



CALL NO. 200

CONTRACT ID. 122199

BARREN COUNTY

FED/STATE PROJECT NUMBER 005GR12P079-FD05 AND HSIP

DESCRIPTION US 31W RESURFACING AND SAFETY PROJECT

WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN

PRIMARY COMPLETION DATE 11/15/2012

LETTING DATE: July 13, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 13, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

DBE CERTIFICATION REQUIRED - 3%

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

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PART I
SCOPE OF WORK

CONTRACT ID - 122199

ADMINISTRATIVE DISTRICT - 03

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - BARREN

005GR12P079-FD05 AND HSIP US 31W RESURFACING AND SAFETY PROJECT

COUNTY - BARREN

PES - MP00531W1201

FD05 005 031W 006-009

NORTH DIXIE HIGHWAY (US 31W) BEGIN AT THE INTERSECTION OF KY 90 (MP 6.768) EXTENDING NORTH TO HART COUNTY LINE (MP 8.905), A DISTANCE OF 2.14 MILES. ASPHALT RESURFACING. GEOGRAPHIC COORDINATES LATITUDE 37^08'22" LONGITUDE 85^57'05"

AVERAGE DAILY TRAFFIC - 9065 AVERAGE MAINLINE WIDTH - 34.0 FEET

COUNTY - BARREN

PES - MP00531W1202

HSIP 9010 (024)

NORTH DIXIE HIGHWAY (US 31W) BEGIN 200 FEET SOUTHWEST OF FORD STREET (MP 7.250) TO 100 FEET SOUTHWEST OF FORD STREET (MP 7.269), A DISTANCE OF 0.02 MILES. MAINTENANCE. GEOGRAPHIC COORDINATES LATITUDE 37^08'02" LONGITUDE 85^57'28"

AVERAGE DAILY TRAFFIC - 9065

COMPLETION DATE(S):

COMPLETION DATE - November 15, 2012

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.

ACCESS TO RECORDS

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

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

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

10/18/2011

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

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

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

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

09/14/11

SURFACING AREAS

The Department estimates the mainline surfacing width to be 22 – 37 feet.

The Department estimates the total mainline area to be surfaced to be 41,688 square yards.

The Department estimates the shoulder width to be 1.5 – 10 feet on each side.

The Department estimates the total shoulder area to be surfaced to be 3,476 square yards.

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.

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.

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.

**GEOGRID REINFORCEMENT
FOR ASPHALT PAVEMENTS**

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. This specification covers geogrid used for the reinforcement of asphalt pavements.

2.0 MATERIALS AND EQUIPMENT.

2.1 Geogrid. Furnish fiberglass-reinforced or polyester geogrid coated with an elastomeric polymer. Ensure the geogrid forms a stable network such that the ribs, filaments, or yarns retain their dimensional stability, including selvages. When the Contract specifies, furnish geogrid with a non-woven fabric backing composed of long chain synthetic polymers that are 95 percent by weight polyolefins or polyesters.

A) Physical Requirements. Furnish the specified geogrid type conforming to the Physical Requirements Table and ASTM D 4759. Ensure that each geogrid shipment is accompanied by a manufacturer’s certification listing minimum average roll specification values of each lot number for those properties listed in the table.

When the Contract specifies, furnish geogrid with a non-woven fabric backing that conforms to AASHTO M288 for paving fabric, except the minimum melting point is 360 °F.

PROPERTY	TEST METHOD	SPECIFICATION
Tensile Strength, lb/in (min.)	GRI-GG1	560
Elongation at Break, % (max.)	GRI-GG1	5
Melting Point, °F (min.)	ASTM D 276	360
Aperture Size, inch	I. D. Calipered	1.0 by 1.0

B) Packaging, Shipment, and Storage. Ensure that each roll is labeled with the manufacturer’s name, product type, style number, lot number, roll number, manufactured date, roll dimensions, chemical composition, and applicable physical properties. Protect the geogrid from direct sunlight, ultraviolet rays, flames, aggressive chemicals, mud, dirt, dust, and debris during all periods of shipment and storage. Keep geogrids dry until installation, and do not store directly on the ground.

2.2 Asphalt Distributor. Conform to 406.02.05.

2.3 Rolling Equipment. Use pneumatic-tired rollers that weigh at least 12 tons and have 7 to 9 tires capable of inflation pressures up to 125 psi. Maintain an inflation pressure in all tires within ± 5 psi of the manufacturer’s recommended pressure. Arrange the tires so that the gap between the tires of the front axle is covered by the tires of the rear axle. Mount wheels to provide equal contact pressure under each wheel. Use a tire tread that is satisfactory to the Engineer. Maintain tire size and inflation pressure such that the contact pressure is at least 80 psi.

3.0 CONSTRUCTION.

3.1 Geogrid Representative. Ensure that a representative of the geogrid manufacturer is on the project when work begins, and remains on call as the project progresses, to advise the Engineer.

3.2 Weather Restrictions. Do not place the geogrid when weather conditions, in the opinion of the Engineer, are not suitable. Ensure the air and pavement temperatures sufficient to allow the tack coat to hold the geogrid, and fabric backing when specified, in place. Specifically, ensure the temperature is at least 60 °F and rising.

3.3 Surface Preparation. Perform any needed base repairs and repair all potholes, cracks greater the 1/4 inch, and any badly damaged or rough pavement which may require milling or placement of leveling course. Ensure the surface is dry, clean, dust-free, and between 40 and 140 °F. Using a calibrated distributor truck, apply an asphalt tack coat uniformly at a residual rate of 0.3 gallons per square yard for fabric backed material and at a residual rate of 0.08 gallons per square yard for material without backing. Unless the geogrid is precoated with an adhesive, apply the tack coat to a minimum of 3 inches wider than the area to be covered by the geogrid.

3.4 Geogrid Placement. Place the geogrid while the tack coat is still tacky/broken. Keep the material flat and wrinkle free throughout the installation. Roll the geogrid until the adhesive is activated or the geogrid is seated in the tack coat. Clean the roller with an asphalt release agent. Brooming may be required. On sharp curves, cut the edges and fold the geogrid over in the direction of the placement of the asphalt overlay. Overlap

side joints by one to 2 inches. Overlap all end-of-roll joints by 3 to 6 inches. Ensure that the overlaps are shingled in the direction of paving.

3.5 Asphalt Placement. Place asphalt scratch course as directed by the Engineer then place a 1.5-inch surface course. Pave over the geogrid on the same day of its placement. Except for paving equipment and vehicles, allow no traffic on the grid until the following course of asphalt mixture is placed.

3.6 Geogrid Repair. Repair any visible distress that occurs due to movement of the geogrid immediately after rolling. For small areas, remove the asphalt mixture from the affected area; replace the geogrid in its original position, and replace, level, and compact the asphalt mixture. Cut the geogrid if necessary for it to lie flat.

3.7 Sampling and Testing. The Department will sample the geogrid at the project site according to ASTM D 4354 and KM 64-113 at a frequency the Engineer determines. The Department will test the geogrid for all properties possible given the testing equipment availability. When the Department determines that an individual sample fails to meet any specification requirement, the Department will reject that roll and sample 2 additional rolls from the same lot. When the Department determines that either of these 2 additional samples fails to comply with any part of the specification, the Department will reject the entire quantity of rolls represented by that sample.

4.0 MEASUREMENT. The Department will measure the quantity of geogrid in square yards. The Department will not measure geogrid when the contract indicates that the geogrid are incidental to the work being performed or when no separate bid item for geogrid is listed in the proposal. The Department will not measure providing the geogrid manufacturer’s representative for payment and will consider it incidental to the geogrid.

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>
00110	Geogrid Reinforcement for Asphalt	Square Yard

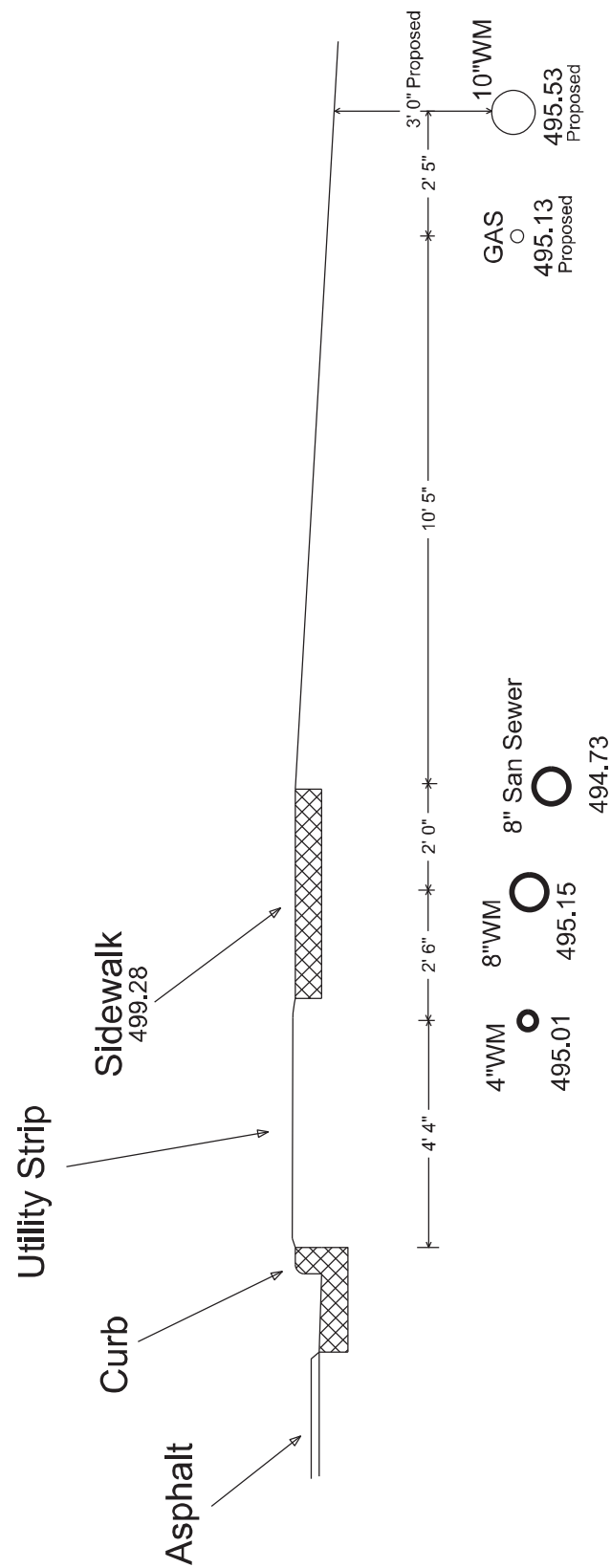
SPECIAL NOTE FOR SINKHOLE REPAIR

Existing Dry Well and/or Sink Hole shall be excavated to a depth to expose such throat or opening and capped with Class B Concrete as per the 2012 Standard Drawings, Standard Specifications, and as directed by the Engineer. Excavated material shall be removed and transported to a site off of Right of Way obtained by the Contractor at no additional cost to the Department. Once capped, the remaining excavated area shall be fabric lined and backfilled with #2 Crushed Limestone to an elevation 12 inches below existing asphalt surface. Class 2 Asphalt Base 0.75D will then be placed in **two 6 inch lifts** to complete the backfill.

Existing Drainage will be modified, incorporating a Modified Drop Box Inlet Type 3 in the curb line and modifying the existing curb to accommodate the DBI (See Detail Drawings). 75 LF of 12 inch equivalent culvert pipe will be laid perpendicular from the roadway intercepting the surface drainage from the DBI and empty into the adjacent lot. Culvert pipe grade shall be determined at the time of construction by the Engineer and Contractor. When executing the construction, **Verify that Positive Drainage of the curb/gutter line, DBI, and culvert pipe has been attained.**

Special care should be taken to avoid existing utilities in the Area. Dimensions and Locations of utilities shown on the detail drawing are **estimates ONLY**. Field verification **WILL** be necessary.

Cross Section



SPECIAL PROVISION FOR WASTE AND BORROW SITES

Obtain U.S. Army Corps of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". The Corps of Engineers defines "Waters of the United States" as perennial or intermittent streams, ponds or wetlands. The Corps of Engineers also considers ephemeral streams, typically dry except during rainfall but having a defined drainage channel, to be jurisdictional waters. Direct questions concerning any potential impacts to "Waters of the United States" to the attention of the appropriate District Office for the Corps of Engineers for a determination prior to disturbance. Be responsible for any fees associated with obtaining approval for waste and borrow sites from the U.S. Army Corps of Engineer or other appropriate regulatory agencies.

1-296 Waste & Borrow Sites
01/02/2012

SPECIAL NOTE FOR AWARD OF CONTRACT

Contrary to Section 103.02, the Department may hold the Bid Proposals of any or all bidders for a period not to exceed 90 calendar days for final disposition of award. The Department may hold the Bid Proposal of the lowest bidder longer than 90 calendar days if the bidder concurs.

Contrary to Section 103.04, The Department will hold the Proposal Guaranty of the lowest bidder and the Proposal Guaranty of the second lowest bidder, as determined by the Commissioner, until the Department awards the Contract and executes and approves the Contract and bond of the successful bidder, or until the Department rejects all Bid Proposals. If the Department does not make an award within 90 calendar days, the Department will return all Proposal Guaranties.

Except as provided in this note or elsewhere in the proposal, the Department will apply all other applicable portions of Section 103.

1-3002 Award of Contract
01/02/2012

SPECIAL NOTE FOR MANHOLE ADJUSTMENTS

The City of Cave City is responsible for manhole adjustments. Notify the Engineer a minimum of 30 calendar days prior to beginning any work on the project. Unless directed otherwise by the Engineer, do not begin resurfacing until the manhole adjustments are completed by the City. The Engineer will coordinate the work between the Contractor and City.

SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER SEPARATE OPERATION

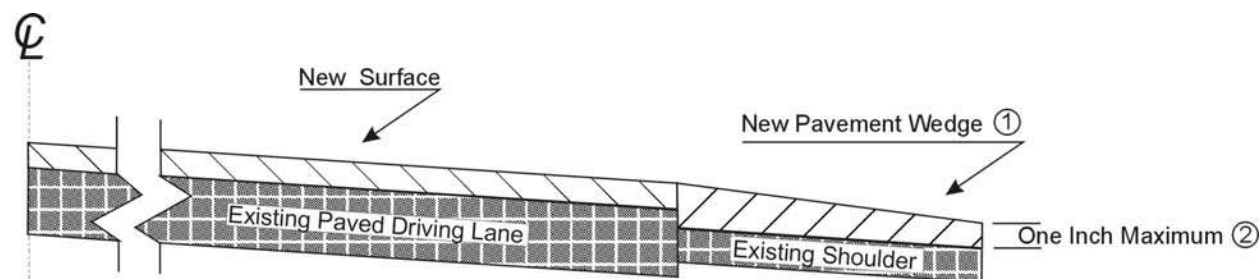
1.0 MATERIALS. Provide an Asphalt Mixture for Pavement Wedge conforming to Section 407 of the Standard Specifications or an Asphalt Surface Mixture conforming to Section 403 of the Standard Specifications, as applicable to the project, for the pavement wedge.

2.0 CONSTRUCTION. Place the Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture as a separate operation from the driving lane. Prime the existing shoulder with tack material as the Engineer directs before placing the wedge. Construct according to Sections 407.03 and 403.03 as applicable.

When the Engineer deems it appropriate to pave both the driving lane and the adjoining wedge monolithically, equip the paver with a modified screed that extends the full width of the wedge being placed and is tapered to produce a wedge. Obtain the Engineer's approval of the modified screed before placing shoulder wedge monolithically with the driving lane.

The wedge may vary in thickness at the edge of the driving lanes. Where existing site conditions permit, limit the outside edge thickness of the new paving limits to one inch above the existing shoulder wedge elevation. If an Asphalt Surface Mixture is furnished for the pavement wedge, texture according to Section 403.03.08.

The following sketch is primarily for the computation of quantities; however, the wedge will result in a similar cross-section where sufficient width exists. Do not construct a shoulder for placing the wedge unless specified elsewhere in the Contract.



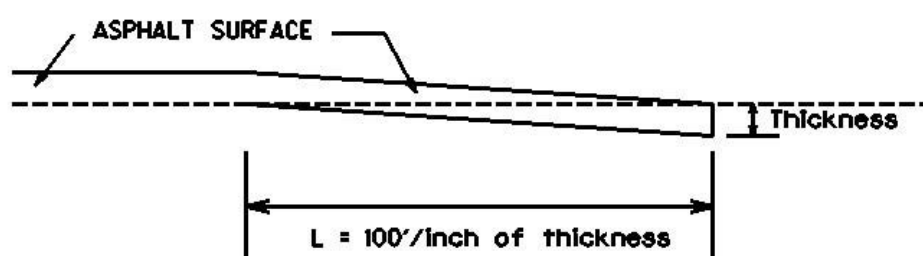
3.0 MEASUREMENT. The Department will measure Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture placed as the pavement wedge according to Sections 403 and 407 as applicable.

4.0 PAYMENT. The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures placed as pavement wedge according to Section 403. The Department will make payment for the completed and accepted quantities of Asphalt Mixture for Pavement Wedge according to Section 407.

SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project as applicable. Unless specified in the Contract or directed by the Engineer, do not construct edge keys at intersecting streets, roads, alleys, or entrances. Cut out the existing asphalt surface to the required depth and width shown on the drawing and heel the new surface into the existing surface. The Department will make payment for this work at the Contract unit price per ton for Asphalt Pavement Milling and Texturing, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

EDGE KEY



Thickness = 1.5 Inches

L = 150 LF

L= Length of Edge Key

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

Begin paving operations within **48 hours** of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

Contrary to Section 408, the Department will retain possession of the material obtained from the milling operations. Deliver this material to the State Maintenance facility in Barren County. The Contractor, at his option, may elect to keep this material at an agreed cost of \$7.50 per ton. If the Contractor elects this option, the Department will deduct the cost for this material from money due on the Contract.

NOTICE TO CONTRACTOR: The Department considers transfer of millings to the state maintenance facility to be a part of the construction project, therefore truck operators are subject to receiving prevailing wages.

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

Consider the dimensions shown on the typical sections for pavement and shoulder widths and thickness' to be nominal or typical dimensions. The Engineer may direct or approve varying the actual dimensions to be constructed to fit existing conditions. Do not widen existing pavement or shoulders unless specified elsewhere in this proposal or directed by the engineer.

1-3725 Typical Section Dimensions
01/02/2012

SPECIAL NOTE FOR SIDEWALK RAMPS & DETECTABLE WARNINGS

GENERAL

Unless otherwise stated in the contract, or as directed by or with prior approval from the Engineer, construct Sidewalk Ramps and Detectable Warnings in accordance with Section 505; Supplemental Specifications, Standard Drawings RPM-150-07, RPM-152-07, RPM-170-08, RPM-172-06, and RGX-040-02, current editions, as applicable. Saw cut existing sidewalks, curb and gutter, and pavement, if present, as shown on the detail and reconstruct sidewalk ramps with detectable warnings as directed or approved by the Engineer. Unless specified otherwise in the Contract, construct sidewalk with 4" nominal minimum required thickness; however, if the existing sidewalk thickness is found to be greater or less than the thickness specified, transition the thickness as directed by the Engineer.

Except as required by the work, do not disturb drainage pipe, catch basins, and other roadway features, appurtenances and installations. Restore any roadway features, appurtenances, and installations damaged by the work in like kind materials and design at no additional cost to the Department. Dispose of all waste off the right of way at sites obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow).

MEASUREMENT & PAYMENT

SIDEWALK RAMPS – The Department will measure Sidewalk Ramps in accordance with Section 505.04; however, the Department will not measure Roadway Excavation or Embankment in Place, but shall be incidental to the Sidewalk. Accept payment at the Contract unit price per square yard as full compensation for all labor, materials, equipment, and incidentals required for removal and disposal of existing sidewalk and curb and gutter, excavation and embankment, construction of the sidewalk ramps, reconstruction of the adjacent curb and/or sidewalk as necessary to install the sidewalk ramps, and restoration of disturbed features in accordance with these notes or as directed by the Engineer.

DETECTABLE WARNINGS – The Department will measure and make payment for Detectable Warnings in accordance with Section 505 and Standard Drawing RGX-040-02, current editions.

1-3791 Sidewalk Ramps Pay SY
04/20/2012

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

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

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

The Engineer may specify days and hours when lane closures will not be allowed.

At locations with three or more lanes, maintain one lane of traffic in each direction at all times during construction. At locations with two lanes, maintain alternating one way traffic during construction. Provide a minimum clear lane width of 11 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

LANE CLOSURES

Do not leave lane closures in place during non-working hours.

SIGNS

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

CHANGEABLE MESSAGE SIGNS

Provide changeable message signs in advance of and within the project at locations determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional changeable message signs as directed by the Engineer. Place changeable message signs in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens, relocate or provide additional changeable message signs so that traffic has warning of slowed or stopped traffic before reaching the end of the actual queue. The

Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

ARROW PANELS

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of arrow panels in concurrent use at the same time on a single day on all sections of the contract. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Arrow Panels only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Arrow Panels or for panels signs the Engineer directs be replaced due to poor condition or readability for payment. Retain possession of the Arrow Panels upon completion of the work.

TEMPORARY ENTRANCES

The Engineer will not require the Contractor to provide continuous access to farms, single family, duplex, or triplex residential properties during working hours; however, provide reasonable egress and ingress to each such property when actual operations are not in progress at that location. Limit the time during which a farm or residential entrance is blocked to the minimum length of time required for actual operations, not extended for the Contractor's convenience, and in no case exceeding six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

Except as allowed by the Phasing as specified above, maintain direct access to all side streets and roads, schools, churches, commercial properties and apartments or apartment complexes of four or more units at all times.

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

TRAFFIC SIGNAL LOOPS

Install traffic signal loops according to the Special Notes for Traffic Signal Loop Replacement. Coordinate the placement of the loops with the Engineer.

THERMOPLASTIC INTERSECTION MARKINGS

Consider the locations listed on the summary as approximate only. Prior to milling and/or resurfacing, locate and document the locations of the existing markings. After resurfacing, replace the markings at their approximate existing locations or as directed by Engineer. Place markings not existing prior to resurfacing as directed by the Engineer.

BARRICADES

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

The Department will measure barricades used to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of construction.

PAVEMENT MARKINGS

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course.

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

If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

PAVEMENT EDGE DROP-OFFS

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

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

Less than 2" - No protection required.

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

Greater than 4' - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing on coming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the engineer.

TRAFFIC CONTROL FOR RAISED PAVEMENT MARKER INSTALLATIONS

Except as provided herein, maintain and control traffic in accordance with the Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work. Do not install Type V Raised Pavement Markers on bridge Decks. If raised pavement markers are specified for bridge decks, use flush-mounted Type IV-A markers. Install all necessary traffic control devices before beginning work. Provide egress and ingress to all ramps, side roads, and entrances at all times. After the pavement markers have been placed on the roadway, leave traffic control devices in place to protect the markers from damage by traffic until the Engineer determines the adhesive epoxy has sufficiently hardened. When work is suspended or completed and the Engineer determines the pavement markers are completely bonded to the pavement, immediately remove the traffic control devices.

TWO-LANE, TWO-WAY ROADWAYS:

The Department will consider installation of raised pavement markers on two-lane, two-way roadway sections to be short-duration operations. Accomplish the work in only one lane and affect the adjacent lane as little as possible. Sign approaches to the immediate work area in accordance with Standard Drawings TTC-100-03 and TTC-105-02. Install the signs on approved temporary mountings.

As a minimum, equip all work vehicles used in the roadway with strobe lights or rotating beacons. If a flashing arrow board is mounted directly on a work vehicle, operate the board in caution mode only; do not use a flashing arrow indication. The Department will not require the use of a Truck Mounted Attenuator (TMA) on two-lane, two-way roadway sections.

MULTI-LANE ROADWAYS:

Place raised pavement markers behind stationary lane closures. Obtain the Engineer's approval for stationary lane closures prior to use. Sign approved stationary lane closures according to Standard Drawings TTC-115-02 and TTC-125-02. If the Contractor desires an interior lane closure, prepare a plan and obtain the Engineer's approval prior to use. Install all necessary traffic control devices before beginning work.

Protect the work zone with a TMA conforming to Sections 725.02.05 and 725.03.03. Place the TMA within the lane closure at locations approved by the Engineer. Contrary to Section 725.03.03, retain possession of the TMA upon completion of the work.

Restrict the work area to not more than one lane of traffic plus 24 inches maximum of only one adjacent lane in each direction of travel. Provide a minimum lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. Limit the length of a lane closure to not exceed 1 mile in urban areas or 3 miles in rural areas as designated by the Engineer. Do not erect more than one lane closure in each direction of travel unless there is at least 2 miles separation between lane closures and both lane closures are in the same lane.

SPECIAL NOTE FOR TRAFFIC SIGNAL LOOP DETECTORS

I. DESCRIPTION.

Be advised there are existing traffic signal loop detectors within the construction limits of this project. Except as specified herein, perform traffic signal loop replacement in accordance with the Department's Standard and Supplemental Specifications and Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for replacement of traffic signal loop installation(s) and all other work specified as part of this contract.

II. MATERIALS.

Except as specified herein, furnish materials in accordance with Section 723. Provide for materials to be sampled and tested in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in these Notes.

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

B. Sand. Furnish natural sand meeting the requirements of 804.04.01.

C. Seeding. Use Seed Mix Type I.

D. Loop Saw Slot and Fill. Furnish loop sealant, backer rod, and non-shrink grout according to the Saw Slot Detail.

III. CONSTRUCTION METHODS.

Except as specified herein, install and test Traffic Signal Loop Detectors in accordance with Section 723 and the drawings.

A. Coordination. Notify the Engineer in writing, two (2) weeks prior to beginning any work. The Engineer will contact and maintain liaison with the District Traffic Engineer and the Central Office Division of Traffic Operations to coordinate the Department's operations with the Contractor's work.

B. Maintain and Control Traffic. See Traffic Control Plan.

C. Milling. On projects involving milling and texturing of the existing pavement, install loops in the existing pavement before performing the milling and texturing. If, after milling, the remnant contents of the existing saw slot (grout, loop wires, backer rod, and/or loop sealant) are not intact and flush with or below the top of the milled portion of the asphalt and with the saw slot completely filled with fines from the milling operation,

Traffic Signal Loop Detectors

Page 2 of 7

clear the saw slot of loose remnant contents and refill the saw slot with natural sand. Obtain the Engineer's approval of the stabilized saw slot prior to resurfacing.

D. Loop Saw Slot and Fill. The following is a typical step by step procedure for the installation of a loop.

- Carefully mark the slot to be cut, perpendicular to the flow of traffic and centered in the lane.
- Make each saw-cut 3/8-inch wide and at a depth such that the top of the backer rod is a minimum of 4 inches below the surface of asphalt pavement.
- Drill a 1½ inch core hole at each corner and use a chisel to smooth corners to prevent sharp bends in the wire.
- Clean ALL foreign and loose matter out of the slots and drilled cores and within 1 foot on all sides of the slots using a high pressure washer.
- Completely dry the slots and drilled cores and within 1 foot on all sides of the slots.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1½ inch hole on a 45° angle to the conduit adjacent to the roadway.
- Closely inspect all cuts, cores, and slots for jagged edges or protrusions prior to the placement of the wire. All jagged edges and protrusions shall be ground or re-cut and cleaned again.
- Place the loop wire splice-free from the termination point (cabinet or junction box) to the loop, continue around the loop for two turns (6'x30' loop) or three turns (6'x6' loop), and return to the termination point.
- Push the wire into the saw slot with a blunt object such as a wooden stick. Make sure that the loop wire is pushed fully to the bottom of the saw slot. Screwdrivers shall not be used.
- Install duct sealant to a minimum of 1" deep into the cored 1½ inch hole.
- Apply loop sealant from the bottom up and fully encapsulate the loop wires in the saw slot. The wire should not be able to move when the sealant has set.
- Cover the encapsulated loop wire with a continuous layer of backer rod along the entire loop and home run saw slots such that no voids are present between the loop sealant and backer rod.
- Finish filling the saw cut with non-shrinkable grout per manufacturer's instructions. Alleviate all air pockets and refill low spaces. There shall be no concave portion to the grout in the saw slot. Any excess grout shall be cleaned from the roadway to alleviate tracking.
- Clean up the site and dispose of all waste off the project.
- Ensure that the grout has completely cured prior to subjecting the loop to traffic. Curing time varies with temperature and humidity.

Traffic Signal Loop Detectors
Page 3 of 7

E. Final Dressing, Clean Up, and Seeding. After all work is completed, clean work sites and all disturbed areas. Dispose of all waste and debris off the right of way at sites obtained by the Contractor at no additional cost to the Department. Sow all disturbed earthen areas with Seed Mix Type I.

F. Property Damage. Be responsible for all damage to public and/or private property resulting from the work. Upon completion of the work, restore all disturbed highway features and private property in like kind design and materials at no additional cost to the Department.

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

H. Right-of-Way Limits. The Department has not established exact limits of Right-of-Way. Limit work activities to obvious Right-of-Way and work areas secured by the Department through Consent and Release of the adjacent property owners. Be responsible for all encroachments onto private lands.

I. Utility Clearance. Work around and do not disturb existing utilities. The Department does not anticipate that existing utilities will require relocation; however, if utility relocation is required, the utility companies will work concurrently with the Contractor while relocating their facilities.

J. Caution. Consider the information in this proposal and shown on the plans and the type of work listed herein to be approximate. Do not take the information to be an accurate evaluation of the materials and conditions to be encountered during construction. The bidder must draw his own conclusions as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and will not consider any claims for additional compensation if the conditions encountered are not in accordance with the information shown.

K. Control. Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with each other's work will be reduced to a minimum. By submitting bid, the Contractor agrees to make no claims against the Department for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

Traffic Signal Loop Detectors
Page 4 of 7

IV. MEASUREMENT.

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

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

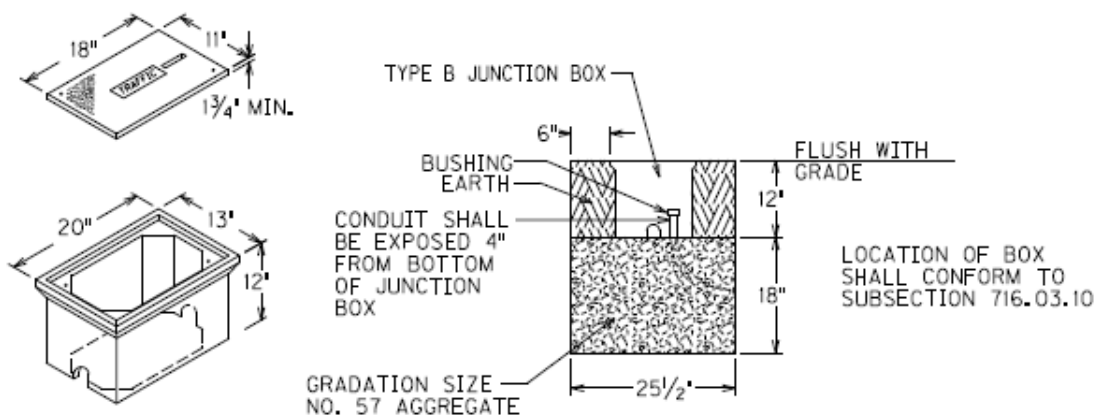
B. Traffic Signal Loop detectors. See Section 723.04.

C. Sand. The department will not measure natural sand used to fill existing loop slots after milling, but shall be incidental to Milling and Texturing

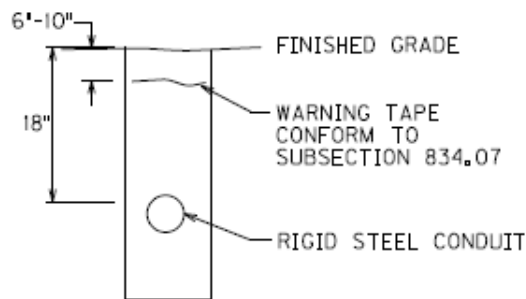
V. PAYMENT. The Department will make payment for the completed and accepted quantities of listed items according to Section 723.05. The Department will consider payment as full compensation for all work required under these notes and the Standard Specifications.

1-3892 Traffic Signal Loop Detectors
05/18/2012

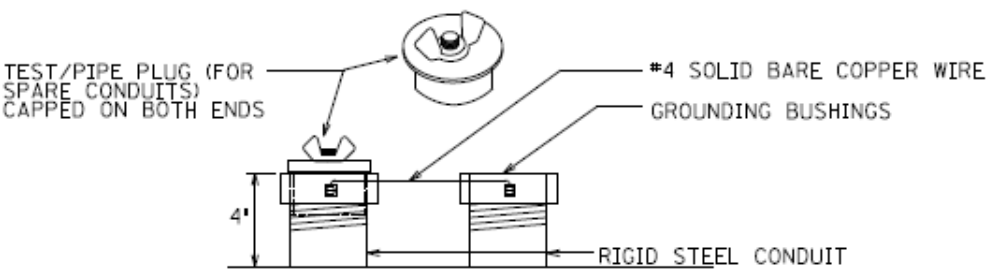
Traffic Signal Loop Detectors
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ELECTRICAL JUNCTION BOX TYPE B

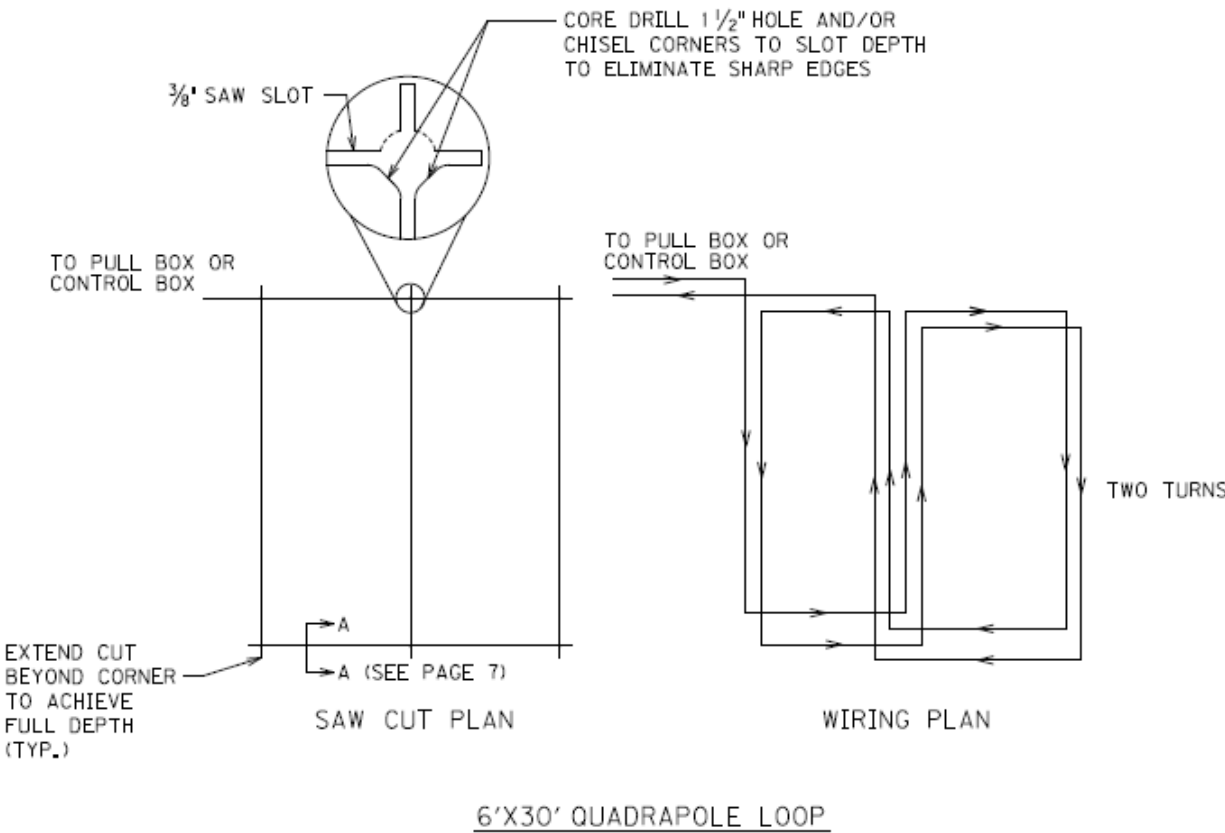
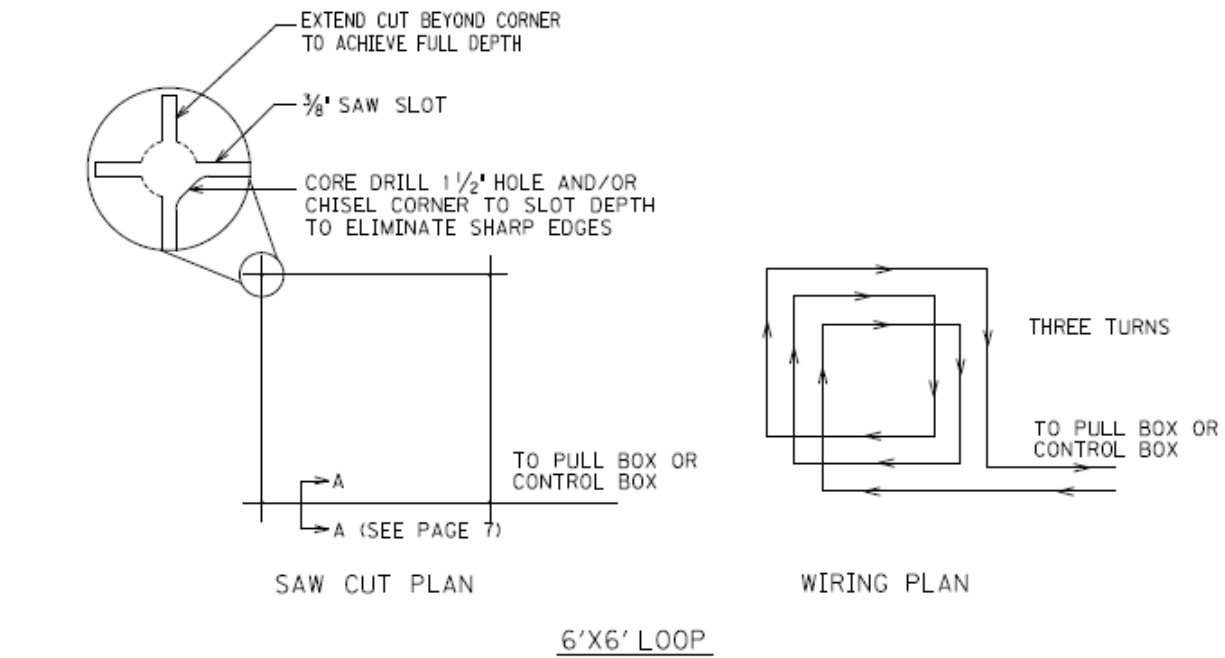


DEPTH OF CONDUIT

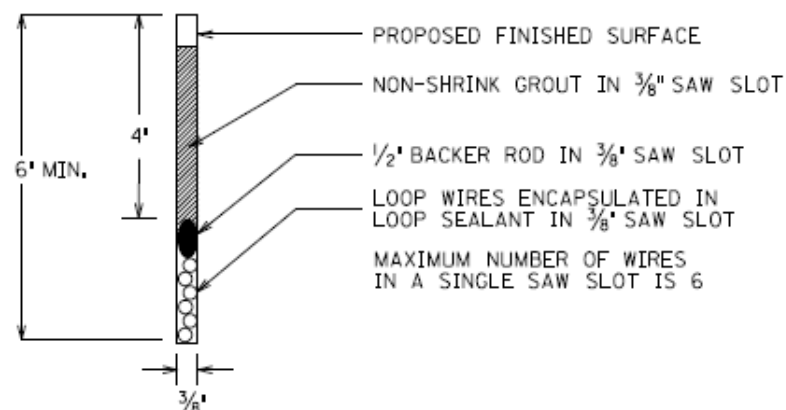


TYPICAL GROUNDING DETAIL

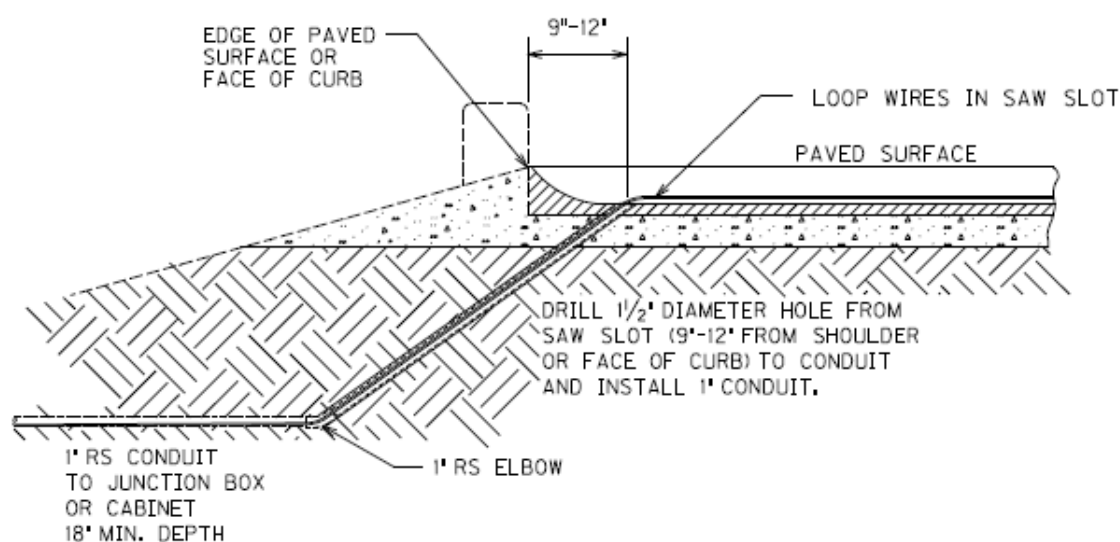
Traffic Signal Loop Detectors
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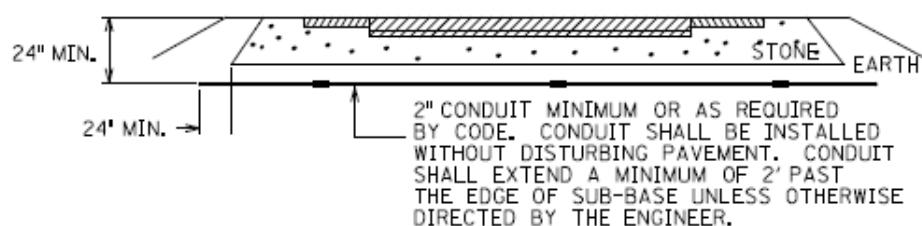
Traffic Signal Loop Detectors
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SECTION A-A (SAW SLOT DETAIL)



SAW SLOT EDGE OF PAVEMENT TRANSITION



CONDUIT UNDER EXISTING PAVEMENT DETAIL

Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded

☒ Original

☐ State Funded

☐ 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: January 19, 2012

Project Name: _____

Letting Date: February 24, 2012

Project #: FD52 005 0031W 007-008

County: Barren

Item #: 99-904

Federal #: HSIP 9010 (024)

Description of Project: US 31W at MP 7.252. Repair dry well collapse, install drop boxes and storm drain, re-construct sidewalk and cross walk.

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

Approved: DAVID L. ORR
Printed Name


Signature KYTC, Director of ROW & Utilities 1/20/12

Approved: _____
Printed Name

Signature FHWA, ROW Officer (when applicable)

Right-of-Way Certification Form

Revised 2/22/11

Date: January 19, 2012

Project Name: _____

Project #: FD52 005 0031W 007-008

County: Barren

Item #: 99-904

Federal #: HSIP 9010 (024)

Letting Date: February 24, 2012

This project has 1 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.

1 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

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

BARREN COUNTY
UPN: FD52 005 83527 02 C
Federal No. HSIP 9010 024
Road Name: US-31W in Cave City
Description: Improve Storm Sewer Drainage

The following companies have facilities to be relocated and/or adjusted on the subject project. It should be assumed that these areas will not be available to the Roadway Contractor prior to the estimated completion dates.

Atmos Energy Corporation

Atmos Energy Corporation, Glasgow Office, Brett Lowe, Superintendent, 200 North Broadway, Glasgow, Kentucky 42141, Telephone Number: (270) 651-8989. The Gas Company has completed its relocation of their facilities on the subject project.

Caveland Environmental Authority, Incorporated

Caveland Environmental Authority, Inc., Mr. David Peterson, CEO, P.O. Box 426, Cave City, Kentucky 42127, Assistant: William Hunley, Telephone Number: (270) 773-2887. The Water Company has existing facilities to be relocated on the subject project. The Water Company expects to complete its relocation on or before May 31, 2012.

The Contractor is advised to review the following notes that describe the impact of utilities on the scheduling of the project.

The Roadway Contractor is advised to review the following notes that describe the impact of utilities on the scheduling of the project. The Roadway Contractor should note that this may not be a complete list of the utility owners involved.

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.

COORDINATION WITH UTILITY FACILITY OWNERS

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

Where conflicts with utility facilities are unavoidable the Roadway Contractor will coordinate any necessary relocation work with the facility owner.

PROTECTION OF UTILITY FACILITIES

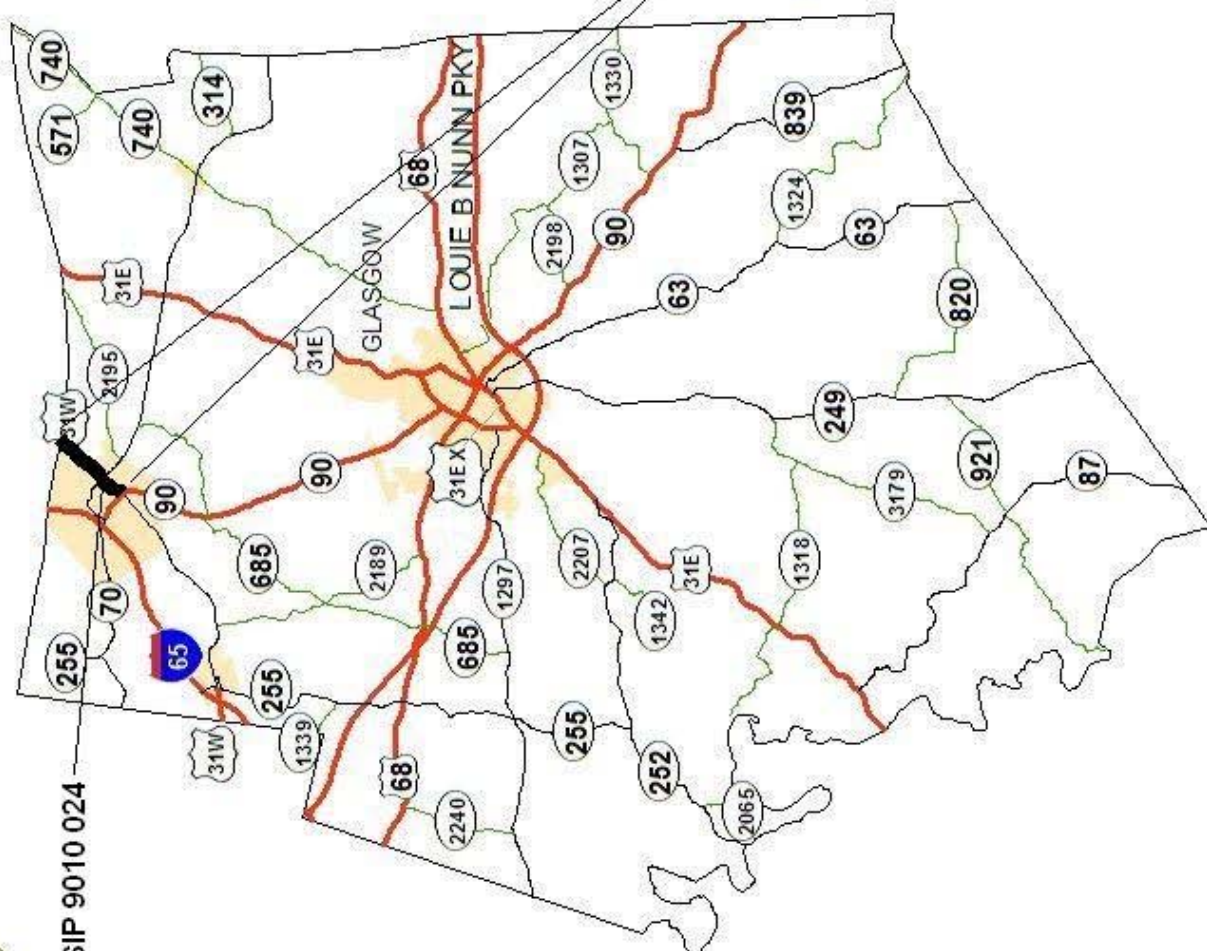
The location of utilities provided in the contact document has been furnished by the facility owners and/or by reviewing record drawings and may not be accurate. It will be the Roadway Contractor's responsibility to locate the utilities before excavating by calling the various utility owners and by examining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



DEPARTMENT OF HIGHWAYS
MAP OF
BARREN COUNTY



HSIP 9010 024



FD05 005 031W 006-009



MATERIAL SUMMARY

CONTRACT ID: 122199

FD05 005 031W 006-009

PES NO: MP00531W1201

NORTH DIXIE HIGHWAY (US 31W) BEGIN AT THE INTERSECTION OF KY 90 (MP 6.768) EXTENDING NORTH TO HART COUNTY LINE (MP 8.905), A DISTANCE OF 2.140000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00001	DGA BASE	214.00	TON
0270	00110	GEOGRID REINFORCEMENT FOR ASPH	16,500.00	SQYD
0020	00191	ASPHALT SCRATCH COURSE PG64-22	955.00	TON
0050	00324	CL3 ASPH SURF 0.50B PG64-22	3,400.00	TON
0060	02562	SIGNS	280.00	SQFT
0070	02650	MAINTAIN & CONTROL TRAFFIC FD05	1.00	LS
0080	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0090	02676	MOBILIZATION FOR MILL & TEXT FD05	1.00	LS
0100	02677	ASPHALT PAVE MILLING & TEXTURING	1,700.00	TON
0110	02720	SIDEWALK-4 IN CONCRETE	67.20	SQYD
0120	02775	ARROW PANEL	1.00	EACH
0130	04811	ELECTRICAL JUNCTION BOX TYPE B	6.00	EACH
0140	04830	LOOP WIRE	3,750.00	LF
0150	04895	LOOP SAW SLOT AND FILL	1,450.00	LF
0160	06510	PAVE STRIPING-TEMP PAINT-4 IN	90,267.00	LF
0170	06514	PAVE STRIPING-PERM PAINT-4 IN	45,133.00	LF
0180	06565	PAVE MARKING-THERMO X-WALK-6 IN	250.00	LF
0190	06568	PAVE MARKING-THERMO STOP BAR-24IN	100.00	LF
0200	06574	PAVE MARKING-THERMO CURV ARROW	8.00	EACH
0210	06575	PAVE MARKING-THERMO COMB ARROW	2.00	EACH
0220	06589	PAVEMENT MARKER TYPE V-MW	15.00	EACH
0230	06591	PAVEMENT MARKER TYPE V-BY	275.00	EACH
0240	10020NS	FUEL ADJUSTMENT	5,880.00	DOLL
0250	10030NS	ASPHALT ADJUSTMENT	10,241.00	DOLL
0260	23158ES505	DETECTABLE WARNINGS	162.00	SQFT
0280	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (024)

PES NO: MP00531W1202

NORTH DIXIE HIGHWAY (US 31W) BEGIN 200 FEET SOUTHWEST OF FORD STREET (MP 7.250) TO 100 FEET SOUTHWEST OF FORD STREET (MP 7.269), A DISTANCE OF 0.020000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00001	DGA BASE	30.00	TON
0020	00078	CRUSHED AGGREGATE SIZE NO 2	200.00	TON
0030	00221	CL2 ASPH BASE 0.75D PG64-22	40.00	TON
0040	00439	ENTRANCE PIPE-12 IN	75.00	LF
0050	01497	DROP BOX INLET TYPE 3 MOD	1.00	EACH
0060	01810	STANDARD CURB AND GUTTER	40.00	LF
0070	02230	EMBANKMENT IN PLACE	10.00	CUYD
0080	02469	CLEAN SINKHOLE	1.00	EACH
0090	02555	CONCRETE-CLASS B	4.00	CUYD
0100	02562	SIGNS	100.00	SQFT
0110	02650	MAINTAIN & CONTROL TRAFFIC HSIP	1.00	LS
0120	02720	SIDEWALK-4 IN CONCRETE	15.00	SQYD
0130	08150	STEEL REINFORCEMENT	534.00	LB
0140	02569	DEMOBILIZATION	1.00	LS

Loops 31W
FD05 005 031W 006-009

US31-W @ KY-90	QUANTITY	UNIT
2 - 6' x 30' LOOPS		
SLOT & FILL	290	LF
LOOP WIRE	750	LF
JUNCTION BOX TYPE B	2	EACH

KY-70 & 31-W Intersection	QUANTITY	UNIT
8 - 6' x 30' LOOPS		
SLOT & FILL	1160	LF
LOOP WIRE	3,000	LF
JUNCTION BOX TYPE B	4	EACH

MPT.	INTERSECTION	X-WALKS		STP BARS		CURVE		ARROWS		COMB		"ONLY"		CATRAXX		"R" 6 FOOT		RAILROAD		NOTES
		6 INCH LF	250	24 INCH LF	100	EA	8	EA	STR	EA	EA	2	EA	EA	6 INCH LF	EA	EA	CROSS BUCK 16"	LF	
7.399	KY-70						8				2									
TOTAL			250		100		8		0		2		0		0		0		0	

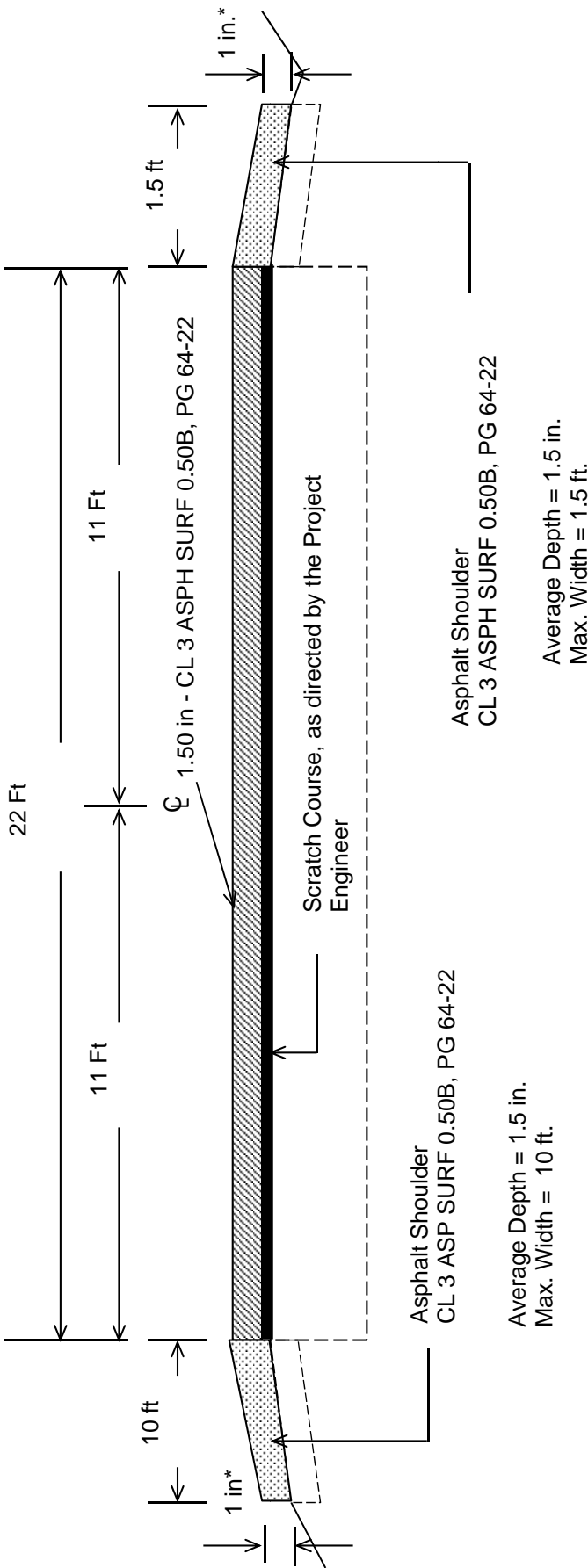
Sidewalk Ramps
US 31W

Approach Road	Corner	Type	Dimensions	Sq Yds	SF Detectable Warnings
Meadowlane Dr	NE	1	11 x 4	4.9	8
	SE	1	8.5 x 4	3.8	8
Ford St.	NW	3 cond 1	21.5 x 4	9.6	16
	SW	3 cond 1	21 x 5	11.7	15
Greenview Dr.	SE	1	6.5 x 4	2.9	8
	NE	1	5 x 4	2.2	8
Quigley	SW	3 cond 1	.5 x 9 x 4	2.0	14
Marathon station	SE	1	9 x 4 extend	4.0	8
KY-70	SE	3 cond 2 mod	4 x 7.5	3.3	12
	NE	3 cond 2	.5 x 9.5 x 5	2.6	16
	NW				23
	SW	1	(7 x 4)(4.5 x 4)	5.1	8,8
Owen St.	SE	1			10
	NE	1	4 x 5	2.2	8
Old Bardstown	NE	1	(17 x 4)(12 x 4)	12.9	8
				67.2	162

MP 7.075 - 7.835 Curb & Gutter Section

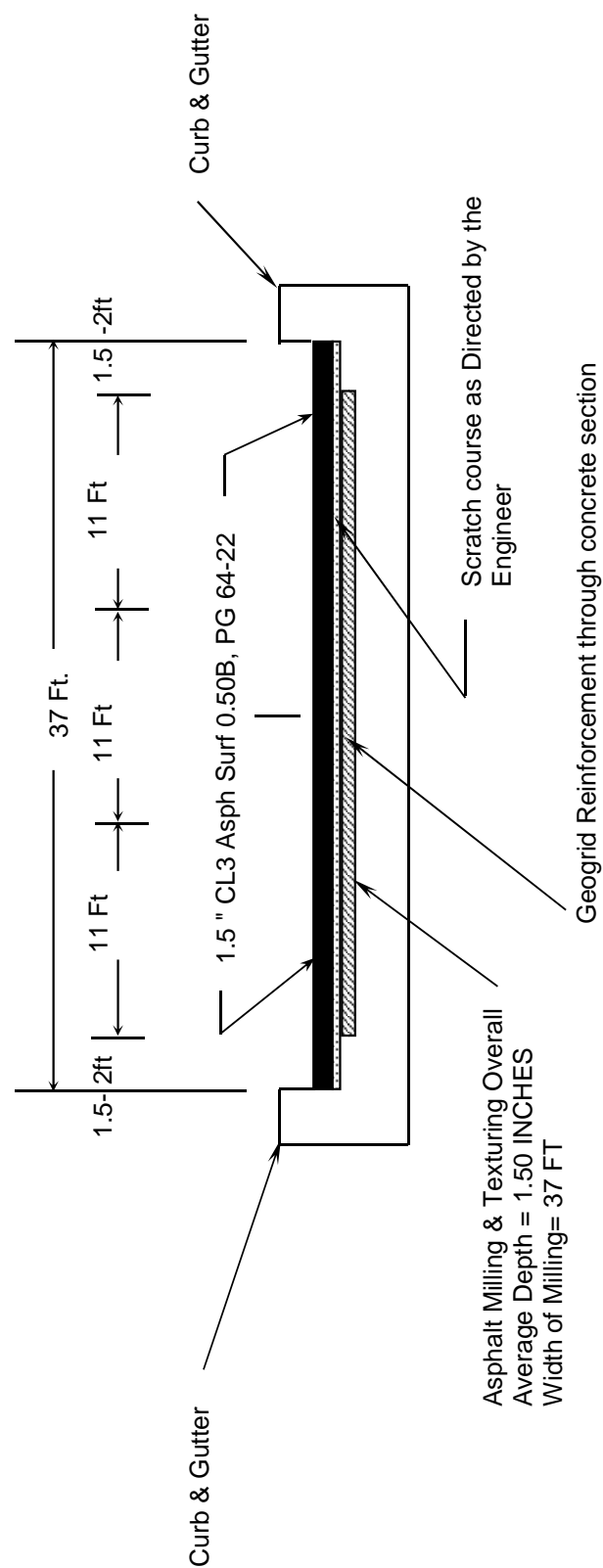
MP ST	MP END	Length	Width
7.075	7.835	4012.8	33.5
7.835	8.046	1114.08	33.5
6.768	KEY	100	
8.935	KEY	100	

BARREN COUNTY
FD05-005-031W-006-009
TYPICAL SECTION
MILEPOINTS 7.835 - 8.046



***Where Existing Site Conditions Permit**

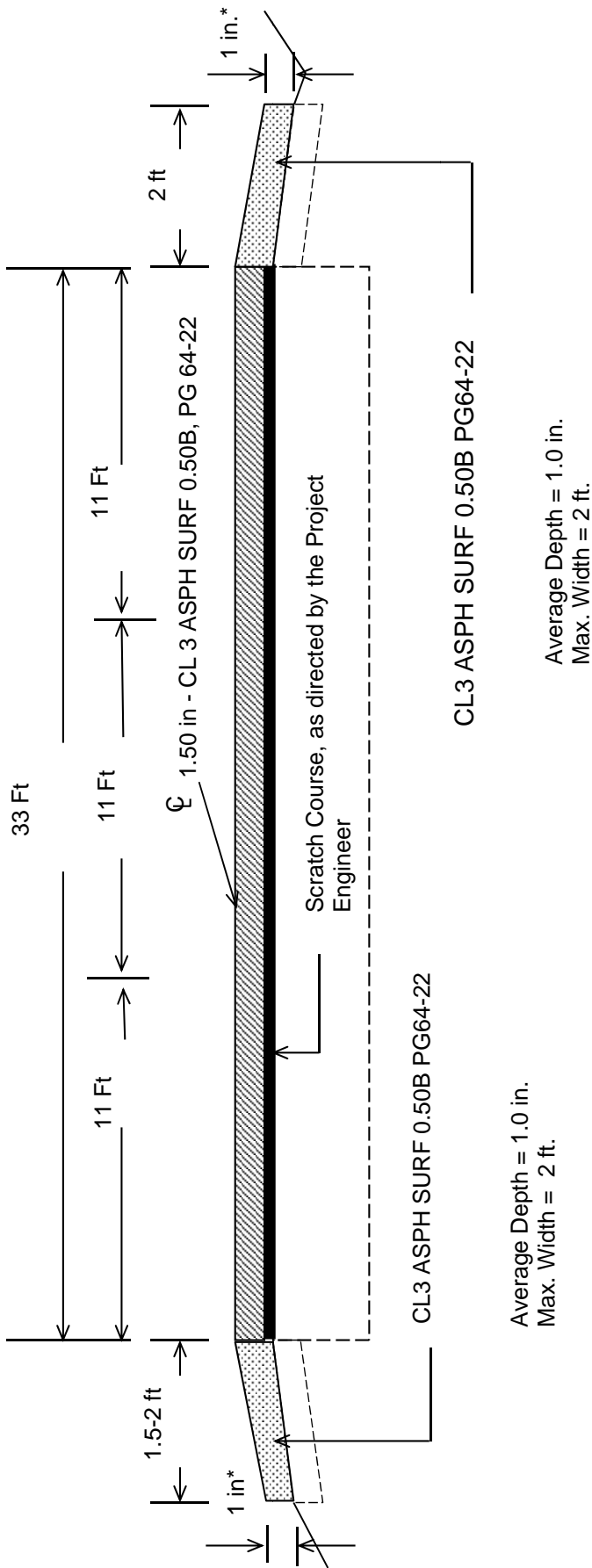
MP 7.075 TO MP 7.835



* Positive Drainage shall be maintained after completion.

* Pavement edge drop around Drainage boxes shall be minimized

BARREN COUNTY
FD05-005-031W-006-009
TYPICAL SECTION
MILEPOINTS 6.768 - 7.075



***Where Existing Site Conditions Permit**
***Approximately 6.768-6.870 work by state forces shall be completed before paving may begin.**

22 Ft

11 Ft

11 Ft

1.5 ft

1 in.*

1.5 ft

1 in.*

CL3 ASPH SURF 0.50B, PG 64-22

CL3 ASPH SURF 0.50B PG64-22

CL3 ASPH SURF 0.50B PG64-22

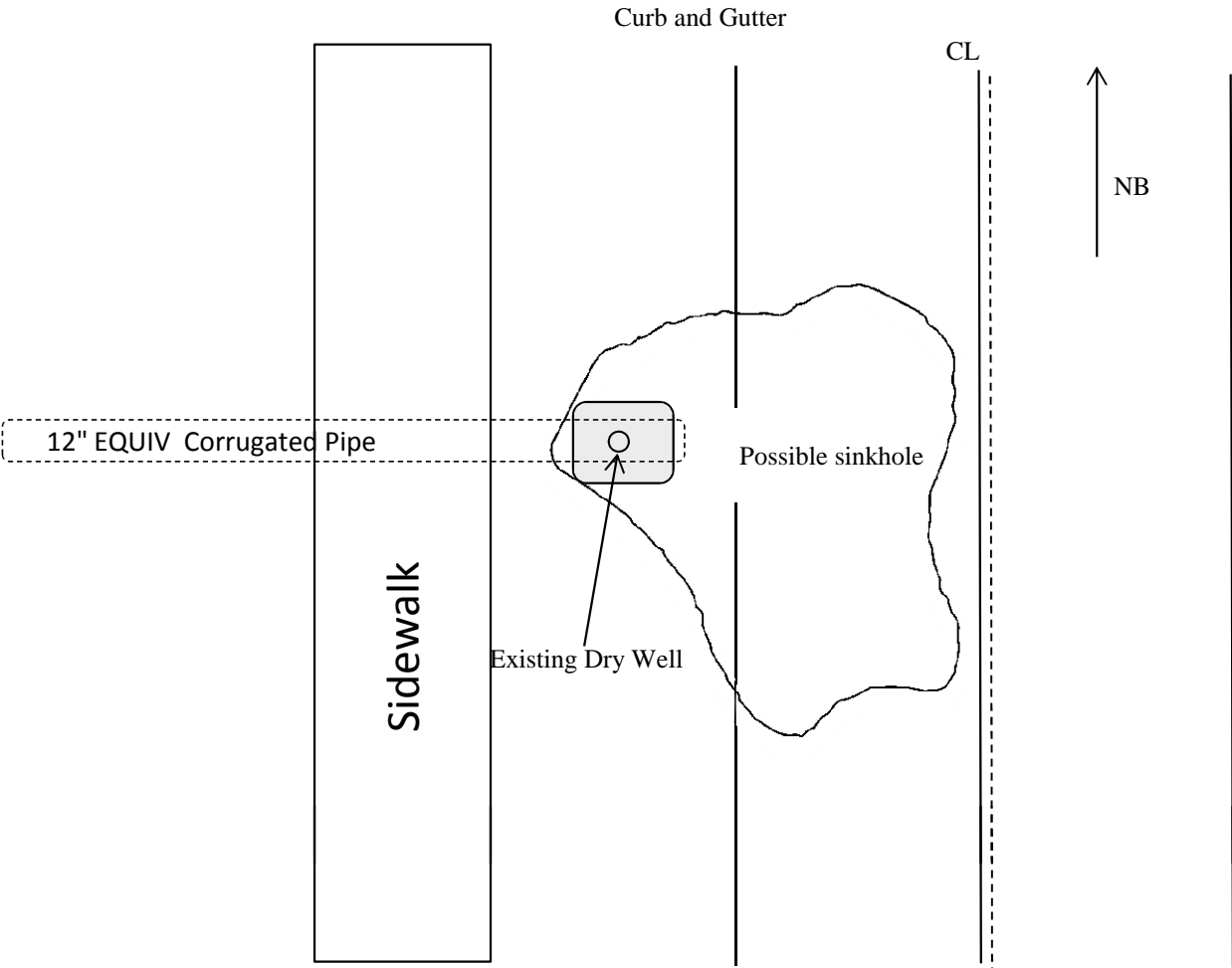
Scratch Course, as directed by the Project Engineer

Average Depth = 1.5 in.
Max. Width = 1.5 ft.

Average Depth = 1.5 in.
Max. Width = 1.5 ft.

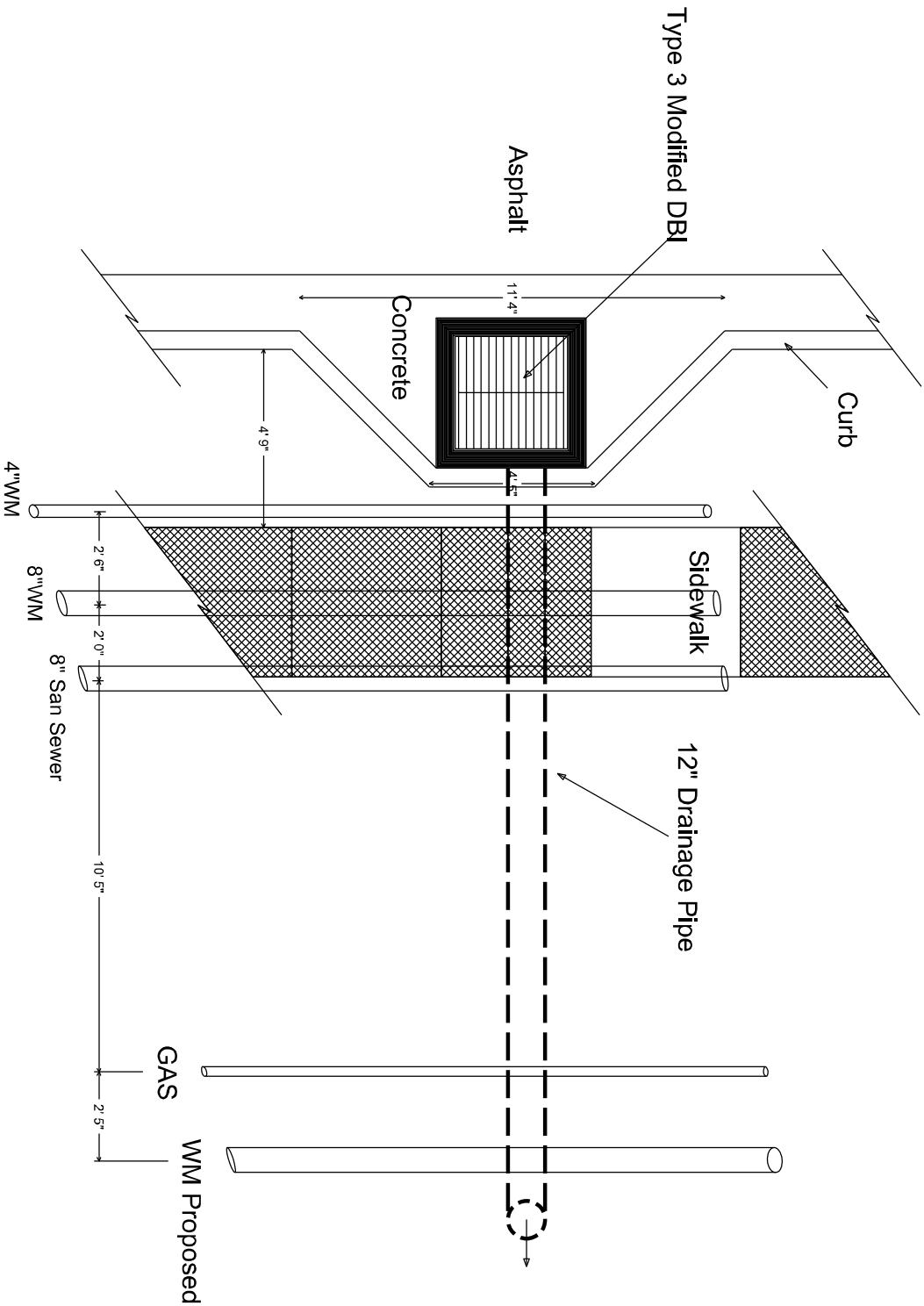
***Where Existing Site Conditions Permit**

Sinkhole Diagram
MP 7.250

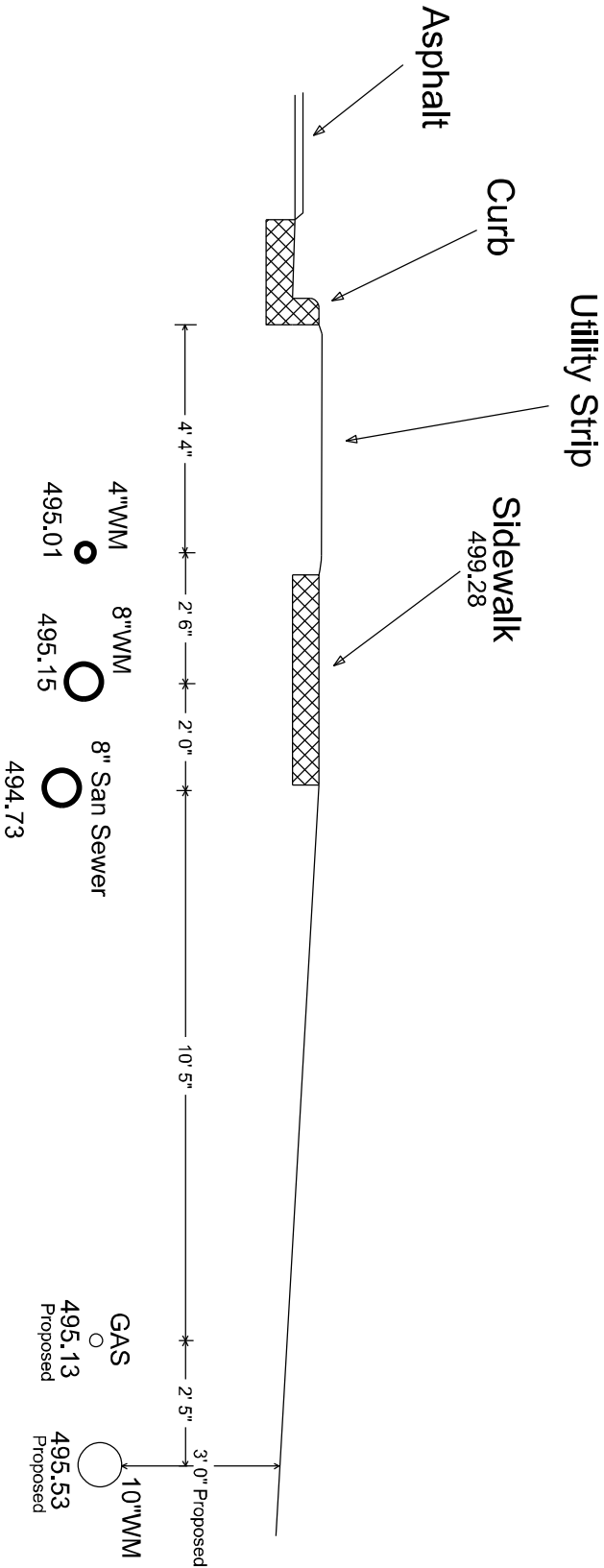


* Excavate roadway and shoulder to repair roadway and cap sinkhole. Provide additional 12" pipe across adjacent property owner for positive drainage. Replace Sidewalk, curb and gutter, and provide curb inlet.

Barren County US-31W Dry Well



Cross Section



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*.

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:

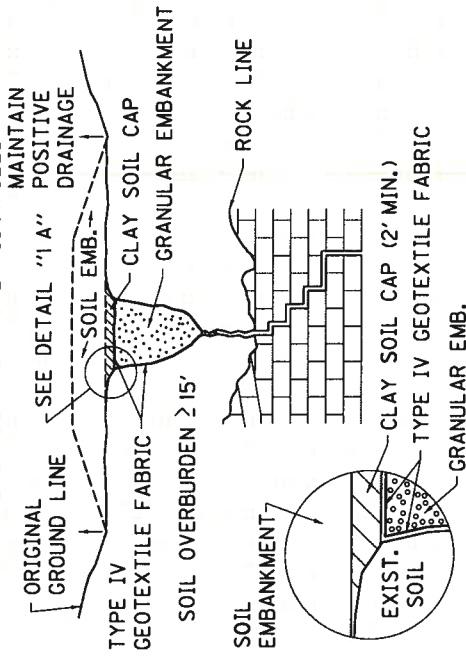
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

2012 STANDARD DRAWINGS THAT APPLY

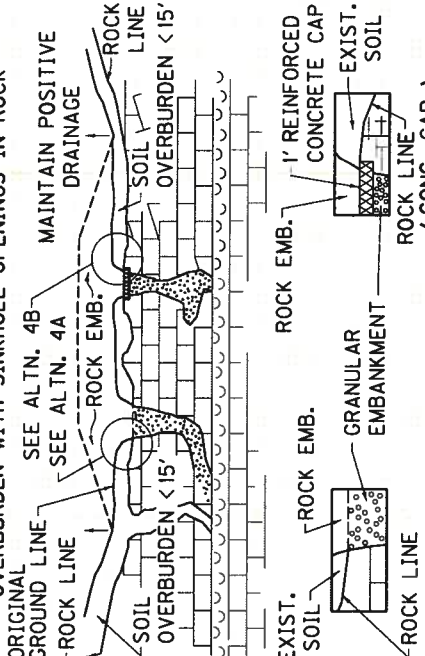
CURB BOX INLET TYPE B (DETAIL DRAWING).....	RDB-280-05
CURB BOX INLET TYPE B (STEEL DRAWING).....	RDB-281-02
CURB BOX INLET TYPE B (TOP PHASE TABLES).....	RDB-282-03
CURB BOX INLET TYPE B (DETAIL & BAR CHART FOR 8” LID).....	RDB-283-03
TEMPORARY SILT FENCE.....	RDX-210-02
TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC	RDX-215
SILT TRAP - TYPE B	RDX-225
SILT TRAP - TYPE C	RDX-230
CURVE WIDENING AND SUPERELEVATION TRANSITIONS	RGS-001-06
SUPERELEVATION FOR MULTILANE PAVEMENTS	RGS-002-05
MISCELLANEOUS STANDARDS PART 1	RGX-001-05
DETECTABLE WARNINGS	RGX-040-02
SIDEWALK RAMPS	RPM-170-08
SIDEWALK RAMP.....	RPM-172-06
NETTING	RRE-002-04
PAVEMENT MARKER ARRANGEMENTS TWO-WAY LEFT TURN LANE	TPM-140-02
LANE CLOSURE TWO-LANE HIGHWAY CASE I.....	TTC-100-03
LANE CLOSURE TWO-LANE HIGHWAY CASE II.....	TTC-105-02
LANE CLOSURE MULTI-LANE HIGHWAY CASE I.....	TTC-115-02
LANE CLOSURE MULTI-LANE HIGHWAY CASE II	TTC-120-02
SHOULDER CLOSURE.....	TTC-135-01
POST SPLICING DETAIL	TTD-110-01
PAVEMENT CONDITION WARNING SIGNS.....	TTD-125-01
MOBILE OPERATION FOR PAINT STRIPING CASE I.....	TTS-100-01
MOBILE OPERATION FOR PAINT STRIPING CASE II	TTS-105-01
MOBILE OPERATION FOR PAINT STRIPING CASE III.....	TTS-110-01
MOBILE OPERATION FOR PAINT STRIPING CASE IV	TTS-115-01

CONDITION NO. 1: SOIL EMBANKMENT OVER DEEP OVERBURDEN WITH OPEN SINKHOLES



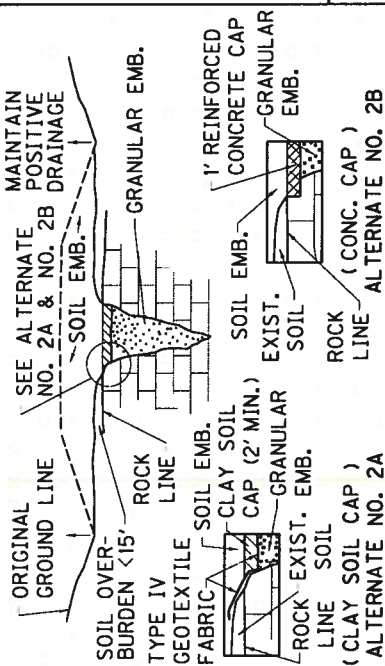
- DETAIL "1 A"
- PROCEDURE:
- REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
 - LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
 - REFILL WITH GRANULAR EMBANKMENT.
 - PLACE TYPE IV GEOTEXTILE FABRIC ON TOP OF GRANULAR EMBANKMENT.
 - REFILL WITH (2' MINIMUM) CLAY SOIL CAP.

CONDITION NO. 4: ROCK EMBANKMENT OVER SHALLOW OVERBURDEN WITH SINKHOLE OPENINGS IN ROCK



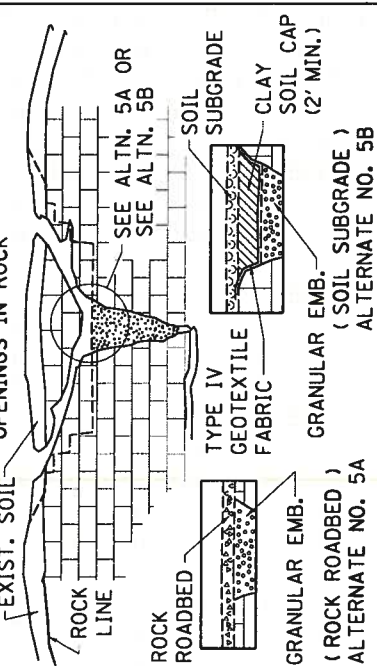
- ALTERNATE NO. 4A
- PROCEDURE FOR ALTERNATE NO. 4A
- REMOVE DEBRIS AND SOIL OVERBURDEN.
 - REFILL OPENING TO ROCK LINE WITH GRANULAR EMBANKMENT.
- PROCEDURE FOR ALTERNATE NO. 4B
- REMOVE DEBRIS AND SOIL OVERBURDEN.
 - REFILL OPENING WITH GRANULAR EMBANKMENT TO 1' MIN. BELOW ROCK LINE.
 - CONST. 1' REINFORCED CONC. CAP. CAP SHOULD BE INTERLOCKED WITH ROCK FOR SUPPORT.

CONDITION NO. 2: SOIL EMBANKMENT OVER SHALLOW OVERBURDEN WITH SINKHOLE OPENING IN ROCK



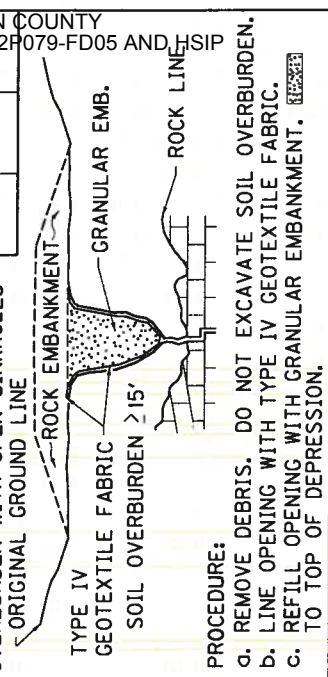
- PROCEDURE FOR ALTERNATE NO. 2A
- REMOVE DEBRIS AND SOIL OVERBURDEN.
 - REFILL OPENING WITH GRANULAR EMBANKMENT TO 2' MIN. BELOW ROCK LINE.
 - PLACE TYPE IV GEOTEXTILE FABRIC ON TOP OF GRANULAR EMB. OVERLAPPING ORIG. GROUND LINE.
 - REFILL WITH (2' MIN.) CLAY SOIL CAP.
- PROCEDURE FOR ALTERNATE NO. 2B
- REMOVE DEBRIS AND SOIL OVERBURDEN.
 - REFILL OPENING WITH GRANULAR EMBANKMENT TO 1' MIN. BELOW ROCK LINE.
 - CONST. 1' REINFORCED CONC. CAP. CAP SHOULD BE INTERLOCKED WITH ROCK FOR SUPPORT.

CONDITION NO. 5: CUT SECTIONS WITH SINKHOLE OPENINGS IN ROCK



- PROCEDURE FOR ALTERNATE NO. 5A
- REFILL OPENING WITH GRANULAR EMBANKMENT. IF CONCRETE CAP IS USED IT SHALL BE INTERLOCKED WITH THE BEDROCK FOR SUPPORT AS DETAILED IN CONDITION NO. 2 ALTERNATE NO. 2B.
- PROCEDURE FOR ALTERNATE NO. 5B
- REFILL OPENING WITH GRANULAR EMBANKMENT TO 2' MINIMUM BELOW SOIL SUBGRADE.
 - PLACE TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMBANKMENT.
 - REFILL WITH (2' MIN.) CLAY SOIL CAP. IF CONCRETE CAP IS USED THE FABRIC SHALL BE OMITTED AND CAP SHALL BE INTERLOCKED WITH THE BEDROCK FOR SUPPORT AS DETAILED IN COND. NO. 2 ALTERNATE NO. 2B.

CONDIT. NO. 3: ROCK EMB. OVER DEEP OVERBURDEN WITH OPEN SINKHOLES



- PROCEDURE:
- REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
 - LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
 - REFILL OPENING WITH GRANULAR EMBANKMENT TO TOP OF DEPRESSION.
- CONDITION NO. 6: CUT SECTIONS WITH SINKHOLE OPENINGS IN SOIL
- ORIGINAL GROUND LINE
- SEE ALTN. 6A
- SOIL OVERBURDEN WITH LIMESTONE BOULDERS
- TYPE IV GEOTEXTILE FABRIC
- SOIL SUBGRADE
- SINKHOLE EXCAVATION SLOPE
- GRANULAR EMB.
- CLAY SOIL CAP (2' MIN.)
- ALTN. 6B
- TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMBANKMENT OVERLAPPING ORIG. GROUND LINE.
- REFILL WITH (2' MIN.) CLAY SOIL CAP. IF ROCK SUBGRADE IS USED OMIT SOIL CAP AND FABRIC UNDERLYING SOIL CAP.
- ALTERNATE NO. 6B
- SOIL OVERBURDEN LESS THAN 15'
- REMOVE DEBRIS AND SOIL OVERBURDEN.
- REFILL OPENING WITH GRANULAR EMBANKMENT TO 2' MIN. BELOW ROCK LINE.
- PLACE TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMBANKMENT OVERLAPPING ORIG. GROUND LINE.
- REFILL WITH (2' MIN.) CLAY SOIL CAP. IF ROCK SUBGRADE IS USED OMIT SOIL CAP AND FABRIC UNDERLYING SOIL CAP.

- ALTERNATE NO. 6A
- SOIL OVERBURDEN GREATER THAN 15'
- REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
- LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
- REFILL WITH GRANULAR EMB.
- PLACE TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMBANKMENT OVERLAPPING ORIG. GROUND LINE.
- REFILL WITH (2' MIN.) CLAY SOIL CAP. IF ROCK SUBGRADE IS USED OMIT SOIL CAP AND FABRIC UNDERLYING SOIL CAP.
- ALTERNATE NO. 6B
- SOIL OVERBURDEN LESS THAN 15'
- REMOVE DEBRIS AND SOIL OVERBURDEN.
- REFILL OPENING WITH GRANULAR EMBANKMENT TO 2' MIN. BELOW ROCK LINE.
- PLACE TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMBANKMENT OVERLAPPING ORIG. GROUND LINE.
- REFILL WITH (2' MIN.) CLAY SOIL CAP. IF CONCRETE CAP IS USED THE FABRIC SHALL BE OMITTED AND CAP SHALL BE INTERLOCKED WITH THE BEDROCK FOR SUPPORT AS DETAILED IN COND. NO. 2

DEPARTMENT OF HIGHWAYS
KENTUCKY

TREATMENT
OF
OPEN SINKHOLES

Contract
No. 12-1-95
DATE OF
SUBMITTAL
12-1-95

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PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

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

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
- Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

- submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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

General Decision Number: KY120128 05/25/2012 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

* 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 Demper, 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
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, 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, 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), Bulll Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher		
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.....\$ 20.407.80

TRUCK DRIVER

- (01) Truck Tender and Warehouseman.....\$ 19.708.50
- (02) Driver, Winch Truck and A-Frame when used in Transporting Materials.....\$ 19.808.50
- (03) Driver (Semi-trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....\$ 19.908.50
- (04) Driver on Mixer Trucks (all types).....\$ 19.958.50
- (05) Truck Mechanic.....\$ 20.008.50
- (06) Driver (3 tons and under), Tire Changer, Truck Mechanic Tender.....\$ 20.038.50
- (07) Driver on Pavement Breakers.....\$ 20.058.50
- (08) Driver (over 3 tons), Driver (Truck Mounted Rotary Drill).....\$ 20.248.50
- (09) Driver, Euclid and other Heavy Earth Moving Equipment.....\$ 20.818.50
- (10) Greaser on greasing facilities.....\$ 20.908.50

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-11-II-HWY

Project No.
Highway

Date of Determination: August 4, 2011

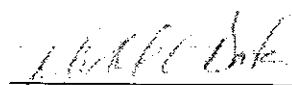
This schedule of the prevailing rate of wages for Locality No. II including the counties of ADAIR, BARREN, BELL, BREATHITT, CASEY, CLAY, CLINTON, CUMBERLAND, ESTILL, FLOYD, GARRARD, GREEN, HARLAN, HART, JACKSON, JOHNSON, KNOTT, KNOX, LAUREL, LAWRENCE, LEE, LESLIE, LETCHER, LINCOLN, MCCREARY, MAGOFFIN, 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-11-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 Donta, Deputy Commissioner
Department of Workplace Standards

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

BOILERMAKERS:

BASE RATE	\$24.65
FRINGE BENEFIT	12.94

BRICKLAYERS:

Bricklayers:

BASE RATE	\$22.90
FRINGE BENEFITS	8.50

Stone Mason:

BASE RATE	\$21.50
FRINGE BENEFITS	8.50

CARPENTERS:

Carpenters:

BASE RATE	\$22.40
FRINGE BENEFITS	8.75

Piledrivers:

BASE RATE	\$22.05
FRINGE BENEFITS	8.75

CEMENT MASONS:

BASE RATE	\$21.25
FRINGE BENEFITS	8.50

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

IRONWORKERS:

BASE RATE	\$ 25.77
FRINGE BENEFITS	18.54

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS:

General laborer, flagman, steam jenny:	BASE RATE	\$20.84
	FRINGE BENEFITS	8.75
Batch truck dumper, deck hand or scow man, hand blade operator:	BASE RATE	\$20.84
	FRINGE BENEFITS	8.75
Power driven tool operator of the following: 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:	BASE RATE	\$21.09
	FRINGE BENEFITS	8.75
Asphalt lute and rakerman, side rail setter:	BASE RATE	\$21.14
	FRINGE BENEFITS	8.75
Gunnite nozzle man, gunnite operator:	BASE RATE	\$21.14
	FRINGE BENEFITS	8.75
Tunnel laborer (free air):	BASE RATE	\$21.14
	FRINGE BENEFITS	8.75
Tunnel mucker (free air):	BASE RATE	\$21.74
	FRINGE BENEFITS	8.75
Tunnel miner, blaster and driller (free air):	BASE RATE	\$21.74
	FRINGE BENEFITS	8.75
Caisson worker:	BASE RATE	\$21.74
	FRINGE BENEFITS	8.75
Powderman:	BASE RATE	\$21.44
	FRINGE BENEFITS	8.75
Drill operator of percussion type drills which are both powered and propelled by an independent air supply:	BASE RATE	\$22.64
	FRINGE BENEFITS	8.75

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS:

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	\$23.80
FRINGE BENEFITS	8.75

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	\$21.55
FRINGE BENEFITS	8.75

Group B2:

Greaser on grease facilities servicing heavy equipment:

BASE RATE	\$21.90
FRINGE BENEFITS	8.75

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	\$21.31
FRINGE BENEFITS	8.75

PAINTERS:

All Excluding Bridges:

BASE RATE	\$19.92
FRINGE BENEFITS	9.57

Bridges:

BASE RATE	\$23.92
FRINGE BENEFITS	10.07

<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>	
PLUMBERS:	BASE RATE	\$22.52
	FRINGE BENEFITS	7.80
<hr/>		
SHEET METAL:	BASE RATE	\$20.40
	FRINGE BENEFITS	7.80
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TRUCK DRIVERS:		
Truck helper and warehouseman:	BASE RATE	\$21.10
	FRINGE BENEFITS	8.75
Driver, winch truck and A-Frame when used in transporting materials:	BASE RATE	\$21.46
	FRINGE BENEFITS	8.75
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:	BASE RATE	\$21.45
	FRINGE BENEFITS	8.75
Driver on mixer trucks (all types):	BASE RATE	\$21.45
	FRINGE BENEFITS	8.75
Truck mechanic:	BASE RATE	\$21.38
	FRINGE BENEFITS	8.75
Driver (3 tons and under), tire changer and truck mechanic helper:	BASE RATE	\$21.15
	FRINGE BENEFITS	8.75
Driver on pavement breakers:	BASE RATE	\$21.46
	FRINGE BENEFITS	8.75
Driver (over 3 tons), driver (truck mounted rotary drill):	BASE RATE	\$21.45
	FRINGE BENEFITS	8.75
Driver, Euclid and other heavy earth moving equipment and Low Boy:	BASE RATE	\$21.46
	FRINGE BENEFITS	8.75
Greaser on greasing facilities:	BASE RATE	\$21.15
	FRINGE BENEFITS	8.75
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ERRATUM

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated August 4, 2011.

Locality: Highway Construction Locality No. II, including the following counties: Adair, Barren, 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.

Determination Number: CR-II-II-HWY

DELETE:

Ironworkers	BASE RATE	\$25.77
	FRINGE BENEFIT	18.54

INSERT:

Ironworker (Structural)	BASE RATE	\$22.50
	FRINGE BENEFIT	8.75

Ironworker (Reinforcing)	BASE RATE	\$22.30
	FRINGE BENEFIT	8.75



Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet
Frankfort, KY 40601

This 8th day of November, 2011.

ERRATUM

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated August 4, 2011.

Locality: Highway Construction Locality No. II, including the following counties: Adair, Barren, 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.

Determination Number: CR-II-II-HWY

DELETE:

Ironworker (Structural)	BASE RATE	\$22.50
	FRINGE BENEFIT	8.75

Ironworker (Reinforcing)	BASE RATE	\$22.30
	FRINGE BENEFIT	8.75

INSERT:

Ironworkers	BASE RATE	\$25.77
	FRINGE BENEFIT	18.54


Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet
Frankfort, KY 40601

This 4TH day of May, 2012.

Kentucky Determination No. CR-11-II-HWY dated August 04, 2011

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

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.

These rates are listed pursuant to the Kentucky Determination No. CR-11-II HWY dated August 04, 2011, erratum dated November 8, 2011, and erratum dated May 4, 2012. 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 contract or 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.

Kentucky Determination No. CR-11-II-HWY dated August 04, 2011

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 to the undersigned.

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

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

These rates are listed pursuant to the Kentucky Determination No. CR-11-II- HWY dated August 4, 2011, erratum dated November 8, 2011, and erratum dated May 4, 2012.

NOTE: Both Kentucky Determination No. CR-11-II-HWY and Federal Decision No. KY128 dated May 25, 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:

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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.

PART IV

INSURANCE

INSURANCE

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

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

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

PART V

BID ITEMS

CONTRACT ID: 122199
COUNTY: BARREN
PROPOSAL: 005GR12P079-FD05 AND HSIP

PAGE: 1
LETTING: 07/13/12
CALL NO: 200

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0010	00001	DGA BASE	244.000 TON		
0020	00078	CRUSHED AGGREGATE SIZE NO 2	200.000 TON		
0030	00191	ASPHALT SCRATCH COURSE PG64-22	955.000 TON		
0040	00221	CL2 ASPH BASE 0.75D PG64-22	40.000 TON		
0070	00324	CL3 ASPH SURF 0.50B PG64-22	3,400.000 TON		
0080	00439	ENTRANCE PIPE-12 IN	75.000 LF		
0090	01497	DROP BOX INLET TYPE 3 MOD	1.000 EACH		
0100	01810	STANDARD CURB AND GUTTER	40.000 LF		
0110	02230	EMBANKMENT IN PLACE	10.000 CUYD		
0120	02469	CLEAN SINKHOLE	1.000 EACH		
0130	02555	CONCRETE-CLASS B	4.000 CUYD		
0140	02562	SIGNS	380.000 SQFT		
0150	02650	MAINTAIN & CONTROL TRAFFIC FD05	(1.00) LS		
0160	02650	MAINTAIN & CONTROL TRAFFIC HSIP	(1.00) LS		
0170	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EACH		
0180	02676	MOBILIZATION FOR MILL & TEXT FD05	(1.00) LS		
0190	02677	ASPHALT PAVE MILLING & TEXTURING	1,700.000 TON		
0200	02720	SIDEWALK-4 IN CONCRETE	82.200 SQYD		
0210	02775	ARROW PANEL	1.000 EACH		
0220	04811	ELECTRICAL JUNCTION BOX TYPE B	6.000 EACH		

BARREN COUNTY
005GR12P079-FD05 AND HSIP

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
FRANKFORT, KY 40622

CONTRACT ID: 122199
COUNTY: BARREN
PROPOSAL: 005GR12P079-FD05 AND HSIP

PAGE: 2
LETTING: 07/13/12
CALL NO: 200

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0230	04830	LOOP WIRE	3,750.000 LF		
0240	04895	LOOP SAW SLOT AND FILL	1,450.000 LF		
0250	06510	PAVE STRIPING-TEMP PAINT-4 IN	90,267.000 LF		
0260	06514	PAVE STRIPING-PERM PAINT-4 IN	45,133.000 LF		
0270	06565	PAVE MARKING-THERMO X-WALK-6 IN	250.000 LF		
0280	06568	PAVE MARKING-THERMO STOP BAR-24IN	100.000 LF		
0290	06574	PAVE MARKING-THERMO CURV ARROW	8.000 EACH		
0300	06575	PAVE MARKING-THERMO COMB ARROW	2.000 EACH		
0310	06589	PAVEMENT MARKER TYPE V-MW	15.000 EACH		
0320	06591	PAVEMENT MARKER TYPE V-BY	275.000 EACH		
0330	08150	STEEL REINFORCEMENT	534.000 LB		
0340	10020NS	FUEL ADJUSTMENT	5,880.000 DOLL	1.00	5,880.00
0350	10030NS	ASPHALT ADJUSTMENT	10,241.000 DOLL	1.00	10,241.00
0360	23158ES505	DETECTABLE WARNINGS	162.000 SQFT		
0370	00110	GEOGRID REINFORCEMENT FOR ASPH	16,500.000 SQYD		
SECTION 0002 DEMOBILIZATION					
0380	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			