CALL NO. 301
CONTRACT ID. 132227
FAYETTE COUNTY
FED/STATE PROJECT NUMBER FE01 034 0025 007-008
DESCRIPTION OLD RICHMOND ROAD (US 25)
WORK TYPE OPERATIONS (MAINTENANCE)
PRIMARY COMPLETION DATE 9/30/2013

LETTING DATE: April 19, 2013
Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME April 19, 2013. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

REQUIRED BID PROPOSAL GUARANTY: Not less than 5% of the total bid.
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SCOPE OF WORK
ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 132227
FE01 034 0025 007-008
COUNTY - FAYETTE
PCN - MP034002513R1
FE01 034 0025 007-008

OLD RICHMOND ROAD (US 25) (MP 7.285) FROM DRY STONE CULVERT EXTENDING 150 FEET FROM BEGINNING (MP 7.313), A DISTANCE OF 0.03 MILES. OPERATIONS (MAINTENANCE)

GEOGRAPHIC COORDINATES LATITUDE 37:58:19.00 LONGITUDE 84:25:22.00

COMPLETION DATE(S):
COMPLETED BY 09/30/2013 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 website 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.

HARDWOOD REMOVAL RESTRICTIONS
The Kentucky Division of Forestry has imposed a quarantine in Anderson, Boone, Bourbon, Boyd, Boyle, Bracken, Campbell, Carroll, Fayette, Franklin, Gallatin, Garrard,
Grant, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Kenton, Oldham, Owen, Pendleton, Scott, Shelby, Trimble, and Woodford Counties to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the county of its origin. Chipping or burning on site is the preferred method of disposal.

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

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

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

09/26/2012
SPECIAL NOTE FOR RECIPROCAL PREFERENCE

Reciprocal preference to be given by public agencies to resident bidders

By reference, KRS 45A.490 to 45A.494 are incorporated herein and in compliance regarding the bidders residency. Bidders who want to claim resident bidder status should complete the Affidavit for Claiming Resident Bidder Status along with their bid in the Expedite Bidding Program. Submittal of the Affidavit should be done along with the bid in Bid Express.

03/01/2011
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.
SPECIAL NOTES FOR STONE MASONRY CULVERT REPAIR

I. DESCRIPTION
Perform all work in accordance with the Department’s 2012 Standard Specifications for Road and Bridge Construction, Special Provisions and Supplemental Specifications, Standard and Sepia Drawings, except as hereafter specified. Article references are to the Standard Specifications. Perform all dry stone masonry removal and construction under the direct supervision of a mason qualified under the DSC certification of Master Craftsman (Level 3). This work shall consist of the following:

1. Dismantle and reconstruct 10 LF of the western end of the vault including the entire arch ring. Reestablish the north and south spandrel walls and angled corners (each approximately 6 LF x 15’ tall), and reconstruct the missing stone cover course.
2. Reset dropped voussoirs and plug voids on the eastern end of the vault.
3. Dismantle and reconstruct the wing walls on all four corners of the culvert (each approximately 13-19 LF x 12’ tall tapering down to 4’ tall)
4. Maintain and control traffic
5. Any other work specified by this contract.

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

A. Maintain and Control Traffic. See Traffic Control Plan

B. Dry Stone Masonry. The stone removed from the dismantling of the existing culvert may be reused as long as it is deemed appropriate by the Engineer. For additional stone that shall be necessary, supply and prepare stone to closely match the quality, appearance, and dimension of the existing stone masonry to remain in place. Obtain the stone from an approved suitable source, as approved by the Engineer, at no additional cost to the Department.

C. Backfill. Use like kind material and design packing as initial backfill over the reconstructed vault. Use Granular Embankment up to the subgrade of the road.

III. CONSTRUCTION

A. Maintain and Control Traffic. See Traffic Control Plan

B. Site Preparation. Perform clearing and grubbing in accordance with Section 202. This shall include removing all vegetation, including trees, required to properly reconstruct the vault, arch, and wing walls as described herein. Sawcut the lane over the repair area on the western end of the vault and perform foundation preparation in accordance with Section 603. Perform temporary erosion control, including installing silt checks and silt fence, at locations directed by the engineer.
C. **Remove Stone Masonry.** Dismantle and remove the damaged dry stone masonry from the western end of the existing arch culvert and extending approximately 10 feet into the vault. Remove the remains of the stone masonry for the wing walls on all four corners of the existing culvert. Do not disturb the undamaged dry stone masonry to remain in place.

D. **Repair Dry Stone Masonry Culvert.** Reconstruct the removed portion of the arch culvert with dry stone masonry in close conformity to the portion of the existing culvert to remain in place in quality, color, and dimension. Rebuild approximately 10 LF of the western end of the vault including the entire arch ring. Reestablish the north and south spandrel wall and angled corners (each approximately 6 LF x 15' high). Reconstruct the missing stone cover course. Reset the dropped voussiers and plug all voids on the eastern end of the vault. Reconstruct the wing walls to their original size and location (southwest, northwest, and northeast wing walls approximately 13 LF x 12’ high tapering down to 4’ high, and the southeast wing wall approximately 19 LF x 12’ high tapering down to 4’ high). Be responsible for field layout and survey of the proposed culvert. The final centerline, flow line, and skew shall be approved by the Engineer. Construct the culvert with high quality workmanship as recognized by the Transportation Cabinet and the Dry Stone Conservancy (DSC). Remove and replace materials exhibiting poor or inferior workmanship as determined by the engineer.

E. **Backfill.** Place Type IV Geotextile Fabric over the completed arch before placing backfill material. Place granular backfill material in horizontal layers not exceeding 6 inches loose depth, and bring up uniformly on both sides of the structure. Compact each layer to the same level on all sides before proceeding to the next lift. Do not use compaction equipment or methods that produce earth pressures that cause distortion or damage. Place material on top of the structure at right angles to the centerline of the structure. Compact each layer of backfill to a density of at least 95 percent of the maximum density according to KM 64-511. The Department will determine the in-place density using nuclear gages. The Engineer may waive density testing when not feasible due to the nature of the material. Use soil embankment as a final dressing on all slopes within the project limits.

F. **Asphalt Pavement and Road Restoration.** Restore the roadway to match the existing road utilizing DGA, Asphalt Base, and Surface as shown in the Typical Section. Replace the guardrail that was removed.

G. **Final Dressing and Seeding and Protection.** Perform final dressing, Class A on all disturbed areas. Perform seeding and protection in accordance with Section 212.

H. **Disposal of Waste.** Dispose of all removed or unused dry stone masonry, concrete, asphalt pavement, debris, excess excavation, and any other waste off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department.

I. **Right-of-Way Limits.** The Department has not established Right-of-Way limits. Limit work and operations to obvious right-of-way, and to work areas obtained through consent and release of the adjacent property owners.

J. **Caution.** Information shown on the drawings and in this proposal and the type and quantity of work listed are approximate only, and are not to be taken as an accurate or
complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his or her own conclusion as to the conditions encountered.

**K. Utility Clearance.** Utility locations have not been located by the Department. Work around and do not disturb existing utilities. It is not anticipated that any utility facilities will need to be relocated. The Contractor shall be responsible for obtaining utility locates in a timely manner before proceeding with construction activities. The Contractor shall be responsible for any damage that occurs as a result of the work or the Contractor’s operations.

**IV. MEASUREMENT**

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

**B. Foundation Preparation.** Foundation Preparation shall be paid as 1 lump sum. Sawcutting and removing the existing roadway, and all excavation required to remove the existing structure shall be incidental to Foundation Preparation. Any temporary shoring of the roadway section remaining in service, or of any other excavated areas required to provide a safe working environment shall be incidental to Foundation Preparation as well. All erosion control items, including installation of silt fence and checks, shall also be incidental to Foundation Preparation.

**C. Repair Dry Stone Masonry Culvert.** Removal of the existing damaged dry stone culvert section shall be incidental to Dry Stone Masonry Culvert Repair. Reconstruction of the dry stone culvert shall be measured as 1 lump sum.

**V. PAYMENT**

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>02545</td>
<td>Clearing and Grubbing</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>08003</td>
<td>Foundation Preparation</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>02230</td>
<td>Embankment in Place</td>
<td>Cubic Yard</td>
</tr>
<tr>
<td>02223</td>
<td>Granular Embankment</td>
<td>Cubic Yard</td>
</tr>
<tr>
<td>24522EC</td>
<td>Repair-Dry Stone Masonry Culvert</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
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.
COORDINATION OF WORK WITH OTHER CONTRACTS

Be advised, there may be an active project(s) adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 Coordination Contracts
01/02/2012
SPECIAL NOTES FOR GUARDRAIL

I. DESCRIPTION

Except as specified herein, perform all work 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 equipment, labor, materials, and incidentals for the following work items:

(1) Site preparation; (2) Remove existing guardrail systems; (3) Construct Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections, as applicable; (4) Delineators for guardrail; (5) Maintain and control traffic; and (6) all other work specified as part of this contract.

II. MATERIALS

Except as specified herein, provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual and make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.


B. Guardrail. Furnish guardrail system components according to section 814 and the Standard Drawings; except use steel posts only, no alternates.

C. Delineators for Guardrail. Furnish white and/or yellow Delineators for Guardrail according to the Delineators for Guardrail Sepia Drawing.

III. CONSTRUCTION METHODS


B. Site Preparation. Remove existing guardrail system including the guardrail end treatments, Bridge End connectors and all other elements of the existing guardrail system as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way. Be responsible for all site preparation, including but not limited to, clearing and grubbing, excavation, embankment, and removal of all obstructions or any other items; regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; filling voids left as the result of removing existing guardrail and guard posts with dry sand; temporary pollution and erosion control; disposal, of excess and waste materials...
and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the engineer.

C. Guardrail. Except as specified herein, construct guardrail system according to Section 719 and the Standard Drawings. Locations listed on the summary and/or shown on the drawings are approximate only. The Engineer will determine the exact termini for individual guardrail installations at the time of construction. Unless directed otherwise by the Engineer, provide a minimum two (2) foot shoulder width. Construct radii at entrances and road intersections as directed by the Engineer.

Erect guardrail to the lines and grades shown on current Standard Drawings or as directed by the Engineer by any method approved by the Engineer which allows construction of the guardrail to the true grade without apparent sags.

When removing existing guardrail and installing new guardrail, do not leave the blunt end exposed where it would be hazardous to the public. When it is not practical to complete the construction of the guardrail and the permanent end treatments and terminal sections first, provide a temporary end by connecting at least 25 feet of rail to the last post, and by slightly flaring, and burying the end of the rail completely into the existing shoulder. If left overnight, place a drum with bridge panel in advance of the guardrail end and maintain during use.

D. Delineators for Guardrail. Construct Delineators for Guardrail according to the Delineators for Guardrail Sepia Drawing.

E. Property Damage. Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.

F. Coordination with Utility Companies. Locate all underground, above ground and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of guardrail operations at no additional cost to the Department.

G. Right of Way Limits. The Department has not established exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.
H. Disposal of Waste. Dispose of all removed concrete, debris, and other waste and debris 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.

I. Final Dressing, Clean Up, and Seeding and Protection. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas according to the Special Notes for Erosion Control.

IV. METHOD OF MEASUREMENT


B. Site preparation. Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections as applicable.

C. Guardrail. See Section 719.04.

D. Delineators for Guardrail. See Delineators for Guardrail Sepia Drawing.

V. BASIS OF PAYMENT


B. Guardrail. See Section 719.05.

C. Delineators for Guardrail. See Delineators for Guardrail Sepia Drawing.
TRAFFIC CONTROL PLAN FOR DRYSTONE CULVERT REPAIR TEMPORARY SIGNAL

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

Maintain alternating one way traffic at all times utilizing a 2 PHASE TEMPORARY SIGNAL. Provide a minimum clear lane width of 10 feet. 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.

The Engineer may designate days and hours when road and/or lane closures will not be allowed. Prior to beginning work, obtain the Engineers approval of the lane closure schedule.

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.

The contractor is to install warning signs for wide loads in advance of the bridge under the direction of the Engineer. The Department will not measure installation, maintenance, or removal for payment, and will consider these incidentals to Maintain and Control Traffic.

CHANGEABLE MESSAGE SIGNS

2 Changeable Message Signs are required as part of this contract. The contractor will furnish, operate, and maintain Changeable Message Signs.
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.
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*. 
| Subsection: | 109.07.02 Fuel. |
| Revision: | Revise item Crushed Aggregate Used for Embankment Stabilization to the following: |
|           | Crushed Aggregate |
|           | Used for Stabilization of Unsuitable Materials |
|           | Used for Embankment Stabilization |

| Subsection: | 112.03.12 Project Traffic Coordinator (PTC). |
| Revision: | Replace the last paragraph of this subsection with the following: |
|           | Ensure the designated PTC has sufficient skill and experience to properly perform the task assigned and has successfully completed the qualification courses. |

| Subsection: | 112.04.18 Diversions (By-Pass Detours). |
| Revision: | Insert the following sentence after the 2nd sentence of this subsection. |
|           | The Department will not measure temporary drainage structures needed for the diversion for payment. These items are incidental to this item of work. |

| Subsection: | 206.04.01 Embankment-in-Place. |
| Revision: | Replace the fourth paragraph with the following: The Department will not measure suitable excavation included in the original plans that is disposed of for payment and will consider it incidental to Embankment-in-Place. |

| Subsection: | 208.02.01 Cement. |
| Revision: | Replace paragraph with the following: |
|           | Select Type I or Type II cement conforming to Section 801. Use the same type cement throughout the work. |

| Subsection: | 208.03.06 Curing and Protection. |
| Revision: | Replace the fourth paragraph with the following: |
|           | Do not allow traffic or equipment on the finished surface until the stabilized subgrade has cured for a total of 7-days with an ambient air temperature above 40 degrees Fahrenheit. A curing day consists of a continuous 24-hour period in which the ambient air temperature does not fall below 40 degrees Fahrenheit. Curing days will not be calculated consecutively, but must total seven (7) 24-hour days with the ambient air temperature remaining at or above 40 degrees Fahrenheit before traffic or equipment will be allowed to traverse the stabilized subgrade. The Department may allow a shortened curing period when the Contractor requests. The Contractor shall give the Department at least 3 day notice of the request for a shortened curing period. The Department will require a minimum of 3 curing days after final compaction. The Contractor shall furnish cores to the treated depth of the roadbed at 500 feet intervals for each lane when a shortened curing time is requested. The Department will test cores using an unconfined compression test. Roadbed cores must achieve a minimum strength requirement of 80 psi. |

<p>| Subsection: | 208.03.06 Curing and Protection. |
| Revision: | Replace paragraph nine with the following: |
|           | At no expense to the Department, repair any damage to the subgrade caused by freezing. |</p>
<table>
<thead>
<tr>
<th>Subsection:</th>
<th>213.03.02 Progress Requirements.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision:</td>
<td>Replace the last sentence of the third paragraph with the following: Additionally, the Department will apply a penalty equal to the liquidated damages when all aspects of the work are not coordinated in an acceptable manner within 7 calendar days after written notification.</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Subsection:</th>
<th>402.03.02 Contractor Quality Control and Department Acceptance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part:</td>
<td>D) Testing Responsibilities.</td>
</tr>
<tr>
<td>Number:</td>
<td>4) Density.</td>
</tr>
<tr>
<td>Revision:</td>
<td>Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection:</th>
<th>403.02.10 Material Transfer Vehicle (MTV).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision:</td>
<td>Replace the first sentence with the following: In addition to the equipment specified above, provide a MTV with the following minimum characteristics:</td>
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</table>

<table>
<thead>
<tr>
<th>Subsection:</th>
<th>412.02.09 Material Transfer Vehicle (MTV).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision:</td>
<td>Replace the paragraph with the following: Provide and utilize a MTV with the minimum characteristics outlined in section 403.02.10.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection:</th>
<th>412.03.07 Placement and Compaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision:</td>
<td>Replace the first paragraph with the following: Use a MTV when placing SMA mixture in the driving lanes. The MTV is not required on ramps and/or shoulders unless specified in the contract. When the Engineer determines the use of the MTV is not practical for a portion of the project, the Engineer may waive its requirement for that portion of pavement by a letter documenting the waiver.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection:</th>
<th>412.04 MEASUREMENT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision:</td>
<td>Add the following subsection: 412.04.03. Material Transfer Vehicle (MTV). The Department will not measure the MTV for payment and will consider its use incidental to the asphalt mixture.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection:</th>
<th>501.03.19 Surface Tolerances and Testing Surface.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part:</td>
<td>B) Ride Quality.</td>
</tr>
<tr>
<td>Revision:</td>
<td>Add the following to the end of the first paragraph: The Department will specify if the ride quality requirements are Category A or Category B when ride quality is specified in the Contract. Category B ride quality requirements shall apply when the Department fails to classify which ride quality requirement will apply to the Contract.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection:</th>
<th>605.03.04 Tack Welding.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision:</td>
<td>Insert the subsection and the following: 605.03.04 Tack Welding. The Department does not allow tack welding.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection:</th>
<th>606.03.17 Special Requirements for Latex Concrete Overlays.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part:</td>
<td>A) Existing Bridges and New Structures.</td>
</tr>
<tr>
<td>Number:</td>
<td>1) Prewetting and Grout-Bond Coat.</td>
</tr>
<tr>
<td>Revision:</td>
<td>Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.</td>
</tr>
<tr>
<td>Subsection</td>
<td>Revision</td>
</tr>
<tr>
<td>------------</td>
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</tr>
<tr>
<td>609.03 Construction.</td>
<td>Replace Subsection 609.03.01 with the following:</td>
</tr>
<tr>
<td></td>
<td>609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports.</td>
</tr>
<tr>
<td></td>
<td>609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.</td>
</tr>
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<table>
<thead>
<tr>
<th>Subsection</th>
<th>Revision</th>
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</thead>
<tbody>
<tr>
<td>611.03.02 Precast Unit Construction.</td>
<td>Replace the first sentence of the subsection with the following:</td>
</tr>
<tr>
<td></td>
<td>Construct units according to ASTM C1577, replacing Table 1 (Design Requirements for Precast Concrete Box Sections Under Earth, Dead and HL-93 Live Load Conditions) with KY Table 1 (Precast Culvert KYHL-93 Design Table), and Section 605 with the following exceptions and additions:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>613.03.01 Design.</td>
<td>Replace &quot;AASHTO Standard Specifications for Highway Bridges&quot; with &quot;AASHTO LRFD Bridge Design Specifications&quot;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>615.06.02</td>
<td>Add the following sentence to the end of the subsection. The ends of units shall be normal to walls and centerline except exposed edges shall be beveled ¼ inch.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>615.06.03 Placement of Reinforcement in Precast 3-Sided Units.</td>
<td>Replace the reference of 6.6 in the section to 615.06.06.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>615.06.04 Placement of Reinforcement for Precast Endwalls.</td>
<td>Replace the reference of 6.7 in the section to 615.06.07.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>615.06.06 Laps, Welds, and Spacing for Precast 3-Sided Units.</td>
<td>Replace the subsection with the following: Tension splices in the circumferential reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. The overlap of welded wire fabric shall be measured between the outermost longitudinal wires of each fabric sheet. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. For splices other than tension splices, the overlap shall be a minimum of 12” for welded wire fabric or deformed billet-steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be no less than 2 inches and no more than 4 inches. The spacing center to center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 16 inches.</td>
</tr>
</tbody>
</table>
### Subsection: 615.06.07 Laps, Welds, and Spacing for Precast Endwalls.
**Revision:** Replace the subsection with the following:
Splices in the reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. The spacing center-to-center of the wire fabric sheet shall not be less than 2 inches or more than 8 inches.

### Subsection: 615.08.01 Type of Test Specimen.
**Revision:** Replace the subsection with the following:
Start-up slump, air content, unit weight, and temperature tests will be performed each day on the first batch of concrete. Acceptable start-up results are required for production of the first unit. After the first unit has been established, random acceptance testing is performed daily for each 50 yd³ (or fraction thereof). In addition to the slump, air content, unit weight, and temperature tests, a minimum of one set of cylinders shall be required each time plastic property testing is performed.

### Subsection: 615.08.02 Compression Testing.
**Revision:** Delete the second sentence.

### Subsection: 615.08.04 Acceptability of Core Tests.
**Revision:** Delete the entire subsection.

### Subsection: 615.12 Inspection.
**Revision:** Add the following sentences to the end of the subsection: Units will arrive at jobsite with the "Kentucky Oval" stamped on the unit which is an indication of acceptable inspection at the production facility. Units shall be inspected upon arrival for any evidence of damage resulting from transport to the jobsite.
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.
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/**0 FT/  /SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/  /BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/  /TWO/WAY/TRAFFIC/

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

2.3 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
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:

<table>
<thead>
<tr>
<th>Code</th>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>02671</td>
<td>Portable Changeable Message Sign</td>
<td>Each</td>
</tr>
</tbody>
</table>

Effective June 15, 2012
<table>
<thead>
<tr>
<th>2012 STANDARD DRAWINGS THAT APPLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPICAL GUARDRAIL INSTALLATIONS ........................................................................................................... RBI-001-10</td>
</tr>
<tr>
<td>TYPICAL GUARDRAIL INSTALLATIONS ........................................................................................................... RBI-002-06</td>
</tr>
<tr>
<td>STEEL BEAM GUARDRAIL (W-BEAM) .............................................................................................................. RBR-001-11</td>
</tr>
<tr>
<td>GUARDRAIL POSTS ...............................................................................................................................................RBR-015-04</td>
</tr>
<tr>
<td>GUARDRAIL POSTS ...............................................................................................................................................RBR-016-04</td>
</tr>
<tr>
<td>TEMPORARY SILT FENCE .................................................................................................................................. RDX-210-02</td>
</tr>
<tr>
<td>TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC ..................................................................... RDX-215</td>
</tr>
<tr>
<td>SILT TRAP - TYPE A ........................................................................................................................................ RDX-220-04</td>
</tr>
<tr>
<td>SILT TRAP - TYPE B ........................................................................................................................................ RDX-225</td>
</tr>
<tr>
<td>SILT TRAP - TYPE C ........................................................................................................................................ RDX-230</td>
</tr>
<tr>
<td>MISCELLANEOUS STANDARDS PART 1 .......................................................................................................... RGX-001-05</td>
</tr>
<tr>
<td>ONE POINT PROCTER FAMILY OF CURVES .................................................................................................... RGX-200</td>
</tr>
<tr>
<td>NETTING.................................................................................................................................................................. RRE-002-04</td>
</tr>
<tr>
<td>LANE CLOSURE TWO-LANE HIGHWAY CASE I .............................................................................................. TTC-100-03</td>
</tr>
<tr>
<td>LANE CLOSURE TWO-LANE HIGHWAY CASE II ............................................................................................ TTC-105-02</td>
</tr>
<tr>
<td>LANE CLOSURE USING TRAFFIC SIGNALS ..................................................................................................... TTC-110-02</td>
</tr>
<tr>
<td>SHOULDER CLOSURE ........................................................................................................................................ TTC-135-01</td>
</tr>
<tr>
<td>POST SPLICING DETAIL ....................................................................................................................................... TTD-110-01</td>
</tr>
<tr>
<td>PAVEMENT CONDITION WARNING SIGNS ..................................................................................................... TTD-125-01</td>
</tr>
<tr>
<td>MOBILE OPERATION FOR PAINT STRIPING CASE I ....................................................................................... TTS-100-01</td>
</tr>
<tr>
<td>MOBILE OPERATION FOR PAINT STRIPING CASE II ....................................................................................... TTS-105-01</td>
</tr>
</tbody>
</table>
PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

LABOR AND WAGE REQUIREMENTS
APPLICABLE TO OTHER THAN FEDERAL-AID SYSTEM PROJECTS

I. Application
II. Nondiscrimination of Employees (KRS 344)
III. Payment of Predetermined Minimum Wages
IV. Statements and Payrolls

I. APPLICATION

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor's organization shall be construed to include only workmen employed and paid directly by the contractor and equipment owned or rented by him, with or without operators. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

2. A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

II. NONDISCRIMINATION OF EMPLOYEES

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

III. PAYMENT OF PREDETERMINED MINIMUM WAGES

1. These special provisions are supplemented elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The contractor shall pay not less than those rates.

2. The minimum wage determination schedule shall be posted by the contractor, in a manner prescribed by the Department of Highways, at the site of the work in prominent places where it can be easily seen by the workers.

IV. STATEMENTS AND PAYROLLS

1. All contractors and subcontractors affected by the terms of KRS 337.505 to 337.550 shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of one (1) year from the date of completion of this contract.

2. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.

3. The contractor shall make his daily records available at the project site for inspection by the State Department of Highways contracting office or his authorized representative.

Periodic investigations shall be conducted as required to assure compliance with the labor provisions of the contract. Interrogation of employees and officials of the contractor shall be permitted during working hours.

Aggrieved workers, Highway Managers, Assistant District Engineers, Resident Engineers and Project Engineers shall report all complaints and violations to the Division of Contract Procurement.

The contractor shall be notified in writing of apparent violations. The contractor may correct the reported violations and notify the Department of Highways of the action taken or may request an informal hearing. The request for hearing shall be in writing within ten (10) days after receipt of the notice of the reported violation. The contractor may submit
records and information which will aid in determining the true facts relating to the reported violations.

Any person or organization aggrieved by the action taken or the findings established as a result of an informal hearing by the Division of Contract Procurement may request a formal hearing.

4. The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payments, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

5. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

6. No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

7. Every employee on the work covered by this contract shall be permitted to lodge, board, and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

8. Every employee on the project covered by this contract shall be an employee of either the prime contractor or an approved subcontractor.

9. No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

10. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals.

No Covered employee may be employed on the work except in accordance with the classification set forth in the schedule mentioned above; provided, however, that in the event additional classifications are required, application shall be made by the contractor to the Department of Highways and (1) the Department shall request appropriate classifications and rates from the proper agency, or (2) if there is urgent need for additional classification to avoid undue delay in the work, the contractor may employ such workmen at rates deemed comparable to rates established for similar classifications provided he has made written application through the Department of Highways, addressed to the proper agency, for the supplemental rates. The contractor shall retroactively adjust, upon receipt of the supplemental rates schedule, the wages of any employee paid less than the established rate and may adjust the wages of any employee overpaid.

11. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work-week in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in such work-week unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work-week. 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. This agreement shall be in writing and shall be executed prior to the employee working in excess of eight (8) hours, but not more than ten (10) hours, in any one (1) calendar day.

12. Payments to the contractor may be suspended or withheld due to failure of the contractor to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required under the terms of the contract. The Department may suspend or withhold payments only after the contractor has been given written notice of the alleged violation and the contractor has failed to comply with the wage determination of the Department of Highways.

13. Contractors and subcontractors shall comply with the sections of Kentucky Revised Statutes, Chapter 337 relating to contracts for Public Works.

Revised 2-16-95
EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:
   a) The date of leaving office or termination of employment; or
   b) The date the term of office expires to which the public servant was elected.

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.
Kentucky Equal Employment Opportunity Act of 1978

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall apply to this Contract. The apparent low Bidder will be required to submit EEO forms to the Division of Construction Procurement, which will then forward to the Finance and Administration Cabinet for review and approval. No award will become effective until all forms are submitted and EEO/CC has certified compliance. The required EEO forms are as follows:

- EEO-1: Employer Information Report
- Affidavit of Intent to Comply
- Employee Data Sheet
- Subcontractor Report

These forms are available on the Finance and Administration’s web page under Vendor Information, Standard Attachments and General Terms at the following address: https://www.eProcurement.ky.gov.

Bidders currently certified as being in compliance by the Finance and Administration Cabinet may submit a copy of their approval letter in lieu of the referenced EEO forms.

For questions or assistance please contact the Finance and Administration Cabinet by email at finance.contractcompliance@ky.gov or by phone at 502-564-2874.
General Decision Number: KY130100 02/22/2013 KY100

Superseded General Decision Number: KY20120125

State: Kentucky

Construction Type: Highway


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).

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<th>Modification Number</th>
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BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

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BRKY0001-005 06/01/2011

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

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BRKY0002-006 06/01/2011

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

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BRKY0007-004 06/01/2011

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:
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<td>Diver........... $ 39.98</td>
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<td>Rates</td>
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<td>Cable Splicer........... $ 32.68</td>
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<td>Rates</td>
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FLEMING, GREENUP, LEWIS & MASON COUNTIES:

Rates Fringes

ELECTRICIAN......................$ 31.20            13.55

ENGI0181-018 07/01/2012

Rates Fringes

Operating Engineer:

GROUP 1.....................$ 27.35            13.40
GROUP 2.....................$ 24.87            13.40
GROUP 3.....................$ 25.26            13.40
GROUP 4.....................$ 24.60            13.40

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;
Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - $1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2012

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON, BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmvile, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

<table>
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<tr>
<th>Rates</th>
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<tr>
<td>IRONWORKER</td>
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<tr>
<td>Fence Erector</td>
<td>$ 22.50</td>
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<tr>
<td>Structural</td>
<td>$ 24.80</td>
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IRON0070-006 06/01/2012

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE, WASHINGTON & WOODFORD
BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);
CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);
CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);
SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stamping Ground & Woodlake);

Rates Fringes
IRONWORKER.......................$ 26.34 18.58
----------------------------------------------------------------
IRON0372-006 06/01/2012

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, Excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummer's Landing, Plummer's Mill, Poplar Plains, Ringo's Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morning glory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

Rates Fringes
IRONWORKER, REINFORCING
Beyond 30-mile radius of Hamilton County, Ohio Courthouse.......................$ 26.59 18.58
Up to & including 30-mile radius of Hamilton County, Ohio Courthouse.......................$ 26.34 18.58
----------------------------------------------------------------
IRON0769-007 06/01/2012

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
CLARK (Eastern third, including townships of Bloomingdale,
Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
FLEMING (Townships of Beechburg, Colfax, Elizaville,
Flemingsburg, Flemingsburg Junction, Foxport, Grange City,
Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton,
Peckridge, Plummers Landing, Plummers Mill, Poplar Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Eastern third, including Townships of Helena, Marshall,
Orangeburg, Plumville & Springdale);
NICHOLAS (Eastern eighth, including the Township of Moorefield
Sprout)

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<tr>
<td>ZONE 1</td>
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<td>ZONE 2</td>
<td>$ 30.92</td>
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<td>ZONE 3</td>
<td>$ 32.52</td>
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ZONE 1 - Up to 10 mi. radius of union hall, Ashland, Ky.,
1643 Greenup Avenue
ZONE 2 - 10 to 50 mi. radius of union hall;
ZONE 3 - 50 mi. radius and beyond

LABO0189-003 07/01/2012

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT,
FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON,
JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

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<td>Laborers:</td>
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<td>GROUP 1</td>
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<td>GROUP 3</td>
<td>$ 21.45</td>
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<td>GROUP 4</td>
<td>$ 22.05</td>
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LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;

http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=2
2/22/2013
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air);
Water Blaster

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

LAB00189-008 07/01/2012

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

Rates          Fringes

Laborers:
GROUP 1.........................$ 21.61            10.95
GROUP 2.........................$ 21.86            10.95
GROUP 3.........................$ 21.91            10.95
GROUP 4.........................$ 22.51            10.95

LABORERS CLASSIFICATIONS

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

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

http://www.wdol.gov/wdol/scafiles/davisbacon/KY100.dvb?v=2  2/22/2013
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

LABO0189-009 07/01/2012

BRECKINRIDGE & GRAYSON COUNTIES

Rates Fringes

Laborers:
GROUP 1.....................$ 21.96 10.60
GROUP 2.....................$ 22.21 10.60
GROUP 3.....................$ 22.26 10.60
GROUP 4.....................$ 22.86 10.60

LABORERS CLASSIFICATIONS

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

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

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster
GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:

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<tr>
<td>Bridge/Equipment Tender and/or Containment Builder...$ 18.90</td>
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<tr>
<td>Brush &amp; Roller..............$ 21.30</td>
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<tr>
<td>Elevated Tanks; Steeplejack Work; Bridge &amp; Lead Abatement..............$ 22.30</td>
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<tr>
<td>Sandblasting &amp; Waterblasting....................$ 22.05</td>
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<td>Spray.......................$ 21.80</td>
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PAIN0012-017 05/01/2012

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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<td>Bridge Equipment Tender and Containment Builder...$ 20.49</td>
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<td>Brush &amp; Roller..............$ 23.10</td>
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<tr>
<td>Elevated Tanks; Steeplejack Work; Bridge &amp; Lead Abatement..............$ 24.10</td>
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<td>Sandblasting &amp; Water Blasting....................$ 23.85</td>
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PAIN0118-004 05/01/2010

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

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<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Painter</td>
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<tr>
<td>Brush &amp; Roller..............$ 18.50</td>
<td>10.30</td>
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<tr>
<td>Spray, Sandblast, Power Tools, Waterblast &amp; Steam Cleaning.......................$ 19.50</td>
<td>10.30</td>
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<tr>
<td>Rates</td>
<td>Fringes</td>
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<tr>
<td>-------</td>
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<tr>
<td><strong>BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Painters:</strong></td>
<td></td>
</tr>
<tr>
<td>Bridges; Locks; Dams; Tension Towers &amp; Energized Substations</td>
<td>$30.18</td>
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<tr>
<td>Power Generating Facilities</td>
<td>$26.94</td>
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<td><strong>BOYD, CARTER, ELLIOTT, GREENUP, LEWIS &amp; ROWAN COUNTIES:</strong></td>
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<tr>
<td><strong>Plumber and Steamfitter:</strong></td>
<td>$33.00</td>
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<tr>
<td><strong>BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &amp; ROBERTSON COUNTIES:</strong></td>
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<tr>
<td><strong>Plumbers and Pipefitters:</strong></td>
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<tr>
<td><strong>BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &amp; WASHINGTON COUNTIES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PLUMBER:</strong></td>
<td>$32.00</td>
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</tbody>
</table>

**TRUCK DRIVER CLASSIFICATIONS**

GROUP 1 - Mobile Batch Truck Tender
GROUP 2 - Greaser; Tire Changer; & Mechanic Tender
GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole
Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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

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 rates.

0000/9999: weighted union wage rates will be published annually each January.

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 majority 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.

================================================================
END OF GENERAL DECISION
Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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
## Section: 0001 - ROADWAY

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<tr>
<th>LINE</th>
<th>BID CODE</th>
<th>ALT DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
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<td>0010</td>
<td>00001</td>
<td>DGA BASE</td>
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<td>TON</td>
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<td>0020</td>
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<td>CL2 ASPH BASE 1.00D PG64-22</td>
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<td>0030</td>
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<td>Clearing and Grubbing(less than 1 Acre)</td>
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## Section: 0002 - DEMOBILIZATION

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<th>LINE</th>
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<th>QUANTITY</th>
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