensure traffic is stopped outside the Danger Zone, and in no case within 800 feet of the blast location.

Following a blast, stop work in the entire blast area, and check for misfires before allowing worker to return to excavate the rock.

Remove or stabilize all cut face rock that is loose, hanging, or potentially dangerous. Leave minor irregularities or surface variations in place if they do not create a hazard. Drill the next lift only after the cleanup work and stabilization work is complete.

When blasting operations cause fracturing of the final rock face, repair or stabilize it in an approved manner at no cost to the Department.

Halt blasting operations in areas where any of the following occur:

- 1) Slopes are unstable;
- 2) Slopes exceed tolerances or overhangs are created;
- 3) Backslope damage occurs;
- 4) Safety of the public is jeopardized;
- 5) Property or natural features are endangered;
- 6) Fly rock is generated; or
- 7) Excessive ground or airblast vibrations occur in an area where damage to buildings, structures, or utilities is possible.
- 8) The Engineer determines that materials have become unsuitable for blasting

Blasting operations may continue at a reasonable distance from the problem area or in areas where the problems do not exist. Make the necessary modifications to the blasting operations and perform a test blast to demonstrate resolution of the problem.

A) Drill Logs. Maintain a layout drawing designating hole numbers with corresponding drill logs and provide a copy of this information to the blaster prior to loading the hole. Ensure the individual hole logs completed by the driller(s) show their name; date drilled; total depth drilled; and depths and descriptions of significant conditions encountered during drilling that may affect loading such as water, voids, changes in rock type.

B) Presplitting. Conduct presplitting operations in conformance with Subsection 204.03.04 of the Standard Specifications for Road and Bridge Construction.

3.5 Shot Report. Maintain all shot reports on site for review by the Department. Within one day after a blast, complete a shot report according to the record keeping requirements of 805 KAR 4:050. Include all results from airblast and seismograph monitoring.

3.6 Unacceptable Blasting. When unacceptable blasting occurs, the Department will halt all blasting operations. Blasting will not resume until the Department completes its investigation and all concerns are addressed. A blast is unacceptable when it results in fragmentation beyond the final rock face, fly rock, excessive vibration or airblast, overbreak, damage to the final rock face or overhang. Assume the cost for all resulting damages to private and public property and hold the Department harmless.

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When an errant blast or fly rock causes damage to or blocks a road or conveyance adjacent to the roadway, remove all debris from the roadway as quickly as practicable and perform any necessary repairs. Additionally, when specified in the Contract, the Department will apply a penalty.

Report all blasting accidents to the Division of Mine Reclamation and Enforcement, Explosives and Blasting Branch at 502-564-2340.

4.0 MEASUREMENT AND PAYMENT. The Department will not measure this work for payment and will consider all items contained in this note to be incidental to either Roadway Excavation or Embankment-in-Place, as applicable. However, if the Engineer directs in writing slope changes, then the Department will pay for the second presplitting operation as Extra Work.

The Department will measure for payment material lying outside the typical section due to seams, broken formations, or earth pockets, including any earth overburden removed with this material, only when the work is performed under authorized adjustments.

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

The Department will not measure for payment any material necessary to be removed due to the inefficient or faulty blasting practices.

June 15, 2012

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**SPECIAL NOTE FOR BORING JACKING STEEL PIPE
WITHOUT CARRIER PIPE**

This Special Note will apply where indicated on the plans or in the proposal. Section references herein are to the Department’s 2012 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Bore and jack steel pipe. Use this note when no carrier pipe will be encased.

2.0 MATERIALS.

2.1 Pipe. Provide plain end steel pipe with a specific minimum yield strength, SMYS, of at least 35,000 psi and tensile strength of 60,000 psi per API-5L grade B material. The steel pipe supplied shall be manufactured by the seamless, electric-weld, submerged-arc weld or gas metal-arc well process as specified in API –5L. Certification of 35,000 psi SMYS shall be furnished by the supplier through the Contractor to the Engineer to retain 3 copies.

MINIMUM WALL THICKNESS FOR STEEL PIPE	
Nominal Diameter (Inches)	Wall Thickness (Inches)
18 or less	0.375
24	0.500
30	0.500
36	0.532
42	0.625

2.2 Grout. Conform to Subsection 601.03.03.

2.3 High Grade Bentonite. Conform to the following:

API 13A Section 4		
Requirement	Specification	Result
Viscometer Dial Reading at 600 rpm	30, minimum	40
Yield Point/Plastic Viscosity Ratio	3, maximum	3.00 maximum
Filtrate Volume	15 cm3, maximum	14.50 maximum
Residue greater than 75 micrometers	4.0 wt percent maximum	1.0-1.5 %
Moisture	10.0 wt percent maximum	9.0-9.5%

3.0 CONSTRUCTION. Perform the following:

1. Locate a suitable pit and obtain the Engineer’s approval.
2. Excavate the pit or trenches for the BORE AND JACK operation and for placing the end joints of pipe, when required. Securely sheet and brace the pits or trenches to prevent caving, where necessary.

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3. When installing pipe under railroads, highways, streets, or other facilities by Bore and Jack, perform construction without interfering with the facility operation or weakening the roadbed or structure.
4. Place excavated material near the top of the working pit and dispose of it as required. Use water or other fluids with the boring operation to lubricate the cuttings. Do not perform jetting.
5. In unconsolidated soil formations, use a gel-forming colloidal drilling fluid with at least 10 percent of high grade bentonite to consolidate excavated material, seal the walls of the hole, and lubricate subsequent removal of material and immediate pipe installation.
6. Ensure that the diameter of the excavation conforms to the outside diameter of the pipe as closely as possible.
7. Pressure grout voids that develop during the installation operation and that the Engineer determines are detrimental to the Work.
8. To force the pipe through the roadbed into the bored space, use a jack with a head constructed to apply uniform pressure around the ring of the pipe, which shall be square cut.
9. Set the pipe to be jacked on guides, braced together to properly support the pipe section and to direct it to the proper line and grade.
10. When the installation is made by concurrent boring and jacking, solidly weld all joints. Ensure the weld is strong enough to withstand the forces exerted from the boring and jacking operations as well as the vertical loading imposed on the pipe after installation and that it provides a smooth, non-obstructing joint in the interior of the pipe.
11. When the pipe is installed in open trench, bed and backfill according to Section 701.
12. The line and grade from the pipe's final position, as shown on plans, may vary no more than 2 percent in lateral alignment and one percent in vertical grade. Ensure that the final grade of the flow line is in the direction indicated on the Plans.
13. Use a cutting edge around the head end. Extend it a short distance beyond the pipe end with inside angles or lugs to keep the cutting edge from slipping back into the pipe.
14. Once the pipe installation begins, proceed with the operation without interruption to prevent the pipe from becoming firmly set in the embankment.
15. Remove and replace pipe damaged in jacking operations.
16. After completing the installation, backfill the excavated pits and trenches with flowable fill according to Section 601.03.03 B) 5 a) if the pit is in median area where it will have pavement over it.

4.0 MEASUREMENT. The Department will measure the completed length of Bore and Jacked pipe through the flowline from end to end in linear feet. The Department will not measure pressure grouting voids or removal and replacement of pipe damaged in jacking operations for payment and will consider it incidental to Bore and Jack. When abandoning a bore hole due to mechanical malfunction, improper alignment, or other problems due to construction operations, the Department will not measure the backfill and relocation for payment and will consider it incidental to this item of work. When abandoning a bore hole due to an unforeseen physical obstruction or situation, the Department will measure the work according to a negotiated supplemental agreement.

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

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<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
----	Bore and Jack, Size Pipe	Linear Foot

The Department will consider payment as full compensation for all materials, earthwork, shoring, pipe and work required under this section.

June 15, 2012

SPECIAL NOTE FOR TURF REINFORCING MAT

1.0 DESCRIPTION. Install turf reinforcement mat at locations specified in the Contract or as the Engineer directs. Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS.

2.1 Turf Reinforcement Mat (TRM). Use a Turf Reinforcement Mat defined as permanent rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a three-dimensional matrix of sufficient thickness and from the Department's List of Approved Materials. Mats must be 100% UV stabilized materials. For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting exclusively. Ensure product labels clearly show the manufacturer or supplier name, style name, and roll number. Ensure labeling, shipment and storage follows ASTM D-4873. The Department will require manufacturer to provide TRMs that are machine constructed web of mechanically or melt bonded nondegradable fibers entangled to form a three dimensional matrix. The Department will require all long term performance property values in table below to be based on non degradable portion of the matting alone. Approved methods include polymer welding, thermal or polymer fusion, or placement of fibers between two high strength biaxially oriented nets mechanically bound by parallel stitching with polyolefin thread. Ensure that mats designated in the plans as Type 4 mats, are not to be manufactured from discontinuous or loosely held together by stitching or glued netting or composites. Type 4 mats shall be composed of geosynthetic matrix that exhibits a very high interlock and reinforcement capacities with both soil and root systems and with high tensile modulus. The Department will require manufacturer to use materials chemically and biologically inert to the natural soil environments conditions. Ensure the blanket is smolder resistant without the use of chemical additives. When stored, maintain the protective wrapping and elevate the mats off the ground to protect them from damage. The Department will not specify these materials for use in heavily acidic coal seam areas or other areas with soil problems that would severally limit vegetation growth.

- A) Dimensions. Ensure TRMs are furnished in strips with a minimum width of 4 feet and length of 50 feet.
- B) Weight. Ensure that all mat types have a minimum mass per unit area of 7 ounces per square yard according to ASTM D 6566.
- C) Performance Testing: The Department will require AASHTO's NTPEP index testing. The Department will also require the manufacturer to perform internal MARV testing at a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory for tensile strength, tensile elongation, mass per unit area, and thickness once every 24,000 yds of production or whatever rate is required to ensure 97.7% confidence under ASTM D4439& 4354. The Department will require Full scale testing for slope and channel applications shear stress shall be done under ASTM D 6459, ASTM D 6460-07 procedures.

2.2 Classifications

The basis for selection of the type of mat required will be based on the long term shear stress level of the mat of the channel in question or the degree of slope to protect and will be designated in the contract. The Type 4 mats are to be used at structural backfills protecting critical

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structures, utility cuts, areas where vehicles may be expected to traverse the mat, channels with large heavy drift, and where higher factors of safety, very steep slopes and/or durability concerns are needed as determined by project team and designer and will be specified in the plans by designer.

Turf Reinforcement Matting					
Properties ¹	Type 1	Type 2	Type 3	Type 4	Test Method
Minimum tensile Strength lbs/ft	125	150	175	3000 by 1500	ASTM D6818 ²
UV stability (minimum % tensile retention)	80	80	80	90	ASTM D4355 ³ (1000-hr exposure)
Minimum thickness (inches)	0.25	0.25	0.25	0.40	ASTM D6525
Slopes applications	2H:1V or flatter	1.5H:1V or flatter	1H:1V or flatter	1 H: 1V or greater	
Shear stress lbs/ft ² Channel applications	6.0 ⁴	8.0 ⁴	10.0 ⁴	12.0 ⁴	ASTM D6459 ASTM D6460-07

¹ For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting alone.

²Minimum Average Roll Values for tensile strength of sample material machine direction.

³Tensile Strength percentage retained after stated 1000 hr duration of exposure under ASTM D4355 testing. Based on nondegradable components exclusively.

⁴Maximum permissible shear design values based on short-term (0.5 hr) vegetated data obtained by full scale flume testing ASTM D6459, D6460-07. Based on nondegradable components exclusively. Testing will be done at Independent Hydraulics Facility such as Colorado State University hydraulics laboratory, Utah State University hydraulics laboratory, Texas Transportation Institute (TTI) hydraulics and erosion control laboratory.

2.3 Quality Assurance Sampling, Testing, and Acceptance

- A) Provide TRM listed on the Department's List of Approved Materials. Prior to inclusion on the LAM, the manufacturer of TRM must meet the physical and performance criteria as outlined in the specification and submit a Letter Certifying compliance of the product under the above ASTM testing procedures and including a copy of report from Full Scale Independent Hydraulics Facility that Fully Vegetated Shear Stress meets shear stress requirements tested under D6459 and D6460-07.
- B) Contractors will provide a Letter of Certification from Manufacturer stating the product name, manufacturer, and that the product MARV product unit testing results meets Department criteria. Provide Letters once per project and for each product.
- C) Acceptance shall be in accordance with ASTM D-4759 based on testing performed by a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory using Procedure A of ASTM D-4354.

Current mats meeting the above criteria are shown on the Department’s List of Approved Materials.

2.4 Fasteners. When the mat manufacturer does not specify a specific fastener, 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 12 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils as directed by Engineer or Manufacturer’s Representative. Provide staples with colored tops when requested by the Engineer.

3.0 CONSTRUCTION. When requested by the Engineer, provide a Manufacturer’s Representative on-site to oversee and approve the initial installation of the mat. When requested by the Engineer, provide a letter from the Manufacturer approving the installation. When there is a conflict between the Department’s criteria and the Manufacturer’s criteria, construct using the more restrictive. The Engineer and Manufacturer’s Representative must approve all alternate installation methods prior to execution. Construct according to the Manufacturer’s recommendations and the following as minimum installation technique:

3.1 Site Preparation. Grade areas to be treated with matting and compact. Remove large rocks, soil clods, vegetation, roots, and other sharp objects that could keep the mat from intimate contact with subgrade. Prepare seedbed by loosening the top 2 to 3 inch of soil.

3.2 Installation. Install mats according to Standard Drawing Sepias “Turf Mat Channel Installation” and “Turf Mat Slope Installation.” Install mats at the specified elevation and alignment. Anchor the mats with staples with a minimum length of 12 inches. Use longer anchors for installations in sandy, loose, or wet soils as directed by the Engineer or Manufacturer’s Representative. The mat should be in direct contact with the soil surface.

4.0 MEASUREMENT. The Department will measure the quantity of Turf Reinforcement Mat by the square yard of surface covered. The Department will not measure preparation of the bed, providing a Manufacturer’s Representative, topsoil, or seeding for payment and will consider them incidental to the Turf Reinforcement Mat. The Department will not measure any reworking of slopes or channels for payment as it is considered corrective work and incidental to the Turf Reinforcement Mat. Seeding and protection will be an incidental item.

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>
23274EN11F	Turf Reinforcement Mat 1	Square Yard
23275EN11F	Turf Reinforcement Mat 2	Square Yard
23276EN11F	Turf Reinforcement Mat 3	Square Yard
23277EN11F	Turf Reinforcement Mat 4	Square Yard

April 18, 2009

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

This Special Provision will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Construct a soil, granular, or rock embankment with granular or cohesive pile core and place structure granular backfill, as the Plans require. Construct the embankment according to the requirements of this Special Provision, the Plans, Standard Drawing RGX 100 and 105, and the 2012 Standard Specifications.

2.0 MATERIALS.

2.1 Granular Embankment. Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.03.04, use the Special Construction Methods found in 3.2 of the Special Provision.

2.2 Rock Embankment. Provide durable rock from roadway excavation that consists principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.

2.3 Granular Pile Core. Select a gradation of durable rock to facilitate pile driving that conforms to Subsection 805.11. If granular pile core material hinders pile driving operations, take appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

2.4 Cohesive Pile Core. Conform to Section 206 of the Standard Specifications and use soil with at least 50 percent passing a No. 4 sieve having a minimum Plasticity Index (PI) of 10. In addition, keep the cohesive pile core free of boulders, larger than 6 inches in any dimension, or any other obstructions, which would interfere with drilling operations. If cohesive pile core material interferes with drilling operations, take appropriate means necessary to maintain excavation stability, at no expense to the Department.

2.5 Structure Granular Backfill. Conform to Subsection 805.11

2.6 Geotextile Fabric. Conform to Type I or Type IV in Section 214 and 843 as required in the plans.

3.0 CONSTRUCTION.

3.1 General. Construct roadway embankments at end bents according to Section 206 and in accordance with the Special Provision, the Plans, and Standard Drawings for the full embankment section. In some instances, granular or rock embankment will be required for embankment construction for stability purposes, but this special provision does not prevent the use of soil when appropriate. Refer to the plans for specific details regarding material requirements for embankment construction.

Place and compact granular or cohesive pile core, soil, granular or rock embankment, and structure granular backfill according to the applicable density requirements for the project. When constructing granular or rock embankments, use granular pile core for driven pile foundations and use cohesive pile core for pre-drilled pile or drilled shaft foundations. Place geotextile fabric, Type IV between cohesive pile core and structure

granular backfill and granular or rock embankment.

When granular or rock embankment is required for embankment construction, conform to the general requirements of Subsection 206.03.02 B). In addition, place the material in no greater than 2-foot lifts and compact with a vibrating smooth wheel roller capable of producing a minimum centrifugal force of 15 tons. Apply these requirements to the full width of the embankment for a distance of half the embankment height or 50 feet, whichever is greater, as shown on Standard Drawing RGX-105.

When using granular pile core, install 8-inch perforated underdrain pipe at or near the elevation of the original ground in the approximate locations depicted on the standard drawing, and as the Engineer directs, to ensure positive drainage of the embankment. Wrap the perforated pipe with a fabric of a type recommended by the pipe manufacturer.

After constructing the embankment, excavate for the end bent cap, drive piling or install shafts, place the mortar bed, construct the end bent, and complete the embankment to finish grade according to the construction sequence shown on the Plans or Standard Drawings and as specified hereinafter.

Certain projects may require widening of existing embankments and the removal of substructures. Construct embankment according to the plans. Substructure removal shall be completed according to the plans and Section 203. Excavation may be required at the existing embankment in order to place the structure granular backfill as shown in the Standard Drawings.

After piles are driven or shafts installed (see design drawings), slope the bottom of the excavation towards the ends of the trench as noted on the plans for drainage. Using a separate pour, place concrete mortar, or any class concrete, to provide a base for forming and placing the cap. Place side forms for the end bent after the mortar has set sufficiently to support workmen and forms without being disturbed.

Install 4-inch perforated pipe in accordance with the plans and Standard Drawings. In the event slope protection extends above the elevation of the perforated pipe, extend the pipe through the slope protection.

After placing the end bent cap and removing adjacent forms, fill the excavation with structure granular backfill material to the level of the berm prior to placing beams for the bridge. For soil embankments, place Type IV geotextile fabric between embankment material and structure granular backfill. After completing the end bent backwall, or after completing the span end wall, place the structure granular backfill to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation. Place Geotextile Fabric, Type IV over the surface of structure granular backfill prior to placing aggregate base course.

Tamp the backfill with hand tampers, pneumatic tampers, or other means the Engineer approves. Thoroughly compact the backfill under the overhanging portions of the structure to ensure that the backfill is in intimate contact with the sides of the structure.

Do not apply seeding, sodding, or other vegetation to the exposed granular embankment.

3.2 Special Construction Methods. Erodible or unstable materials may erode even when protected by riprap or channel lining; use the special construction method described below when using these materials.

Use fine aggregates or friable sandstone granular embankment at "dry land" structures only. Do not use them at stream crossings or locations subject to flood waters.

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the

end bent. Cover the fabric with at least 12 inches of non-erodible material.

For erodible or unstable materials having less than 50 percent passing a No. 4 sieve, cover with at least 12 inches of non-erodible material.

Where erodible or unstable granular embankment will be protected by riprap or channel lining, place geotextile fabric between the embankment and the specified slope protection.

4.0 MEASUREMENT.

4.1 Granular Embankment. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment any Granular Embankment that is not called for in the plans.

The Department will not measure for payment any special construction caused by using erodible or unstable materials and will consider it incidental to the Granular Embankment regardless of whether the erodible or unstable material was specified or permitted.

4.2 Rock Embankment. The Department will not measure for payment any rock embankment and will consider it incidental to roadway excavation or embankment in place, as applicable. Rock embankments will be constructed using granular embankment on projects where there is no available rock present within the excavation limits of the project.

4.3 Granular Pile Core. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment furnishing and placing 8-inch perforated underdrain pipe and will consider it incidental to the Granular pile core. The Department will not measure for payment any granular pile core that is necessary because the contractor elects to use granular or rock embankment when it is not specified in the plans.

4.4 Cohesive Pile Core. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204.

4.5 Structure Granular Backfill. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will consider it incidental to the work.

The Department will not measure structure excavation at the end bent or an existing embankment for payment and will consider it incidental to Structure Granular Backfill.

The Department will not measure for payment the 4-inch perforated underdrain pipe and will consider it incidental to the Structure Granular Backfill.

4.6 Geotextile Fabric. The Department will measure the quantities as specified in Section 214. The Department will not measure the quantity of fabric used for separating granular or rock embankment and cohesive pile core and will consider it incidental to cohesive pile core.

4.7 End Bent. The Department will measure the quantities according to the

Contract. The Department will not measure furnishing and placing the 2-inch mortar or concrete bed for payment and will consider it incidental to the end bent construction.

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>
02223	Granular Embankment	Cubic Yards
20209EP69	Granular Pile Core	Cubic Yards
20210EP69	Cohesive Pile Core	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards
02596, 02599	Geotextile Fabric, Type	See Section 214

The Department will consider payment as full compensation for all work required in this provision.

June 15, 2012

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

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

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

- 1. Instructions for Certification – First Tier Participants:**
 - a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 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;

(3) 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 (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is 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 its bid or proposal that the participant 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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**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.

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under these special provisions and in this contract is shown in "Special Notes Applicable to Project" in the bid proposal.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction the contractor shall submit to the Kentucky Transportation Cabinet, Department of Highways for its approval, an acceptable training program on forms provided by the Cabinet indicating the number of trainees to be trained in each selected classification. Failure to provide the Cabinet with the proper documentation evidencing an acceptable training program prior to commencing construction shall cause the Cabinet to suspend the operations of the contractor with (if applicable) working days being charged as usual against the contract time or (if applicable), no additional contract time being granted for the suspension period. The Cabinet will not be liable for the payment of any work performed during the suspension period due to the failure of the contractor to provide an acceptable training program. Said suspension period shall be terminated when an acceptable training program is received by the Cabinet. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Kentucky Transportation Cabinet, Department of Highways and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed for each hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

General Decision Number: KY120128 08/10/2012 KY128

Superseded General Decision Number: KY20100215

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

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

Modification Number	Publication Date
0	01/06/2012
1	05/25/2012
2	08/10/2012

* SUKY2010-164 07/12/2010

	Rates	Fringes
BRICKLAYER.....	\$ 22.90	8.50
CARPENTER		
Carpenter.....	\$ 21.40	8.50
Piledriverman.....	\$ 21.05	8.50
CEMENT MASON/CONCRETE FINISHER...	\$ 21.25	8.50
ELECTRICIAN.....	\$ 29.36	10.55
When required to work from bosum chairs on bridges where subject to direct fall, escept when using JLG's and bucket trucks up to 75 feet: Add 25% to base rate for 50 to 75 feet, and 50% over 75 feet.		
IRONWORKER.....	\$ 24.99	18.22
LABORER		
(01) General Laborer, Flagman, Steam Jenny.....	\$ 19.45	8.50
(02) Batch Truck Dumper, Deck Hand or Scow Man, Hand Blade Operator.....	\$ 19.70	8.50
(03) Power Driven Tool Operator: Wagon Drill, Chain Saw, Sand Blaster, Concrete Chipper, Pavement Breaker, Vibrator, Power		

Wheelbarrow, Power Buggy, Sewer Pipe Layer, Bottom Men, Dry Cement Handler, Concrete Rubber, Mason Tender.....	\$ 19.80	8.50
(04) Asphalt Lute and Rakerman, Side Rail Setter..	\$ 19.85	8.50
(05) Gunnite Nozzxleman, Gunnite Operator.....	\$ 19.95	8.50
(06) Tunnel Laborer (Free Air).....	\$ 20.00	8.50
(07) Tunnel Mucker (Free Air).....	\$ 20.05	8.50
(08) Tunnel Miner, Blaster and Driller (free Air).....	\$ 20.40	8.50
(09) Caisson Worker.....	\$ 20.95	8.50
(10) Powderman.....	\$ 21.05	8.50
(11) Drill Operator of Percussion Type Drills powered and propelled by an independent air supply...	\$ 22.25	8.50

PAINTER

All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07

PLUMBER.....	\$ 22.52	7.80
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POWER EQUIPMENT OPERATOR:

GROUP 1.....	\$ 24.10	8.50
GROUP 2.....	\$ 21.20	8.50
GROUP 3.....	\$ 21.40	8.50
GROUP 4.....	\$ 20.79	8.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Auto Patrol, Batchter Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching machine, Dragline, Dredge Engineer, Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or carry-all scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver Operator, Power Blade, Roller (Bituminous), Roller (earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist,m Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (under 212 cu ft), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, hydraulic Post Driver

SHEET METAL WORKER.....\$ 20.40 7.80

TRUCK DRIVER

(01) Truck Tender and Warehouseman.....	\$ 19.70	8.50
(02) Driver, Winch Truck and A-Frame when used in Transporting Materials.....	\$ 19.80	8.50
(03) Driver (Semi-trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....	\$ 19.90	8.50
(04) Driver on Mixer Trucks (all types).....	\$ 19.95	8.50
(05) Truck Mechanic.....	\$ 20.00	8.50
(06) Driver (3 tons and under), Tire Changer, Truck Mechanic Tender.....	\$ 20.03	8.50
(07) Driver on Pavement Breakers.....	\$ 20.05	8.50
(08) Driver (over 3 tons), Driver (Truck Mounted Rotary Drill).....	\$ 20.24	8.50
(09) Driver, Euclid and other Heavy Earth Moving Equipment.....	\$ 20.81	8.50
(10) Greaser on greasing facilities.....	\$ 20.90	8.50

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
HIGHWAY CONSTRUCTION LOCALITY NO. II

Determination No. CR-III-II-HWY

Project No.
Highway

Date of Determination: September 5, 2012

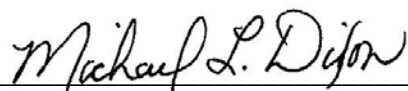
This schedule of the prevailing rate of wages for Locality No. II including the counties of ADAIR, BARREN, BELL, BREATHITT, CASEY, CLAY, CLINTON, CUMBERLAND, ESTILL, FLOYD, GARRARD, GREEN, HARLAN, HART, JACKSON, JOHNSON, KNOTT, KNOX, LAUREL, LAWRENCE, LEE, LESLIE, LETCHER, LINCOLN, MCCREARY, MAGOFFIN, MARTIN, MENIFEE, METCALFE, MONROE, MORGAN, OWSLEY, PERRY, PIKE, POWELL, PULASKI, ROCKCASTLE, RUSSELL, TAYLOR, WAYNE, WHITLEY, and WOLFE has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-III-II-HWY.

The following schedule of rates is to be used for highway construction projects advertised or awarded by the Kentucky Transportation Cabinet. This includes any contracts for the relocation of any utilities or other incidental construction projects advertised or awarded by public authorities as a result of the highway construction project.

Apprentices or trainees shall be permitted to work in accordance with Administrative Regulations adopted by the Commissioner of the Department of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.



Michael Dixon, Commissioner
Department of Workplace Standards

CLASSIFICATIONS	RATE AND FRINGE BENEFITS	
BOILERMAKERS:	BASE RATE	\$24.65
	FRINGE BENEFIT	12.94
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BRICKLAYERS:		
Bricklayers:	BASE RATE	\$22.90
	FRINGE BENEFITS	8.00
Stone Mason:	BASE RATE	\$21.50
	FRINGE BENEFITS	8.50
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CARPENTERS:		
Carpenters:	BASE RATE	\$23.71
	FRINGE BENEFITS	13.50
Piledrivers:	BASE RATE	\$23.96
	FRINGE BENEFITS	13.50
<hr/>		
CEMENT MASONS:	BASE RATE	\$21.25
	FRINGE BENEFITS	8.50
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ELECTRICIANS:	*BASE RATE	\$29.36
	FRINGE BENEFITS	10.55
*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.		
 LINEMAN:	*BASE RATE	\$30.09
	FRINGE BENEFITS	10.94
 EQUIPMENT OPERATOR:	*BASE RATE	\$26.90
	FRINGE BENEFITS	10.31
 GROUNDSMAN:	*BASE RATE	\$17.79
	FRINGE BENEFITS	8.51
<hr/>		
IRONWORKERS:	BASE RATE	\$ 26.34
	FRINGE BENEFITS	18.54
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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS:

GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers; batch truck dumpers; carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste – Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signalmen, sound barrier installer, storm and sanitary sewer laborers, swamper, truck spotters and dumpers, wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.15
	FRINGE BENEFITS	11.41

GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers – nuclear, radiation, toxic and hazardous waste – Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers – laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy and wheel barrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.40
	FRINGE BENEFITS	11.41

GROUP 3: Air track driller (all types), asphalt luteman and rakersm gunnite nozzleman, gunnite operators and mixers, grout pump operator, powderman and blaster, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.45
	FRINGE BENEFITS	11.41

GROUP 4: Caisson workers (free air), cement finishers, environmental laborer – nuclear, radiation, toxic and hazardous waste – Level A and B, miners and drillers (free air), tunnel blasters, and tunnel mockers (free air), directional and horizontal boring, air track drillers (all types), powder man and blasters, troxler and concrete tester if laborer is utilized:

HEAVY & HIGHWAY	BASE RATE	\$22.05
	FRINGE BENEFITS	11.41

OPERATING ENGINEERS:

Group A-1:
NCCCO or OECP Certified; Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), orangepeel, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BASE RATE	\$28.40
FRINGE BENEFITS	13.40

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

Group A:
Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheepfoot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller guries, self-propelled compactor, self-contained hydraulic percussion drill:

BASE RATE\$27.35

FRINGE BENEFITS13.40

Group B:
All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, mechanic helper, whirly oiler, tractair and road widening trencher, articulating trucks:

BASE RATE\$24.87

FRINGE BENEFITS13.40

Group B2:
Greaser on grease facilities servicing heavy equipment:

BASE RATE\$25.26

FRINGE BENEFITS13.40

Group C:
Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver:

BASE RATE\$24.60

FRINGE BENEFITS13.40

PAINTERS:

All Excluding Bridges:

BASE RATE\$19.92

FRINGE BENEFITS9.57

Bridges:

BASE RATE\$23.92

FRINGE BENEFITS10.07

<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>	
PLUMBERS:	BASE RATE	\$22.52
	FRINGE BENEFITS	7.80

SHEET METAL:	BASE RATE	\$20.40
	FRINGE BENEFITS	7.80

TRUCK DRIVERS:		
Truck helper and warehouseman:	BASE RATE	\$22.82
	FRINGE BENEFITS	13.50
Driver, winch truck and A-Frame when used in transporting materials:	BASE RATE	\$23.21
	FRINGE BENEFITS	13.50
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:	BASE RATE	\$23.11
	FRINGE BENEFITS	13.50
Driver on mixer trucks (all types):	BASE RATE	\$23.14
	FRINGE BENEFITS	13.50
Truck mechanic:	BASE RATE	\$23.11
	FRINGE BENEFITS	13.50
Driver (3 tons and under), tire changer and truck mechanic helper:	BASE RATE	\$22.93
	FRINGE BENEFITS	13.50
Driver on pavement breakers:	BASE RATE	\$23.21
	FRINGE BENEFITS	13.50
Driver (over 3 tons), driver (truck mounted rotary drill):	BASE RATE	\$23.11
	FRINGE BENEFITS	13.50
Driver, Euclid and other heavy earth moving equipment and Low Boy:	BASE RATE	\$23.21
	FRINGE BENEFITS	13.50
Greaser on greasing facilities:	BASE RATE	\$22.93
	FRINGE BENEFITS	13.50

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

These rates are listed pursuant to the Kentucky Determination No. CR-III-II- HWY dated September 5, 2012.

NOTE: Both Kentucky Determination No. CR-III-II-HWY and Federal Decision No. KY120128 dated August 10, 2012 apply to this project. Both sets of wage rates are included. If there is a difference in the two wages for the same classification, the Contractor is required to pay the higher of the two listed wages.

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
12.0%	6.9%

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

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

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

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
9.6%	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.

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**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 Hart County.

PART IV

INSURANCE

INSURANCE

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

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

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

PART V

BID ITEMS

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
FRANKFORT, KY 40622

CONTRACT ID: 121042
COUNTY: BARREN, HART
PROPOSAL: 121GR12D042-IM NH

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	00001	DGA BASE	78,698.000 TON		
0020	00003	CRUSHED STONE BASE	8,008.000 TON		
0030	00008	CEMENT STABILIZED ROADBED	104,275.000 SQYD		
0040	00018	DRAINAGE BLANKET-TYPE II-ASPH	116,641.000 TON		
0050	00071	CRUSHED AGGREGATE SIZE NO 57	112.000 TON		
0060	00078	CRUSHED AGGREGATE SIZE NO 2	24,384.000 TON		
0070	00078	CRUSHED AGGREGATE SIZE NO 2 PAVE EDGE DRAIN	239.000 TON		
0080	00100	ASPHALT SEAL AGGREGATE	639.000 TON		
0090	00103	ASPHALT SEAL COAT	76.000 TON		
0100	00190	LEVELING & WEDGING PG64-22	10,294.000 TON		
0110	00214	CL3 ASPH BASE 1.00D PG64-22	96,905.000 TON		
0120	00217	CL4 ASPH BASE 1.00D PG64-22	86,757.000 TON		
0130	00219	CL4 ASPH BASE 1.00D PG76-22	45,133.000 TON		
0140	00312	CL3 ASPH SURF 0.50D PG64-22	12,276.000 TON		
0150	00335	CL4 ASPH SURF 0.50A PG76-22	21,959.000 TON		
0160	00339	CL3 ASPH SURF 0.38D PG64-22	3,597.000 TON		
0170	00358	ASPHALT CURING SEAL	337.000 TON		
0180	00440	ENTRANCE PIPE-15 IN	33.000 LF		
0190	00461	CULVERT PIPE-15 IN	100.000 LF		
0200	00462	CULVERT PIPE-18 IN	179.000 LF		

KENTUCKY TRANSPORTATION CABINET
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0210	00464	CULVERT PIPE-24 IN	46.000 LF		
0220	00466	CULVERT PIPE-30 IN	30.000 LF		
0230	00468	CULVERT PIPE-36 IN	46.000 LF		
0240	00469	CULVERT PIPE-42 IN	12.000 LF		
0250	00521	STORM SEWER PIPE-15 IN	2,885.000 LF		
0260	00522	STORM SEWER PIPE-18 IN	733.000 LF		
0270	00524	STORM SEWER PIPE-24 IN	76.000 LF		
0280	01000	PERFORATED PIPE-4 IN	62,826.000 LF		
0290	01001	PERFORATED PIPE-6 IN	41,632.000 LF		
0300	01010	NON-PERFORATED PIPE-4 IN	3,724.000 LF		
0310	01011	NON-PERFORATED PIPE-6 IN	574.000 LF		
0320	01015	INSPECT & CERTIFY EDGE DRAIN SYSTEM BARREN CO.	(1.00) LS		
0330	01015	INSPECT & CERTIFY EDGE DRAIN SYSTEM HART CO.	(1.00) LS		
0340	01020	PERF PIPE HEADWALL TY 1-4 IN	21.000 EACH		
0350	01021	PERF PIPE HEADWALL TY 1-6 IN	3.000 EACH		
0360	01024	PERF PIPE HEADWALL TY 2-4 IN	7.000 EACH		
0370	01028	PERF PIPE HEADWALL TY 3-4 IN	79.000 EACH		
0380	01029	PERF PIPE HEADWALL TY 3-6 IN	1.000 EACH		
0390	01032	PERF PIPE HEADWALL TY 4-4 IN	84.000 EACH		
0400	01033	PERF PIPE HEADWALL TY 4-6 IN	8.000 EACH		
0410	01310	REMOVE PIPE	206.000 LF		

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0420	01433	SLOPED BOX OUTLET TYPE 1-18 IN	1.000 EACH		
0430	01450	S & F BOX INLET-OUTLET-18 IN	1.000 EACH		
0440	01451	S & F BOX INLET-OUTLET-24 IN	2.000 EACH		
0450	01480	CURB BOX INLET TYPE B	8.000 EACH		
0460	01490	DROP BOX INLET TYPE 1	8.000 EACH		
0470	01559	DROP BOX INLET TYPE 13G	2.000 EACH		
0480	01584	CAP DROP BOX INLET	4.000 EACH		
0490	01650	JUNCTION BOX	3.000 EACH		
0500	01691	FLUME INLET TYPE 2	1.000 EACH		
0510	01706	REMOVE CATCH BASIN	25.000 EACH		
0520	01741	CORED HOLE DRAINAGE BOX CON-6 IN	73.000 EACH		
0530	01825	ISLAND CURB AND GUTTER	100.000 LF		
0540	01845	ISLAND INTEGRAL CURB	71.000 LF		
0550	01955	CONC MEDIAN BARRIER TYPE 12C1	226.000 LF		
0560	01967	CONC MEDIAN BARRIER TYPE 12C	25,562.000 LF		
0570	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	406.000 EACH		
0580	01983	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL YELLOW	18.000 EACH		
0590	01984	DELINEATOR FOR BARRIER - WHITE	5,364.000 EACH		
0600	01985	DELINEATOR FOR BARRIER - YELLOW	2,127.000 EACH		
0610	02003	RELOCATE TEMP CONC BARRIER	179,153.000 LF		
0620	02014	BARRICADE-TYPE III	12.000 EACH		

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0630	02081	JPC PAVEMENT-8 IN SHLD	139.000 SQYD		
0640	02159	TEMP DITCH	32,972.000 LF		
0650	02160	CLEAN TEMP DITCH	32,972.000 LF		
0660	02165	REMOVE PAVED DITCH	5,562.000 SQYD		
0670	02200	ROADWAY EXCAVATION	299,947.000 CUYD		
0680	02223	GRANULAR EMBANKMENT	142.000 CUYD		
0690	02237	DITCHING	39,000.000 LF		
0700	02259	FENCE-TEMP	17,059.000 LF		
0710	02262	FENCE-WOVEN WIRE TYPE 1	535.000 LF		
0720	02265	REMOVE FENCE	550.000 LF		
0730	02267	REMOVE & RESET FENCE	288.000 LF		
0740	02268	REMOVE & REPLACE FENCE	52,522.000 LF		
0750	02351	GUARDRAIL-STEEL W BEAM-S FACE	8,200.000 LF		
0760	02360	GUARDRAIL TERMINAL SECTION NO 1	1.000 EACH		
0770	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	6.000 EACH		
0780	02367	GUARDRAIL END TREATMENT TYPE 1	12.000 EACH		
0790	02369	GUARDRAIL END TREATMENT TYPE 2A	20.000 EACH		
0800	02371	GUARDRAIL END TREATMENT TYPE 7	3.000 EACH		
0810	02373	GUARDRAIL END TREATMENT TYPE 3	1.000 EACH		
0820	02381	REMOVE GUARDRAIL	24,222.000 LF		
0830	02391	GUARDRAIL END TREATMENT TYPE 4A	8.000 EACH		

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0840	02429	RIGHT-OF-WAY MONUMENT TYPE 1	10.000 EACH		
0850	02432	WITNESS POST	3.000 EACH		
0860	02469	CLEAN SINKHOLE	12.000 EACH		
0870	02483	CHANNEL LINING CLASS II	440.300 TON		
0880	02484	CHANNEL LINING CLASS III	948.000 TON		
0890	02542	CEMENT	2,027.000 TON		
0900	02545	CLEARING AND GRUBBING 6.0 ACRES	(1.00) LS		
0910	02545	CLEARING AND GRUBBING 74 ACRES	(1.00) LS		
0920	02555	CONCRETE-CLASS B	33.000 CUYD		
0930	02562	SIGNS	2,642.000 SQFT		
0940	02570	PROJECT CPM SCHEDULE BARREN CO.	(1.00) LS		
0950	02570	PROJECT CPM SCHEDULE HART CO.	(1.00) LS		
0960	02585	EDGE KEY	280.000 LF		
0970	02596	FABRIC-GEOTEXTILE TYPE I	2,764.000 SQYD		
0980	02599	FABRIC-GEOTEXTILE TYPE IV	85,080.000 SQYD		
0990	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	10,981.000 SQYD	2.00	21,962.00
1000	02625	REMOVE HEADWALL	6.000 EACH		
1010	02650	MAINTAIN & CONTROL TRAFFIC	(1.00) LS		
1020	02650	MAINTAIN & CONTROL TRAFFIC HART CO.	(1.00) LS		
1030	02671	PORTABLE CHANGEABLE MESSAGE SIGN	16.000 EACH		
1040	02676	MOBILIZATION FOR MILL & TEXT BARREN CO.	(1.00) LS		

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1050	02676	MOBILIZATION FOR MILL & TEXT HART CO.	(1.00) LS		
1060	02677	ASPHALT PAVE MILLING & TEXTURING	13,502.000 TON		
1070	02690	SAFELOADING	44.160 CUYD		
1080	02696	SHOULDER RUMBLE STRIPS-SAWED	113,986.000 LF		
1090	02701	TEMP SILT FENCE	30,672.000 LF		
1100	02702	SAND FOR BLOTTER	844.000 TON		
1110	02703	SILT TRAP TYPE A	272.000 EACH		
1120	02704	SILT TRAP TYPE B	272.000 EACH		
1130	02705	SILT TRAP TYPE C	159.000 EACH		
1140	02706	CLEAN SILT TRAP TYPE A	1,632.000 EACH		
1150	02707	CLEAN SILT TRAP TYPE B	1,632.000 EACH		
1160	02708	CLEAN SILT TRAP TYPE C	954.000 EACH		
1170	02709	CLEAN TEMP SILT FENCE	135,532.000 LF		
1180	02720	SIDEWALK-4 IN CONCRETE	44.000 SQYD		
1190	02726	STAKING BARREN CO.	(1.00) LS		
1200	02726	STAKING HART CO.	(1.00) LS		
1210	02731	REMOVE STRUCTURE STA. 150+00	(1.00) LS		
1220	02731	REMOVE STRUCTURE STA. 705+94	(1.00) LS		
1230	02775	ARROW PANEL	6.000 EACH		
1240	02898	RELOCATE CRASH CUSHION	7.000 EACH		
1250	02998	MASONRY COATING	28,122.000 SQYD		

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
1260	03171	CONCRETE BARRIER WALL TYPE 9T	33,843.000 LF		
1270	03225	TUBULAR MARKERS	118.000 EACH		
1280	03240	BASE FAILURE REPAIR	112.000 SQYD		
1290	03270	TREE AND BRUSH REMOVAL	5,909.000 LF		
1300	05950	EROSION CONTROL BLANKET	22,951.000 SQYD		
1310	05952	TEMP MULCH	1,365,675.000 SQYD		
1320	05953	TEMP SEEDING AND PROTECTION	84,900.000 SQYD		
1330	05966	TOPDRESSING FERTILIZER	15.300 TON		
1340	05985	SEEDING AND PROTECTION	283,004.000 SQYD		
1350	05989	SPECIAL SEEDING CROWN VETCH	158,400.000 SQYD		
1360	06417	FLEXIBLE DELINEATOR POST-W	280.000 EACH		
1370	06418	FLEXIBLE DELINEATOR POST-Y	45.000 EACH		
1380	06510	PAVE STRIPING-TEMP PAINT-4 IN	41,186.000 LF		
1390	06511	PAVE STRIPING-TEMP PAINT-6 IN	448,419.000 LF		
1400	06514	PAVE STRIPING-PERM PAINT-4 IN	14,265.000 LF		
1410	06516	PAVE STRIPING-PERM PAINT-8 IN	231.000 LF		
1420	06549	PAVE STRIPING-TEMP REM TAPE-B	5,000.000 LF		
1430	06550	PAVE STRIPING-TEMP REM TAPE-W	7,800.000 LF		
1440	06551	PAVE STRIPING-TEMP REM TAPE-Y	6,600.000 LF		
1450	06567	PAVE MARKING-THERMO STOP BAR-12IN	25.000 LF		
1460	06568	PAVE MARKING-THERMO STOP BAR-24IN	194.000 LF		

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1470	06570	PAVE MARKING-PAINT CROSS-HATCH	24,040.000 SQFT		
1480	06574	PAVE MARKING-THERMO CURV ARROW	11.000 EACH		
1490	06578	PAVE MARKING-THERMO MERGE ARROW	4.000 EACH		
1500	06585	PAVEMENT MARKER TY IVA-MW TEMP	4,492.000 EACH		
1510	06586	PAVEMENT MARKER TY IVA-MY TEMP	10,765.000 EACH		
1520	06588	PAVEMENT MARKER TY IVA-BY TEMP	1,205.000 EACH		
1530	06591	PAVEMENT MARKER TYPE V-BY	35.000 EACH		
1540	06592	PAVEMENT MARKER TYPE V-B W/R	1,012.000 EACH		
1550	06593	PAVEMENT MARKER TYPE V-B Y/R	1,311.000 EACH		
1560	06600	REMOVE PAVEMENT MARKER TYPE V	940.000 EACH		
1570	08100	CONCRETE-CLASS A	22.150 CUYD		
1580	08150	STEEL REINFORCEMENT	633.000 LB		
1590	08903	CRASH CUSHION TY VI CLASS BT TL3	12.000 EACH		
1600	08904	CRASH CUSHION TY VI CLASS C	1.000 EACH		
1610	10020NS	FUEL ADJUSTMENT	485,839.000 DOLL	1.00	485,839.00
1620	10030NS	ASPHALT ADJUSTMENT	667,141.000 DOLL	1.00	667,141.00
1630	20411ED	LAW ENFORCEMENT OFFICER	1,050.000 HOUR		
1640	20415ES508	CONC MED BAR TY 12C2(50)	368.000 LF		
1650	20430ED	SAW CUT	67,098.000 LF		
1660	20432ES112	REMOVE CRASH CUSHION	2.000 EACH		
1670	20465EC	CLEAN CULVERT STA. 12865+80	(1.00) LS		

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1680	20465EC	CLEAN CULVERT STA. 12887+94	(1.00) LS		
1690	20465EC	CLEAN CULVERT STA. 12912+45	(1.00) LS		
1700	20465EC	CLEAN CULVERT STA. 2997+56.23	(1.00) LS		
1710	20465EC	CLEAN CULVERT STA. 3014+31.55	(1.00) LS		
1720	20465EC	CLEAN CULVERT STA. 3016+32.08	(1.00) LS		
1730	20465EC	CLEAN CULVERT STA. 3035+80.68	(1.00) LS		
1740	20465EC	CLEAN CULVERT STA. 3063+73.48	(1.00) LS		
1750	21597EN	REMOVE PERF PIPE HEADWALL	39.000 EACH		
1760	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	18,263.000 LF		
1770	22883EN	CONCRETE WEDGE CURB	2,637.000 LF		
1780	23126EN	BORE AND JACK PIPE-18 IN	198.000 LF		
1790	23131ER701	PIPELINE VIDEO INSPECTION	1,969.000 LF		
1800	23148EN	END ANCHORS	1.000 EACH		
1810	23237EN10W	WATERBLAST STRIPE REMOVAL	133,297.000 LF		
1820	23274EN11F	TURF REINFORCEMENT MAT 1	15,927.000 SQYD		
1830	23545EC	CLEAN ENHANCED SILT TRAP	390.000 EACH		
1840	23956EC	PIPE REPAIR	6.000 EACH		
1850	23975EC	CONC MED BARR BOX INLET TY 12A1-50(MOD)	3.000 EACH		
1860	23976EC	CONC MED BARR BOX INLET TY 12A2-50(MOD)	4.000 EACH		
1870	23977EC	CONC MED BARR BOX INLET TY 12B1-50(MOD)	25.000 EACH		
1880	23978EC	CONC MED BARR BOX INLET TY 12B2-50(MOD)	27.000 EACH		

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1890	24189ER	DURABLE WATERBORNE MARKING-6 IN W	150,585.000 LF		
1900	24190ER	DURABLE WATERBORNE MARKING-6 IN Y	62,602.000 LF		
1910	24191ER	DURABLE WATERBORNE MARKING-12 IN W	3,132.000 LF		
1920	24255EC	REMOVE CABLE GUARDRAIL BARRIER SYSTEM	27,466.000 LF		
1930	24277EC	FLUSH SEDIMENT BARREN CO.	(1.00) LS		
1940	24277EC	FLUSH SEDIMENT HART CO.	(1.00) LS		
SECTION 0002 BRIDGE					
1950	02220	FLOWABLE FILL	196.000 CUYD		
1960	02231	STRUCTURE GRANULAR BACKFILL	238.000 CUYD		
1970	02998	MASONRY COATING	3,436.000 SQYD		
1980	03299	ARMORED EDGE FOR CONCRETE	209.000 LF		
1990	08001	STRUCTURE EXCAVATION-COMMON	850.000 CUYD		
2000	08002	STRUCTURE EXCAV-SOLID ROCK	70.000 CUYD		
2010	08020	CRUSHED AGGREGATE SLOPE PROT	629.000 TON		
2020	08033	TEST PILES	89.000 LF		
2030	08039	PRE-DRILLING FOR PILES	315.000 LF		
2040	08046	PILES-STEEL HP12X53	805.000 LF		
2050	08094	PILE POINTS-12 IN	43.000 EACH		
2060	08100	CONCRETE-CLASS A	682.700 CUYD		
2070	08104	CONCRETE-CLASS AA	1,111.800 CUYD		
2080	08130	MECHANICAL REINF COUPLER #5	56.000 EACH		

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2090	08132	MECHANICAL REINF COUPLER #7	16.000 EACH		
2100	08135	MECHANICAL REINF COUPLER #10	48.000 EACH		
2110	08150	STEEL REINFORCEMENT	107,875.000 LB		
2120	08151	STEEL REINFORCEMENT-EPOXY COATED	281,134.000 LB		
2130	08634	PRECAST PC I BEAM TYPE 4	2,069.000 LF		
2140	21532ED	RAIL SYSTEM TYPE III	1,171.800 LF		
2150	24383EC	PC I-BEAM TY NH 66 61-HYBRID	1,408.300 LF		
SECTION 0003 SIGNING					
2160	04903	REFERENCE MARKER	52.000 EACH		
2170	04904	BARRIER MOUNTING BRACKET	26.000 EACH		
2180	06400	GMSS GALV STEEL TYPE A	17,632.000 LB		
2190	06405	SBM ALUMINUM PANEL SIGNS	2,218.000 SQFT		
2200	06406	SBM ALUM SHEET SIGNS .080 IN	503.000 SQFT		
2210	06407	SBM ALUM SHEET SIGNS .125 IN	581.000 SQFT		
2220	06410	STEEL POST TYPE 1	1,054.000 LF		
2230	06411	STEEL POST TYPE 2	1,125.000 LF		
2240	06412	STEEL POST MILE MARKERS	10.000 EACH		
2250	06441	GMSS GALV STEEL TYPE C	10,592.000 LB		
2260	06451	REMOVE SIGN SUPPORT BEAM	28.000 EACH		
2270	06490	CLASS A CONCRETE FOR SIGNS	96.000 CUYD		
2280	06491	STEEL REINFORCEMENT FOR SIGNS	2,568.000 LB		

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2290	20418ED	REMOVE & RELOCATE SIGNS	22.000 EACH		
2300	20419ND	ROADWAY CROSS SECTION	45.000 EACH		
2310	20912ND	BARRIER WALL POST	4.000 EACH		
2320	21373ND	REMOVE SIGN	42.000 EACH		
2330	21596ND	GMSS TYPE D	35.000 EACH		
SECTION 0004 LIGHTING					
2340	04714	POLE 120 FT MTG HT HIGH MAST	7.000 EACH		
2350	04761	LIGHTING CONTROL EQUIPMENT	1.000 EACH		
2360	04773	HPS LUMINAIRE HIGH MAST	37.000 EACH		
2370	04797	CONDUIT-3 IN	2,273.000 LF		
2380	04800	MARKER	15.000 EACH		
2390	04820	TRENCHING AND BACKFILLING	6,095.000 LF		
2400	04860	CABLE-NO. 8/3C DUCTED	300.000 LF		
2410	04861	CABLE-NO. 6/3C DUCTED	3,700.000 LF		
2420	04862	CABLE-NO. 4/3C DUCTED	3,930.000 LF		
2430	04863	CABLE-NO. 2/3C DUCTED	2,100.000 LF		
2440	04940	REMOVE LIGHTING HART CO.	(1.00) LS		
2450	20391NS835	ELECTRICAL JUNCTION BOX TYPE A	4.000 EACH		
2460	20392NS835	ELECTRICAL JUNCTION BOX TYPE C	5.000 EACH		
2470	20410ED	MAINTAIN LIGHTING HART CO.	(1.00) LS		
2480	21543EN	BORE AND JACK CONDUIT	2,273.000 LF		

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2490	23161EN	POLE BASE-HIGH MAST	72.000 CUYD		
SECTION 0005 TRAINEES					
2500	02742	TRAINEE PAYMENT REIMBURSEMENT 1 EQUIPMENT OPERATOR GROUP 1	1,600.000 HOUR		
2510	02742	TRAINEE PAYMENT REIMBURSEMENT 1 EQUIPMENT OPERATOR GROUP 2	1,400.000 HOUR		
SECTION 0006 MOB AND DEMOB					
2520	02568	MOBILIZATION (NO MORE THAN 5%)	LUMP		
2530	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			