



CALL NO. 100

CONTRACT ID. 081118

BARREN COUNTY

FED/STATE PROJECT NUMBER IM 065-2 (070)

LETTING DATE: April 18, 2008

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1st floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME April 18, 2008. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

ROAD AND/OR BRIDGE PLANS

DBE CERTIFICATION REQUIRED

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

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

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included

BID

PROPOSAL ISSUED TO: _____

SPECIMEN

Address

City

State

Zip

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PART I
SCOPE OF WORK

CONTRACT ID - 081118

ADMINISTRATIVE DISTRICT - 03

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - BARREN
IM 065-2 (070)

PCN - DE00500650818

TENNESSEE STATE LINE-LOUISVILLE ROAD (I-65) STRUCTURAL OVERLAY ON I-65 FROM US 31W
OVERPASS TO 0.62 MILE SOUTH OF THE KY 70 INTERCHANGE, A DISTANCE OF 5.15 MILES. ASPHALT
REHAB INTERSTATE/PARKWAY. SYP NO. 03-02014.01.
GEOGRAPHIC COORDINATES LATITUDE 37^07'00" LONGITUDE 86^01'33"

COMPLETION DATE(S):

COMPLETION DATE - October 15, 2008

APPLIES TO ENTIRE CONTRACT EXCEPT TREE TRIMMING SEE PLANS

COMPLETION DATE - December 15, 2008

TREE TRIMMING AND ASSOCIATED BID ITEMS SEE PLANS

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

The Bidder must download the bid items created from the web site to prepare a bid proposal for submission to the Department. The bidder must insert the completed bid item sheets printed from the Program into the bidder's proposal and submit with the disk created by said program.

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

CONTRACT DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 15% of the total value of the contract.

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

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating
102.08 Irregular Proposals
102.09 Proposal Guaranty

102.10 Delivery of Proposals
102.14 Disqualification of Bidders

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

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

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder.

The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;

5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it

met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

NATIONAL HIGHWAY

This project is on the *NATIONAL HIGHWAY SYSTEM*.

PROJECT TRAFFIC COORDINATOR (PTC)

This project is a significant project pursuant to section 112.03.12.

ASPHALT MIXTURE

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

DGA BASE

The rate of application for DGA Base shall be estimated at 115 lbs/sy per inch of depth.

DGA BASE FOR SHOULDERS

The rate of application shall be estimated at 115 lbs/sy per inch of depth. Payment for necessary grading and/or shaping of existing shoulders prior to placing of Dense Graded Aggregate Base shall be included in the unit price bid per ton for Dense Graded Aggregate Base.

INCIDENTAL SURFACING

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

ASPHALT PAVEMENT RIDE QUALITY

Pavement Rideability Requirements shall apply on this project in accordance with Section 410 of the current *Standard Specifications*.

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

The Contractor is advised that the compaction of asphalt mixtures furnished for driving lanes and ramps, at 25mm (1 inch) or greater, on this project will be accepted according to OPTION A in accordance with Section 402 and Section 403 of the *current Standard Specification*. Joint cores as described in subsection 402.03.02 are required for surface mixtures only. The compaction of all other asphalt mixtures will be accepted by OPTION B.

SPECIAL NOTE FOR BRIDGE BARRIER REPAIR AND RETROFIT

I. DESCRIPTION.

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Current Edition of the Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawing(s). Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Retrofit barrier with thrie beam guard rail; (3) Maintain and control traffic; and (4) Any other work specified as part of this contract.

II. MATERIALS.

A. **AA Concrete.** See Standard Specifications

C. **Thrie Beam Guardrail.** See Standard Specifications.

III. CONSTRUCTION.

A. **Thrie Beam Retrofit.** Install Thrie Beam retrofit according to attached drawings and departments Standard Drawings.

IV. MEASUREMENT.

A. **Thrie Beam Guard Rail Retrofit.** The Department will measure the quantity in Linear Feet.

B. **Thrie Beam To "W" Beam Connector.** The Department will measure the quantity as Each individual unit.

V. PAYMENT.

A. **Thrie Beam Retrofit.** The department will measure the quantity in linear feet out to out. All posts drilling, thrie beam guard rail, posts and any other quantities, items and or work necessary to install and attach to guard rail systems leading into or out of the bridge including terminal sections when required will incidental to this pay item.

B. **Thrie Beam To "W" Beam Connector.** The department will measure the quantity of each individual unit. The connector will be full compensation for all hardware and labor to install the connector from the "W" Beam guardrail to the Thrie Beam Guardrail.

The Department will consider payment as full compensation for all work required by this note and the detail drawing(s) included in the plans.

HD 21 PAINT SPEC WATERBORNE PAINT SPECIFICATIONS

MATERIALS

NOTE: The paint used for this project shall include **HD 21** resin.

Select Materials for this project to meet the performance requirements detailed in SECTION 842 of the current STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and additional requirements as listed in this document. The resin portion of the paints shall be composed of the Rohm and Haas HD 21 Resin. Initial samples may be sent from the manufacturer of the paint. In addition to the initial samples, the Department will randomly sample paint delivered to the project for specification compliance.

<u>PAINTS</u>	YELLOW	WHITE
(1.) RESIN	HD 21	HD 21
(2.) COLOR	595B-38907	595B-37925
L*	80.80	94.92
a*	19.04	-2.18
b*	88.57	3.10

Test Methods to be used in the determination of these properties:

- (1.) The use of HD 21 resin will be verified by testing and manufacturer certification.
- (2.) Allowable variation of the color, measured in the laboratory, will be 2.0 ΔE^* from the referenced standard color. These values shall be obtained from a spectrophotometer utilizing a D65 illuminant at 45° illumination and 0° viewing with a 2° observer. Readings for the determination of color will be taken only over the black portion of the Leneta sheet on a 15 mil (wft) draw down.

Beads: Beads will only be evaluated as part of the system (through retroreflectivity readings). Testing of the coatings, gradation and initial quality of the product applied shall be the responsibility of the contractor.

APPLICATION OF STRIPING

All pavement markings shall be installed in accordance with Section 713 of the STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and additional requirements as listed in this document.

Paint shall be applied at a minimum rate of 29.5 gallons per mile of solid six-inch line to produce thickness of 18 mils. Glass beads shall be applied at a minimum rate of six pounds per gallon of paint.

If the Engineer determines that the quality of the striping applied by the Contractor is unsatisfactory with regard to retroreflectivity, bead distribution, paint thickness, overspray, accuracy of retracting, line width, consistency, tracking, etc., he may stop the striping operation immediately until the Contractor can demonstrate that the problem has been corrected.

Any striping error that requires removal of a line applied by the Contractor shall be removed, at the Contractor's expense, by a removal method approved by the Engineer. This removal process shall be done in a manner that shall not be detrimental to the pavement. Painting over the line with bituminous or other materials to obliterate the markings will not be allowed. Upon notification of a striping error by the Engineer, the Contractor shall be required to begin the process of correcting the striping error within five working days and shall work continuously to complete the corrective work prior to striping any other section of roadway included in this contract. Liquidated damages, as outlined in the Standard Specifications, shall apply for each day beyond the five working days that the Contractor has not begun to correct the striping error or continuously worked to complete the corrective work.

The Contractor shall be responsible for protecting the line form traffic until dry to eliminate tracking.

RETROREFLECTIVITY REQUIREMENTS

Although the paint used on this project will be tested by the Department for various compositional requirements and minimum acceptable application rates for paint and beads are specified elsewhere in this proposal, it shall be the responsibility of the Contractor to insure that all striping meets the retroreflectivity requirements specified in this contract.

Retroreflectivity readings will be taken only by qualified employees of the Departments and Contractor who holds qualification from the Department as Pavement Marking Inspection Technicians or by a Department approved vendor. Portable readings will be taken in accordance with KM202.

The Department may choose to obtain retroreflectivity readings using a mobile retroreflectometer. Mobile retroreflectometer readings will be taken using a 30M-geometry instrument by a Department approved vendor in accordance with KM203.

The minimum retroreflectivity values are as follows:

Minimum Reflectivity Values		
Color	Yellow-mcd/m²/lux	White-mcd/m²/lux
LTL 2000	175	250
Mobile (30M-geometry)	150	225

The retroreflectivity values listed in this contract have been established taking into account the variances of the retroreflectivity measuring instruments. Therefore, no adjustments for variances will be made when using the measured retroreflectivity readings for full payment.

Acceptance Of Non-Specification Markings

If weather conditions allow, perform corrective work to bring striping retroreflectivity into conformance. If corrective work has been performed and the work meets all requirements except for minimum retroreflectivity, the Department may accept the work according to Subsection 105.04 of the STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. When the engineer determines that the markings may be left in place, the Department will accept them at a reduction in the Contract unit bid price according to the Acceptance Pay Schedule. Additionally, the Engineer may remove the striping crew for the remainder of the project according to Subsection 108.06 Part A of the STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

The Engineer may also apply the Acceptance Pay Schedules below when corrective work cannot be performed due to weather.

ACCEPTANCE PAY SCHEDULE	
(For use when readings are taken with the LTL 2000)	
YELLOW	WHITE
151 to 174 mcd/lux/square meter – 50% pay	231 to 249 mcd/lux/square meter – 50% pay

128 to 150 mcd/lux/square meter – 25% pay 105 to 127 mcd/lux/square meter – 0% pay <105 mcd/lux/square meter - unacceptable	213 to 230 mcd/lux/square meter – 25% pay 195 to 212 mcd/lux/square meter – 0% pay <195 mcd/lux/square meter - unacceptable
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ACCEPTANCE PAY SCHEDULE (For use when readings are taken with the Mobile)	
YELLOW	WHITE
126 to 149 mcd/lux/square meter – 50% pay 103 to 125 mcd/lux/square meter – 25% pay 80 to 102 mcd/lux/square meter – 0% pay <80 mcd/lux/square meter - unacceptable	156 to 174 mcd/lux/square meter – 50% pay 138 to 155 mcd/lux/square meter – 25% pay 120 to 137 mcd/lux/square meter – 0% pay <120 mcd/lux/square meter - unacceptable

Last Revision 6/6/2007

I-65, Barren County
Item No. 3-2014.01
IM 65-2(70)

Special Note for Blow-up/Relief Joint Repair

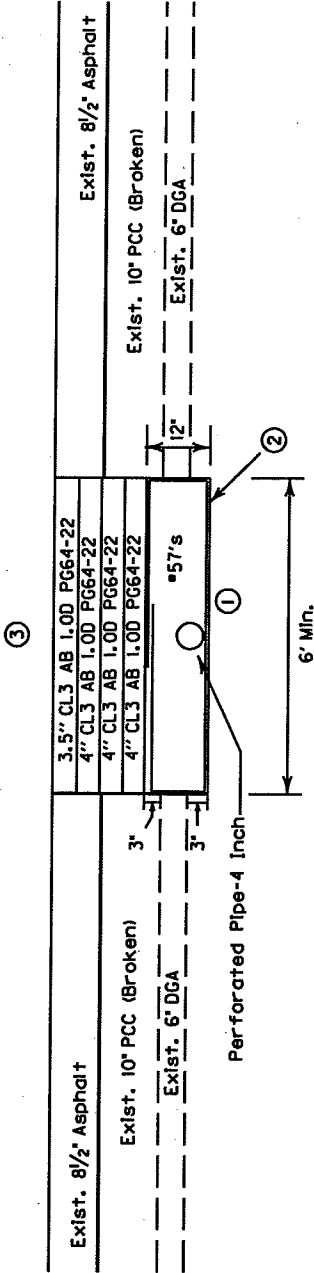
There are approximately 25 locations northbound and 30 locations southbound that have been identified as having deteriorated asphalt pavement. The deterioration is attributed to continued joint movement in the broken and seated concrete pavement below the asphalt. Two details are attached including the repair techniques to be followed to repair these areas. The specific areas are to be identified by the Engineer on the project.

The Engineer will determine which detail to utilize (Dry or Wet) depending on the conditions of the subgrade during excavation.

These repairs are to be performed during the lane closures allowed in the maintenance of traffic notes. No additional time will be allowed other than that set up in the plans or proposal lane closures.

The items incidental to the square yard repair price are listed on the attached details. Also required will be Non-perforated Pipe-4 inch, Perforated Pipe Headwalls, and Crushed Aggregate No. 2. The trenches for the non-perforated pipe will be backfilled with flowable fill. The flowable fill will be incidental to the unit bid price for the non-perforated pipe.

REPAIR OF EXISTING BLOW-UP/RELIEF JOINT AND PAVEMENT REPAIR (WET)



① All relief joints shall be located at existing joints requiring repair whenever possible. These locations will be determined by the Engineer in the field. Before removal of the existing material, saw cuts shall be made on each side of the joint to be removed.

After all existing material (6' Roadbed Included) has been removed then each course of backfill material shall be compacted to the proper density for the material being placed as required in the Standard Specifications. The 4' perforated pipe shall not be wrapped and only coarse aggregate shall be used.

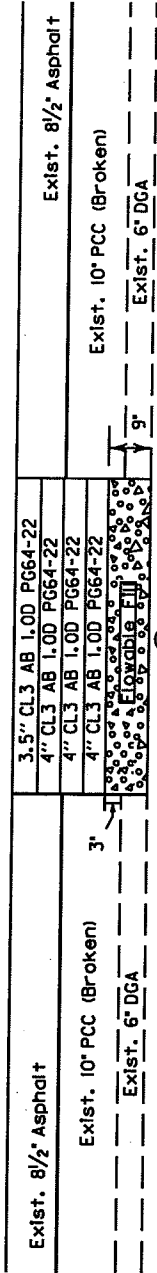
Transverse underdrains at relief joints shall drain to Outlet Drains through the inside and outside shoulder and will daylight to shoulder slope.

The Contract Unit Bid Price per SQ YD for Relief Joint shall include removing Pavement, Roadway Excavation, Saw Cutting, Perforated Pipe-4 Inch, Crushed Aggregate Size No. 57, CL3 ASPH BASE 1.0D PG64-22, Fabric-Geotextile Type IV and all Incidentals necessary to complete the installation as detailed.

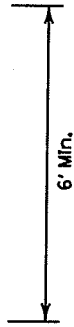
- ② Fabric-Geotextile Type IV required around coarse aggregate.
- ③ This repair should be done a minimum of 2 weeks prior to the asphalt milling and resurfacing operation. Prior to milling, any settlement in the repair area should be corrected.
- ④ The repair area should extend 2 feet into the inside and outside shoulders to allow for proper compaction in the driving lanes.

REPAIR OF EXISTING BLOW-UP/RELIEF JOINT AND PAVEMENT REPAIR (DRY)

②



①



① All relief joints shall be located at existing joints requiring repair whenever possible. These locations will be determined by the Engineer in the field. Before removal of the existing material, saw cuts shall be made on each side of the joint to be removed.

After all existing material (6" Roadbed included) has been removed then each course of backfill material shall be compacted to the proper density for the material being placed as required in the Standard Specifications.

Transverse underdrains at relief joints shall drain to Outlet Drains through the inside and outside shoulder and will daylight to shoulder slope.

The Contract Unit Bid Price per SQ YD for Relief Joint shall include removing Pavement, Roadway Excavation, Saw Cutting, Flowable Fill, CL3 Asph Base 1.0D PG64-22, and all incidentals necessary to complete the installation as detailed.

② This repair should be done a minimum of 2 weeks prior to the asphalt milling and resurfacing operation. Prior to milling, any settlement in the repair area should be corrected.

③ The repair area should extend 2 feet into the inside and outside shoulders to allow for proper compaction in the driving lanes.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

GENERAL NOTES
BARREN COUNTY – I-65
TRAFFIC DATA COLLECTION STATION 831 – MP 48.0

The Division of Planning needs to re-establish a Traffic Data Collection Station within a section of a construction project in Barren County on I-65. Planning is requesting to have service replaced at a site with an approximate mile-point of 48.0, with the installation of traffic loop sensors in the existing paved roadway surface. Exact location will be determined in the field.

Contractor shall install two (2) loop sensors and two (2) piezo in each lane. All wires shall be run splice free in 10x8x4 cabinets as show in Figure 1. All new materials shall be used in this reconstruction.

Therefore, the contractor will install a total of eight (8) loop sensors and 8 piezos in the roadway. Installation shall be coordinated with and approved by appropriate Division of Planning staff. Reference "Special Notes for Installation of Traffic Counting Inductance Loops and Axle Sensors" for materials, construction and installation details and "Standard Details for Installation of Traffic Counting Inductance Loops and Sensors". Also see the Standard Details for Installation of Traffic Counting Inductance Loops and Axle Sensors, Location Drawings, Location Table and Estimate of Quantities, in regard to this specific project.

NOTE:

The Special Notes for Traffic Counting Inductance Loops and Axle Sensors are generic. Only the sections that pertain to the specified location and the bid items listed in this summary are applicable.

SPECIAL NOTES:

The location listed in the proposal is approximate only. Contractor will need to contact the utility companies to verify locations to underground service prior to beginning work. The Engineer, in coordination with the Central Office Division of Planning, will designate the exact location at the time of construction.

Notify the Central Office Division of Planning (502-564-7183, Equipment Management Team) a minimum of 14 days prior to beginning work in order for them to have the option to be present during sensor installation. The Engineer will contact and maintain liaison with the District Planning Engineer and the Central Office Division of Planning in order to coordinate the work.

**LOCATION TABLE
BARREN COUNTY – I-65
TRAFFIC DATA COLLECTION STATION 831 MP 48.0**

STATION	DESCRIPTION	MP BEGIN	LOCATION	MP END	LANES	PIEZOS	LOOPS	PROJECT MP LIMITS
831	2 loops, 2 piezo/lane	47.696	48.0	52.523	4	8	8	

TRAFFIC DATA COLLECTION STATION 831 is located on I-65 at approximately the 48.0 mile-point (MP) with the final location confirmed by appropriate Division of Planning staff. This station has four (4) lanes of traffic, two (2) Northbound lanes (loops#1-4) and (piezos 1-4) and two (2) Southbound lanes (loops #1-4) and (piezos 1-4). Each lane will have a loop-piezo-loop combination of sensors installed as depicted in Figure 1. The contractor shall install the sensors in each lane and run their lead-ins splice-free to the cabinet mounted to guardrail posts as depicted in Figure 1. All new materials shall be utilized in the construction of this project.

*Piezoelectric Sensor includes eight Class I (6') sensors. Note that the sensors should be ordered with 100-foot lead-ins unless the site requires longer lead-in lengths. (up to 500' available).

ESTIMATE OF QUANTITIES

CODE	DESCRIPTION	UNIT	QUANTITY
4793	Conduit 1-1/4 inch	EACH L F	64
4820	Trenching And Backfilling	LINEAR FEET	50
4830	Loop Wire	LINEAR FEET	1336
4895	Loop Saw Slot And Fill	LINEAR FEET	362
20468EC	10x8x4 junction box	EACH	2
4829	Piezoelectric Sensor	EACH	8

Contractor is responsible for the above materials listing. Specifications on materials and installation instructions for loops are found in the Special Notes for Installation of Traffic Counting Inductance Loops and Axle Sensors.

Rev.7/07

DIVISION OF PLANNING

SPECIAL NOTES FOR INSTALLATION OF TRAFFIC COUNTING INDUCTANCE LOOPS AND AXLE SENSORS

I. DESCRIPTION

Except as specified in these notes, perform all work according to the Department's 2004 Standard Specifications, applicable Special Provisions and Special Notes, Sepia and Standard Drawings, and the drawings elsewhere in this proposal. Article references are to the Standard Specifications.

Furnish all materials, labor, equipment, and incidentals for the following work: (1) Maintain and control traffic; (2) install inductive loops; and (3) all other work required by the Specifications, Standard Drawings, Special Notes and the drawings in the proposal. The details of the project will be supplied in addition to these Special Notes.

II. MATERIALS

The Department will sample and test all materials according to Department's Sampling Manual. Have all materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in these notes. All materials shall be approved prior to being utilized. The Contractor shall submit for approval five (5) copies of descriptive literature, drawings, and any requested design data for the materials he proposes to use. No substitutions for approved materials will be made without the written approval of the Engineer.

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

B. Junction Box Type 6 in. x 6 in. x 4 in. The junction box shall have minimum inside dimensions of at least 6 inches high by 6 inches wide by 4 inches deep, made of a UV stabilized nonmetallic material (plastic) or non-rusting metal, and be weatherproof (NEMA 4X enclosure). It shall have a removable replaceable door with a continuous durable weatherproof gasket between the body and overhanging door to ensure a watertight seal. The door shall be hinged with stainless steel screws, hinge(s) and pin(s). The door shall also have a stainless steel padlockable latch on the side opposite the hinge(s). An approved enclosure is the Hubbell-Wiegmann model VJ606HWPL1.

C. Junction Box Type 10 in. x 8 in. x 4 in. The junction box shall have minimum inside dimensions of at least 10 inches high by 8 inches wide by 4.6 inches deep, made of a UV stabilized nonmetallic material (plastic) or non-rusting metal, and be weatherproof (NEMA 4X enclosure). It shall have a removable replaceable door with a continuous durable weatherproof gasket between the body and overhanging door to ensure a watertight seal. The door shall be hinged with stainless steel screws, hinge(s) and pin(s). The door shall also

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have a stainless steel padlockable latch on the side opposite the hinge(s). An approved enclosure is the Hubbell-Wiegmann model VJ1008HWPL1.

D. Junction Box Type A. The junction box Type A shall be constructed of a fiberglass reinforced polymer concrete, Quazite PC Style, or approved equal. It shall have nominal inside dimensions of 13 inches wide by 24 inches long by 18 inches deep with an open bottom. The removable cover shall be attached with a minimum of two 3/8-inch stainless steel hex bolts and washers.

E. Junction Box Type B. The junction box Type B shall be constructed of a fiberglass reinforced polymer concrete, Quazite PC Style, or approved equal. It shall have nominal inside dimensions of 11 inches wide by 18 inches long by 12 inches deep with an open bottom. The removable cover shall be attached with a minimum of two 3/8-inch stainless steel hex bolts and washers.

F. Junction Box Type C. The junction box Type C shall be constructed of a fiberglass reinforced polymer concrete, Quazite PC Style, or approved equal. It shall have nominal inside dimensions of 24 inches wide by 36 inches long by 30 inches deep with an open bottom. The removable cover shall be attached with a minimum of two 3/8-inch stainless steel hex bolts and washers.

G. Cabinet Type G. A controller cabinet Type G shall be constructed of type 5052-H32 sheet aluminum with a minimum thickness of 0.125 inches. The cabinet shall meet or exceed the industry standards set forth by the UL 50 and the National Electrical Manufacturer's Association (NEMA) 3R. The cabinet shall have a dimension of 41 inches high by 25 inches wide by 16 inches deep. The cabinet shall include kits for a back panel and two shelves. The cabinet shall be designed with a sloped top to prevent the accumulation of water on its top surface. The single door opening shall be double flanged on all four sides, hinged on the right side, equipped with a three-point latching mechanism, and include a door restraint. The door shall be equipped with a Corbin tumbler #2 lock. The cabinet shall be equipped with two adjustable "C" mounting channels on both side and back walls to allow for versatile positioning of shelves. Manufacturer's shop drawings shall be submitted demonstrating details of equipment housing and installation. If electrical service is specified, a 120-volt GFCI AC duplex receptacle shall be provided in the cabinet.

An approved source is provided below. Other approved equal cabinets may be furnished if approved by a representative of the Central Office, Division of Planning. To be considered approved equal, the cabinet shall meet the above requirements and match the specified detailed dimensions.

Econolite Control Products.
P.O. Box 6150
3360 E. La Palma
Anaheim, California 92806-2856

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H. Galvanized Steel Cabinet. The cabinet shall be a hinged cover NEMA Type 3R medium enclosure, constructed of 16 or 14 gauge galvanized steel, and have inside dimensions of 20 inches high by 20 inches wide by 8 inches deep. This shall be the standard size that contractors shall place their bids on. The cabinet shall meet the industry standards set forth by the Underwriters Laboratories Inc. (UL) 50 and the National Electrical Manufacturers Association (NEMA). The finish shall consist of an American National Standards Institute (ANSI) 61 gray polyester powder finish inside and out over the galvanized steel. The cabinet shall have the following features:

- Drip shield top and seam-free sides, front, and back, to provide protection in outdoor installations against rain, sleet, and snow.
- 16 gauge galvanized steel continuous stainless steel pin.
- Cover fastened securely with captive plated steel screws.
- Hasp and staple provided for padlocking.
- No gaskets or knockouts.
- Back plate mounted inside the cabinet for terminal strip installation.

An approved source is provided below. Other approved equal cabinets may be furnished if approved by a representative of the Central Office, Division of Planning. To be considered approved equal, the cabinet shall meet the above requirements and match the specified detailed dimensions.

Hoffman Engineering Co.
World Headquarters
900 Ehlen Drive
Anoka, Minnesota 55303-7504

I. Wood Post. The wood post shall be 4 inches by 4 inches by 8 feet long, and is pretreated to conform to the American Wood Preservers' Association (AWPA) C-14. All wood posts shall be sawed on all four sides, having both ends square, and conform to the dimensions specified. The wood post is described in detail in Section 820.01 of the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, 2004 edition.

J. Conduit. Conduit shall be rigid steel waterproofed conduit unless otherwise specified. All conduits shall be galvanized inside and out and shall conform to the Underwriters' Laboratories (UL) requirements for rigid metallic conduit. IMC will not be accepted. Furnish all conduit fittings, bodies, boxes, joints, couplings and mounting hardware.

K. Loop Wire. All loop wire shall be plainly marked in accordance with the provisions of the current editions of the National Electric Code (NEC). The wire shall be 14-gauge single conductor, insulated in polyethylene (PE) with a 0.004-inch thick nylon coating, and enclosed in a 0.030-inch thick PE tube jacket. The wire shall meet the requirements of the International Municipal Signal Association (IMSA) Specification No. 51-7- latest edition. Any other wire shall be of appropriate size and type per the NEC and Section

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834.01 Wiring of the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, 2004 edition.

L. Cable No. 14/1 Pair. Cable No. 14/1 pair or loop lead-in cable shall be 14 AWG, stranded, paired conductors, electrically shielded and shall conform to IMSA 19-2. All cable shall be plainly marked in accordance with the provisions of the National Electric Code.

M. Traffic Loop Encapsulant. The traffic loop encapsulant shall consist of a one-part polyurethane as described in Section 835.06 of the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction, 2004 edition.

N. Seeding and Protection. Use seed mixture No. I per Section 212-Erosion Control of the Department's 2004 Standard Specifications for Road and Bridge Construction book.

O. Electrical Service. The contractor shall initiate a work order for the installation of electrical service to the power site. A representative from the Division of Planning and the local utility company shall be consulted prior to choosing an exact location for the pole. The contractor shall be responsible for clearing the right-of-way for the electrical service drop. The electrical service shall be a minimum 60-ampere, which is capable of supplying 120 volts or 240 volts to the electronics. The installation and materials specified in the construction notes below, shall be made incidental to the bid item established for electrical service. A 120-volt GFCI AC duplex receptacle shall be provided in the cabinet. Contractor is responsible for correct size and type of wire. Contractor is responsible for obtaining any and all electrical inspections, memberships, meter base and any other requirements by the utilities serving the installation and pays all fees required.

P. Piezoelectric Sensors. The sensor shall consist of a metal strip 0.260" wide x 0.063" thick; ± 0.005 " and be furnished in the specified lengths. The sensor shall include a 100-foot electrical coax-cable connected to one end. The coax-cable shall be RG 58 type with an underground/direct burial rated outer jacket. The OD of the cable is 0.187". The nominal capacitance of the cable is 27 pF/ft. Piezo lead-in cables are to be run splice free to their cabinets. Many installations exceed the 100-foot length so the piezo should be ordered with a lead-in of appropriate length. Standard lead-ins can be ordered from 100 to 500 feet in 50-foot increments. The manufacturer should be contacted regarding longer distances.

- 1. Piezoelectric Sensor: Roadtrax BL Class I or Approved Equal.** Furnish Class I Piezoelectric Sensor to be used to collect truck weigh-in-motion data. Class I sensors are typically furnished in 6- or 11-foot lengths. See Notes and Estimate of Quantities for sensor type and length. One installation bracket for every 6 inches of sensor length shall also be supplied.

The vendors listed below are known distributors of the Roadtrax BL Class I sensors. Other approved equal sensors may be furnished if approved by a representative of the

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Central Office, Division of Planning. To be considered approved equal, the sensors shall meet the above requirements and match the specified detailed dimensions.

DIA-L Associates
P. 3302 Aquia Drive
Stafford, VA 22554

Measurement Specialties, Inc.
80 Little Falls Road
Fairfield, NJ 07004

International Road Dynamics, Inc.
702 43rd Street East
Saskatoon, Saskatchewan
Canada, S7K3T9

Grout material shall display fast cure times; tack free in 10 minutes and open to traffic in 40 minutes with full cure within an hour. Material shall have excellent adhesion to concrete and asphalt. It should display excellent chemical resistance, water insensitivity, and thermal stability at high and low temperatures. Ample encapsulation material shall be supplied for each sensor for its proper installation. Approved encapsulation material by the piezo manufacturer includes AS475 Axle Sensor Grout or approved equal. This is a durable two-part resin-based grout suitable for asphalt and concrete applications having the following typical physical properties:

Compressive Strength (psi)	ASTM D638	5000 min.
Water Absorbtion	ASTM D570	0.3% max
Wear Resistance	ASTM D4060	CS10 wheel, 1000 gm load 1000 cycles, 186 mg loss

The vendors listed below are known distributors of the approved grout.

DIA-L Associates
P. 3302 Aquia Drive
Stafford, VA 22554
(540) 659-2264

Measurement Specialties, Inc.
80 Little Falls Road
Fairfield, NJ 07004

PAT Traffic Control Corporation
1665 Orchard Drive
Chambersburg, PA 17201

International Road Dynamics, Inc.
702 43rd Street East
Saskatoon, Saskatchewan
Canada, S7K3T9

III. CONSTRUCTION METHODS

The plans indicate the extent and general arrangement of the installation and are for general guidance. When the contractor deems any modifications of the plans or specifications necessary, details of such changes and the reasons shall be submitted in writing to the Resident Engineer for written approval prior to begin the modified work.

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Once the project has been let and awarded, the Division of Construction shall notify the Division of Planning of the scheduled date for a Pre-Construction meeting so that prior arrangements can be made to attend. This will allow the Division of Planning an opportunity to address their concerns and answer any questions that the contractor may have before beginning the work. Planning shall also be notified two weeks before work pertaining to these specifications begins to ensure their personnel are present during sensor installation and once the work has been completed so that their representative can perform a final inspection. The Division of Construction then reviews Planning's final inspection report and determine whether the work is in compliance with the specifications before awarding payment to the contractor.

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

B. Junction Box Type 6" x 6" x 4" or 10" x 8" x 4" (as noted). The contractor shall stub the rigid steel conduit to the junction box so the bottom of the box is approximately 18" above the ground. The junction box shall be located at or beyond the shoulder and mounted on the side of a post approximately 3 feet beyond the guardrail post using banding material or other appropriate mounting hardware with the hinge side up. See Figures 2a and 2b for additional details. Leave approximately 18" of slack lead-in wire coiled inside the junction box. Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

C. Junction Box Type A (or B or C). Install the Junction Box Type A near the edge of pavement and flush with the ground level (see Figure 3). Place roughly 18 inches of No. 57 aggregate underneath the junction box Type B to allow drainage. Extend the loop lead-in wires splice-free to the cabinet. Run the wire from the junction box Type A through the conduit at a minimum depth of 6 inches. Stub the conduit up into the junction box Type A from its base to accommodate the lead-in wires. Leave at least 2 feet of slack lead-in wire coiled inside the junction box Type A. The conduit fittings, backfilling, and aggregate shall be incidental to the junction box Type A. Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

D. Cabinet Type G. Locate the cabinet sufficiently beyond the roadside by determining the minimum clear zones in accordance with the "Roadside Design Guide". Place a concrete foundation of appropriate size for mounting the cabinet. The cabinet shall be mounted on the concrete base such that the bottom of the cabinet is 27" above the ground. The door of the cabinet shall open away from traffic. Fasten the cabinet to the foundation using anchor rods and caulk the gap between the cabinet and the base. Stub rigid conduit up into the cabinet from its base. Install an extra 1 1/4" conduit to be stubbed out in the bottom of the cabinet and run out 2 feet from the concrete base and plugged with duct seal or taped shut with electrical tape toward the roadway for future use. An 8' copper clad ground rod shall be driven into the soil and bonded to the rigid conduit via #4 solid copper wire and ran through the concrete and up into the cabinet. A 3/4" rigid steel conduit shall be stubbed up into the cabinet and run 2 feet up the electrical service pole

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and terminated to a $\frac{3}{4}$ " weatherhead. This conduit shall be run in the same ditch as the electrical service. If electrical service is not provided as an item in the contract, the $\frac{3}{4}$ " rigid steel conduit shall be run out 2 feet from the concrete base and plugged with plumbers putty or taped shut with electrical tape. The location of the plugged end shall be marked with a wooden stake and labeled " $\frac{3}{4}$ in. conduit end" (see Figure 8). A 120-volt, 20-amp GFCI AC duplex receptacle shall be provided in the cabinet.

Leave at least 5 feet of slack lead-in wire in the cabinet. Include the following major items as incidental to the cost of the cabinet: concrete foundation, anchor rods, ground rod, #4 solid copper wire, bonding clamps, and caulking. The Division of Planning will supply additional harnesses and do final connections inside the cabinet. Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

E. Install Base Mount Enclosure. Locate the cabinet sufficiently beyond the roadside by determining the minimum clear zones in accordance with the "Roadside Design Guide". For this project, a base mount Model 170 Controller Cabinet, without anchor bolts, will be State-furnished. The contractor shall construct each cabinet foundation as shown on the plans per the attached Figures 9a and 9b, "Base Mounted 170 Cabinet Detail", (including furnishing and installing anchor bolts). Contractor shall install the cabinet on the concrete base such that the doors of the cabinet open away from traffic (hinges are away from traffic), and shall make all field wiring connections to the sensors, electrical and telephone services (as applicable). Fasten the cabinet to the foundation using anchor rods and caulk the gap between the cabinet and the base. Stub rigid conduit up into the cabinet from its base. Install an extra 1 $\frac{1}{4}$ " conduit to be stubbed out in the bottom of the cabinet and run out 2 feet from the concrete base and plugged with duct seal or taped shut with electrical tape toward the roadway for future use. An 8' copper clad ground rod shall be driven into the soil and bonded to the rigid conduit via #4 solid copper wire and ran through the concrete and up into the cabinet. Two 1" rigid steel conduits shall be stubbed up into the cabinet, one for electrical service and one for telephone service (whether installed at this time or in the future). They shall be run a minimum of 2 feet up the electrical service pole and/or telephone source and terminated to 1" weatherheads. These conduits shall be run in the same ditch if possible. If electrical service is not provided as an item in the contract, the 1" rigid steel conduit shall be run out 2 feet from the concrete base and plugged with plumbers putty or taped shut with electrical tape. The location of the plugged end shall be marked with a wooden stake and labeled "1 in. conduit end". A 120-volt, 20-amp GFCI AC duplex receptacle shall be provided in the cabinet.

Leave at least 6 feet of slack sensor lead-in wire in the cabinet. Include the following major items as incidental to the cost of this bid item: concrete foundation, anchor rods and associated hardware, ground rod, #4 solid copper wire, bonding clamps, caulking, electrical material and connections (if applicable). The Division of Planning will supply the cabinet, additional harnesses and do final sensor connections inside the cabinet. Permanent identification numbers shall be affixed to all wires in each junction box and

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cabinet in order to distinguish between the loops and/or other sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

F. Galvanized Steel Cabinet. The contractor shall determine the amount of clearance required from the road to the cabinet for each specific station location. The "Roadside Design Guide", developed by the American Association of State Highway Officials (AASHTO), shall be used as a tool to determine roadside safety based on design and speed limit. The contractor and Planning shall discuss and resolve any conflicts in the Pre-Construction meeting that might arise from following the station descriptions of the Location Table.

Use terminal strips on the back plate with a minimum of eight terminals each and 7/16-inch spacing (center to center) to mount inside the cabinet in order to connect the lead-in wires to the cable assemblies. Use screw type terminal strips to accommodate wire with spade-tongue ends. Allow for at least 20 inches of slack lead-in wire in the cabinet before connecting them to the terminal strip. Wires connected to the terminal strips shall have insulated, solderless, spade tongue terminals of correct wire and stud size. Wires shall be labeled correctly. See Location Drawing and Wiring Table.

Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing for sensor numbers to be placed on all lead-ins.

G. Wood Post. Set the treated-wood post 3 feet below the ground and place the backfill material in the hole, compacting until flush with the existing earth. Mount the cabinet to the post using ¼" x 2 ½" galvanized lag bolts at the top and bottom of the cabinet. The base of the cabinet shall be 4 feet above ground level. Stub the rigid steel conduit up into the base of the cabinet. Affix the conduit to the post using two conduit straps, a maximum of 18" on-center, and ¼" x 2 ½" galvanized lag bolts. Cabinet door shall open facing away from traffic (see Figure 7).

H. Conduit. Rigid steel waterproofed conduit encasement shall be provided for all conductors where conductors run to a junction box or cabinet. All conduit installations shall conform to the provisions of the NEC, except where directed otherwise. Bonded slip joints will be permitted for joining rigid conduit to the junction box or cabinet. Where a standard coupling cannot be used, an approved threaded union coupling shall be used.

All conduit ends shall be reamed to remove burrs and sharp edges. Damaged portions of the galvanized surfaces and untreated threads resulting from field cuts shall be painted with a rust inhibitive paint. Conduit bends shall have a radius of no less than 12 times the nominal diameter of the conduit, unless otherwise shown on the plans.

Conduit that will be subject to regular pressure from traffic shall be laid to a minimum depth of 24 inches below grade. Conduit that will not be subject to regular pressure from traffic shall be laid to a minimum depth of 6 inches below grade. All conduit openings

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shall be waterproofed with a flexible, removable sealant, including those ending in junction boxes and cabinets. This shall be accomplished using duct seal, or plumber's putty, by working it around the wires and then extending it 1 inch into the end of the conduit. After the conduit has been installed and before the backfilling is started, the conduit installation shall be inspected and approved by the Engineer. In backfilling trenches, the backfill material shall be placed and compacted in lifts of 9 inches or less. Any area disturbed as a result of the contractor's operations shall be restored to the satisfaction of the Engineer.

I. Wiring. All wiring shall conform to the provisions of the NEC unless otherwise shown on the plans. Permanent identification numbers shall be affixed to all wires in each junction box and cabinet in order to distinguish between the loops and/or sensors. See Location Drawing Figure 1 for sensor numbers to be placed on all lead-ins. All wiring shall be taken to a cabinet or junction box. Leave at least 2 feet of "slack" lead-in wire inside each Type B junction box and steel cabinet, a minimum of 4 feet of wire inside the Type G cabinet and a minimum of 6 feet of wire inside the base mounted Type 170 cabinet.

J. Splicing. Sensor lead-in cable lengths for each sensor shall allow sufficient but not excessive slack for splicing connections. All splices shall conform to the provisions of the NEC unless otherwise shown on the plans. Loop lead-in wire splices to shielded pair cables shall be twisted and soldered. Other splices shall be twisted and soldered or made with mechanical connectors of a type approved by the Engineer. Splices for loop wire shall be protected by either heat shrink tubing or a double spiral wrapping of vinyl electrical tape. For splicing home-run coax cable to the sensor's lead-in cable, the same coax cable, supplied by the manufacturer, shall be used. For coax-cable splices, the contractor shall provide kits (3M Scotchcast 3832 Buried Service Wire Encapsulation Kit or equal) to protect them. All splices are to be made in junction boxes unless approved by a representative of the Division of Planning.

K. Loops. A location table is furnished in the Supplemental Notes, along with an estimate of quantities, to display the approximate location for loop installation in the existing pavement. The contractor and a representative of Planning will verify the precise location on site. The contractor shall be careful to avoid expansion joints and pavement sections where potholes, cracks, or any other roadway flaws exist. This will not only facilitate installation of the equipment, but also will increase the accuracy and service life span of the sensors.

There shall be a minimum of 6 feet between loops in adjacent lanes for 12-foot wide lanes. Unless indicated otherwise, loops in the same lane shall be spaced 16 feet from leading edge to leading edge (see Figure 6). All loop dimensions shall be 6 feet by 6 feet square unless otherwise indicated by the Location Drawing. Center and mark each loop in the lane such that its sides are parallel and perpendicular to the direction of traffic. Make the saw-cut for the loop 1/4-inch wide and at a depth such that the top loop wire is a minimum of 1 inch below the surface of rigid (PCC/Concrete) pavement or 3 inches

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below the surface of asphalt pavement. Drill a 1.5" hole at all four corners of the loop to prevent sharp bends in the wire (see Figure 4).

Make the saw-cut for the home run slot 1/4 inch wide. Since it may contain several lead-in wires, the depth should be such that the top lead-in wire is a minimum of 1 inch below the surface of rigid (concrete) pavement or 3 inches below the surface of bituminous (asphalt) pavement. Depending on the number of road sensors at a particular site, the home run slot will gradually need to be cut deeper as you approach the shoulder in order to maintain the minimum depth for the top lead-in wire and directly enter the buried conduit (6 inch depth).

Clean the mud, debris, water, and loose particles from the slot, roadway and surrounding areas. A high-pressure washer shall be used to wash the area followed by clean (oil free) compressed air.

Measure out the appropriate length of loop lead-in wire to allow slack in the final cabinet or junction box. Insert the loop wire into the loop slot for four rotations (see Figure 5). Push the wire in with a wooden stick, such as a paint stir stick or other blunt wooden object. If the wire insulation is broken, apply heat shrink tubing or a double wrapping of vinyl electrical tape to protect from corrosion. Extend the loop lead-in wire splice-free to the junction box or cabinet. Exceptions to this shall be considered on a case-by-case basis and must be approved by the Engineer. If splices cannot be avoided, every effort shall be made to locate them in a junction box. If loop lead-in cable (Cable No. 14/1 Pair) is specified, loop wires shall be twisted and run to the nearest type Junction Box and the wires twisted and soldered to the lead-in cable. The lead-in cable shall then be run splice free to the cabinet ensuring that extra cable is left in each subsequent junction box that it may be run through as well as the cabinet. All wires and cables shall be labeled in each junction box and cabinet.

Twist each pair of loop lead-in wires, exclusive of shielded coax-cable, with three to five turns per foot before placement into the conduit, junction box, and cabinet. Do not twist different pairs of loop wire together. Once the loop wire is installed in the roadway, apply loop encapsulant by allowing the material to flow slowly into the saw-cut and settle until level with the road surface. Every attempt should be made to alleviate air pockets and low spaces should be refilled. Any excess loop encapsulant shall be cleaned from the roadway via squeegee, etc. to help alleviate tracking. The loop encapsulant shall be incidental to the bid item "Loop Saw Slot and Fill".

Loops shall be cut in the surface asphalt course. They shall not be installed between the intermediate and surface courses, unless approved by the Central Office, Division of Planning Equipment Branch.

All loop inductance readings shall be between 100 and 300 microhenries. The loop inductance between two loops in the same lane shall be within 20 microhenries of each other. Inductance loop conductors shall test free of shorts and unauthorized grounds. Upon completion of the project, all loops must pass an insulation resistance test of at least

Inductance Loop and Piezoelectric Axle Sensor Installation

Page 11 of 17

100 million ohms to ground when tested with a 500 Volt direct current potential in a reasonably dry atmosphere between conductors and ground.

L. Electrical Service. A treated-wood service pole, per Section 820 of the Department's 2004 Standard Specifications, with a 20-foot minimum length and a 6- to 12-inch diameter, or approved equal, is to be furnished by the Contractor. Install the electrical service pole adjacent to the cabinet at a depth of at least 4 feet while maintaining a 12-foot minimum clearance for the electrical service drop. Compact the backfill material to support the electrical service drop without leaning. Install an appropriate pole support guy wire and anchor if necessary. Install rigid conduit up the length of the pole with three separate insulated conductors (No. 4 copper wire) in the conduit and a weatherhead at the top.

Space the conduit straps 30 inches apart and leave 24 inches of cable for the drip loop. Install a meter-base and a disconnect panel with a 20-ampere circuit breaker inside. A 120-volt, 20-amp GFCI AC duplex receptacle shall be provided in the cabinet. A manufactured weatherproof hub connector is required to connect the meter-base to the disconnect panel. Do not use service entrance cable inside the conduit. The conduit from the disconnect panel is required to be at a depth of 6 inches below grade. Install a 5/8-inch by 8-foot ground rod below the finished grade. Extend the ground wire through a separate hole in the disconnect panel and clamp to the ground rod. Install a 1" rigid conduit to 2 feet above ground level and install a weatherhead at the top opening. This conduit shall be run to and stubbed up into the Cabinet. The conduit shall be attached to the pole at a minimum of 2" from ground level and 2" from the weatherhead.

M. Piezoelectric Sensor, Roadtrax BL Class I or Approved Equal. Determine where on the roadway the piezoelectric sensor will be installed. Roadway ruts shall not be in excess of 1/2 inch under a 4-foot straight edge. Install the piezoelectric sensor perpendicular to traffic. Locate the sensor in the lane as shown on the site detail sheet. Eleven-foot length sensors should be centered in the lane. The following is a typical step by step procedure for the installation of a piezoelectric sensor. Refer specifically to the manufacturer's current instructions provided with the sensor prior to installation.

1. Carefully mark the slot to be cut, perpendicular to the flow of traffic. Ensure that the sensors are properly positioned in the lane.
2. It is strongly recommended that a 3/4" wide diamond blade be used for cutting the slot, or that blades be ganged together to get a single 3/4 inch wide cut. The slot shall be wet cut to minimize damage to the road.
3. Cut a slot 3/4 inch wide ($\pm 1/16$ ") by 1" minimum deep. The slot should be 8" longer than the sensor (including the lead attachment). Drop the saw blade an extra 1/2" down on both ends of the sensor. The lead out should be centered on the slot.
4. Cut the home-run slot for the coax-cable 1/4-inch wide and at a depth so that the cable is a minimum of 1 inch below the road surface in rigid pavement (concrete) or 3 inches below the road surface in bituminous (asphalt) pavement.
5. Sweep and wash out all debris left in the slot and ensure it is clean and dry.

Inductance Loop and Piezoelectric Axle Sensor Installation

Page 12 of 17

6. Use high pressure water, or water and oil-free compressed air to clean ALL foreign and loose matter out of the slot and within 1 foot on all sides of the slot.
7. Totally remove excess water and debris from roadway and shoulder area. Debris should be disposed of properly.
8. Carefully dry the slot, and within 1 foot on all sides of the slot, using oil-free forced air, torpedo heaters, electric heaters, or natural evaporation, depending on weather conditions. Be very careful not to burn the asphalt if heat is used.
9. Place a strip of duct tape on the pavement along the length of both sides of the sensor slot. Place the 2-4" wide duct tape 1/8" away from the slot.
10. Remove BL sensor from the box. Visually inspect each sensor to ensure it is straight without any twists or curls. Check lead attachment and passive cable for cuts, gaps, cracks and/or bare wire. Verify the correct sensor (type and length) is being installed by checking the data sheet. Verify there is sufficient cable to reach the cabinet.
11. Test the sensor for Capacitance, Dissipation Factor and Resistance, according to the directions enclosed with the sensor. Capacitance and dissipation should be within $\pm 20\%$ of the enclosed data sheet. Resistance (using the 20M setting) should be infinite. Record the sensor serial number and the test results. This information should be stored in the counter cabinet and/or returned to KYTC Planning personnel.
12. Lay the sensor on the tape next to the slot. Ensure that the sensor is straight and flat. Ensure that you are wearing clean protective latex (or equivalent) gloves at all times when handling sensors.
13. Clean sensor with steel wool or emery pad. Wipe down with alcohol and clean lint-free cloth.
14. Place the installation bracket clips on the sensor, about every 6" for the length of the sensor.
15. Bend the end of the sensor downward at a 30° angle. Bend the lead attachment end down at a 15° angle and then 15° back up until level (forming a lazy Z)
16. Place the sensor in the slot, with the brass element 3/8" below the road surface along the entire length. The end of the sensor should be at least 2" from the end of the slot and the tip should not touch the bottom of the slot. The top of the plastic installation bracket clips should be 1/8" below the surface of the road. The lead attachment should also not touch the bottom or sides of the slot. Ensure the ends of the sensors are pushed down sufficiently per the manufacturer's instructions.
17. Visually inspect the length of the sensor to ensure it is at uniform depth along its length and it is level (not twisted, canted or bent).
18. Block off the ends of the slot using plumbers putty. Ensure that there are adequate "dams" at both ends so that the encapsulation material does not flow out. On the passive cable end, the dam should be about 3-5" past the end of the lead attachment area.
19. The encapsulation material should be placed full depth, overfilled, and allowed to cure 10 minutes before shaving level with the surface. Ensure it fills around and underneath the sensor completely and there is not a trough on top.
20. Remove the tape on the sides of the sensor as soon as the adhesive starts to cure.
21. Carefully remove all the plumbers putty from ends of the sensor.

Inductance Loop and Piezoelectric Axle Sensor Installation

Page 13 of 17

22. Route the lead in cable through the slot cut for it, and cover with approved loop sealant.
23. After the encapsulant has hardened, grind the top of the installation using an angle grinder. The profile should be flush with the road surface or with a slight, 1/16" mound. There shall be no concave portion to the mound.
24. Clean up the site. Sealant curing time varies with temperature and humidity. Contractor shall ensure that the complete curing of the encapsulation material has taken place prior to subjecting the sensors to traffic.

After the installation is complete, the minimum output voltages of each piezoelectric sensor shall meet the following: 1.5 Volts (peak) for a 10,000 pound axle and 200 millivolts (peak) for a car axle. The piezoelectric sensor lead-in cable is part of the sensor and can be ordered in different lengths (100' standard). Piezoelectric sensor lead-in cable shall not be spliced.

N. Cleanup and Restoration. The contractor will be responsible for all damage to public and/or private property resulting from his work. Upon completion of the work, restore all disturbed highway features in like kind design and materials. This includes any filling of ruts and leveling ground appropriately. Clean the site and dispose of all waste and debris off the right-of-way at sites obtained by the contractor at no additional cost to the Department. Sow all disturbed earthen areas with Seed Mixture No. I per Section 212.03.03 Permanent Seeding and Protection of the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, 2004 edition.

O. On-Site Inspection. Each contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize themselves with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.

P. Property Damage. The contractor will be responsible for all damage to public and/or private property resulting from his work.

Q. Caution. Information shown on the plans and in this proposal and the types and quantities of work listed 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 own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown.

R. Utility Clearance. It is not anticipated that 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.

Inductance Loop and Piezoelectric Axle Sensor Installation
Page 14 of 17

S. Site Inspections. All sensors are to be tested by a member of the Central Office Division of Planning equipment staff after the installation is complete to verify that the station is operating properly. Tests shall demonstrate that the system operates in accordance with the plans and specifications. Inductance loop conductors shall test free of shorts and unauthorized grounds and shall have an insulating resistance of at least 100 megohms when tested with a 500 volt direct current potential in a reasonably dry atmosphere between conductors and ground. If the sensors do not meet the specifications and/or KYTC's traffic recording equipment does not perform properly because of an improperly functioning sensor, the contractor shall be responsible for the replacement of the faulty sensor(s), as soon as practicable at their total cost.

Inductance Loop and Piezoelectric Axle Sensor Installation
Page 15 of 17

IV. BID NOTES AND METHOD OF MEASUREMENT FOR PAYMENT

Only the bid items listed will be measured for payment. All other items required to complete the vehicle detection installation shall be incidental to the other items of work. Payment at the contract unit price shall be full compensation for all materials, labor, equipment and incidentals to furnish and install these items.

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

B. Junction Box Type 6" x 6" x 4" (or Type 10" x 8" x 4" if noted). Each type junction box shall include furnishing and installing specified junction box in accordance with the specifications. This item includes connectors, splice sleeves, conduit fittings, mounting materials and any other items required to complete this part of the installation. Incidental to this item is furnishing and installing any specified post (wood, channel, metal, etc.) as required for the installation.

C. Junction Box Type A (B or C). Each type junction box shall include furnishing and installing specified junction box in accordance with the specifications. This item includes concrete (if required), #57 aggregate, conduit fittings and backfilling around the unit.

D. Cabinet Type G (NEMA-3R). Cabinet (each) shall include furnishing and installing a Type G cabinet as specified. This item shall include constructing the concrete base or mounting cabinet to pole, installation of duplex receptacle and connection of all detectors (where applicable). Incidental to this item shall be furnishing, installing electrical service conductors, conduits, fused cutout, ground rods, all internal shelving, brackets, any necessary pole mounting hardware and electrical inspection fees.

E. Install Base Mount Enclosure. Install base mount enclosure (each) shall include installing a State-furnished cabinet or enclosure as specified. This item shall include all materials and labor for constructing the concrete base (or, if specified, mounting cabinet to pole), installation of the cabinet, duplex receptacle and connection of all detectors (where applicable). Incidental to this item shall be furnishing, installing electrical service conductors, conduits, fused cutout, ground rods, telephone service conduits from the cabinet to the telephone company disconnect box, all internal shelving, brackets, anchor bolts, any necessary pole mounting hardware and electrical inspection fees if applicable.

F. Galvanized Steel Cabinet. Cabinet (each) shall include furnishing and installing a galvanized steel cabinet and post(s) as specified on the drawing. This item shall include mounting the cabinet to post and the connection of all detectors. Incidental to this item shall be furnishing and installing conductors, conduit, ground rods, any necessary pole mounting hardware and any electrical inspection fees.

G. Wood Post. Wood post (each) shall include furnishing and installing a wood post as specified. This item includes excavation, concrete (if required), and backfilling around the unit.

Inductance Loop and Piezoelectric Axle Sensor Installation

Page 16 of 17

H. Conduit. Conduit shall include furnishing and installing specified conduit in accordance with specifications. This item includes conduit fittings, bodies, boxes, expansion joints, couplings, duct seal, bonding straps and any other necessary hardware. Conduit will be measured in linear feet.

I. Wire (or Cable). Wire or cable shall include furnishing and installing specified wire or cable within conduit, saw slot, or overhead as indicated on the detail sheets. This can include, but is not limited to: loop wire, Cable No. 14/1 Pair, etc. Incidental to this item shall be the labeling of all wires and cables in each junction box, cabinet and splice box; furnishing and installing of splice boots, cable rings or other hardware required for installing cable. Loop wire and cable will be measured in linear feet.

J. Loop Saw Slot and Fill. Loop saw slot and fill shall include sawing, cleaning and filling saw slots for induction loops, lead-in wires, etc. with loop sealant or specified approved material. Sawing and filling slot for wire will be measured in linear feet.

K. Trenching and Backfilling. Trenching and backfilling shall include excavation, backfilling, temporary erosion control, seeding, protection and restoration of disturbed areas to original condition. This item includes concrete, asphalt or approved replacement material for sidewalks, curbs, roadways, etc. (if required). Trenching and backfilling will be measured in linear feet.

L. Electrical Service. Electrical services shall include all related work, labor, materials (e.g. meter, straps, conduit, fittings, wire, etc.) and fees towards furnishing and installing an electrical service, which has passed all required inspections. This will be measured in individual units each.

M. Telephone Service. Telephone services shall include all related work, labor, materials (e.g. meter, straps, conduit, fittings, wire, etc.) and fees towards furnishing and installing a telephone service, which has passed all required inspections. This will be measured in individual units each.

N. Piezoelectric Sensor or Approved Equal. Piezoelectric sensor (each) shall include furnishing and installing a Class I Piezoelectric Sensor in accordance with the specifications. Lead-in wire, splice kits, encapsulation material, grout, testing, and accessories shall be incidental to this bid item.

REFERENCES

1. Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction, ~~2004~~ ^{Current} edition, and Supplemental Specifications.

2. National Electrical Code (NEC), latest edition.

3. International Municipal Signal Association (IMSA) Specification No. 51-7- latest edition.

4. FHWA Manual of Uniform Traffic Control Devices, latest edition.

5. "Roadside Design Guide", developed in 1996 by the American Association of State Highway and Transportation Officials (AASHTO).

6. Kentucky Department of Highways Standard Drawings, current editions, as applicable:

TTC-115	Lane Closure Case II
TTC-135	Shoulder Closure
TTD-100	Miscellaneous Traffic Control Devices (sheet 1)
TTD-105	Miscellaneous Traffic Control Devices (sheet 2)
TTD-110	Post Splicing Detail
TTD-115	Flashing Arrow

7. Kentucky Department of Highways Sepia Drawings:

Silt Fence

Updated: April 11, 2006

DIVISION OF PLANNING

**STANDARD DETAILS FOR INSTALLATION
OF TRAFFIC COUNTING INDUCTANCE
LOOPS AND AXLE SENSORS**

DRAWINGS ARE NOT TO SCALE

02/27/06

Rev. 5/06

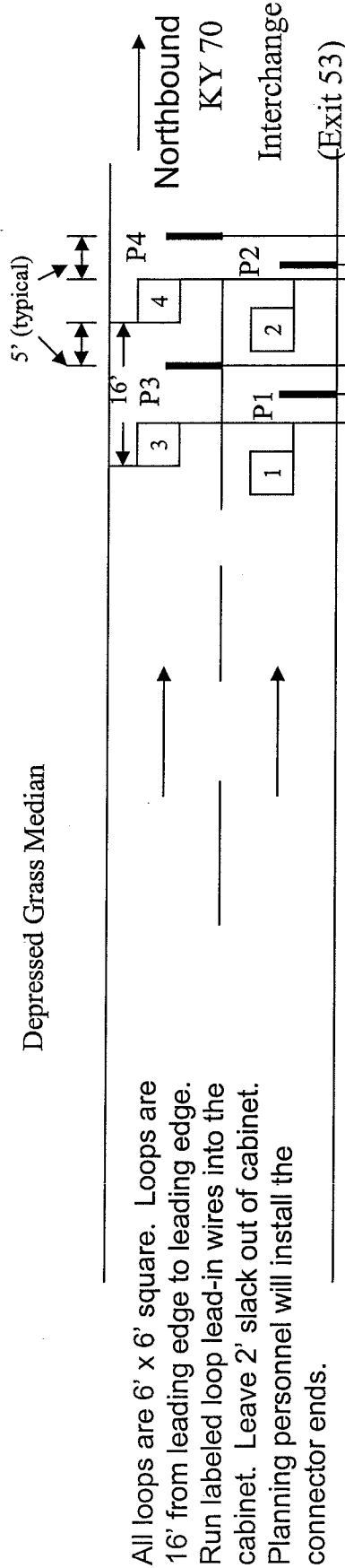
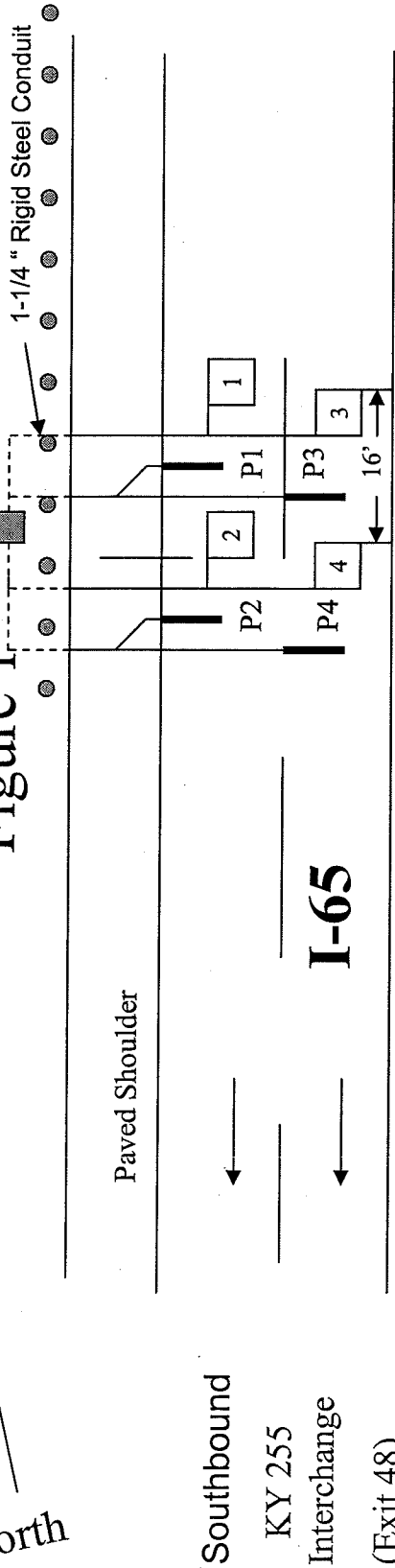
Site Drawing Barren Co., I-65

Station 831, MP 48.0

North
↑

Install new 10"x8"x4" cabinet on guardrail post about 2' above ground level.

Figure 1



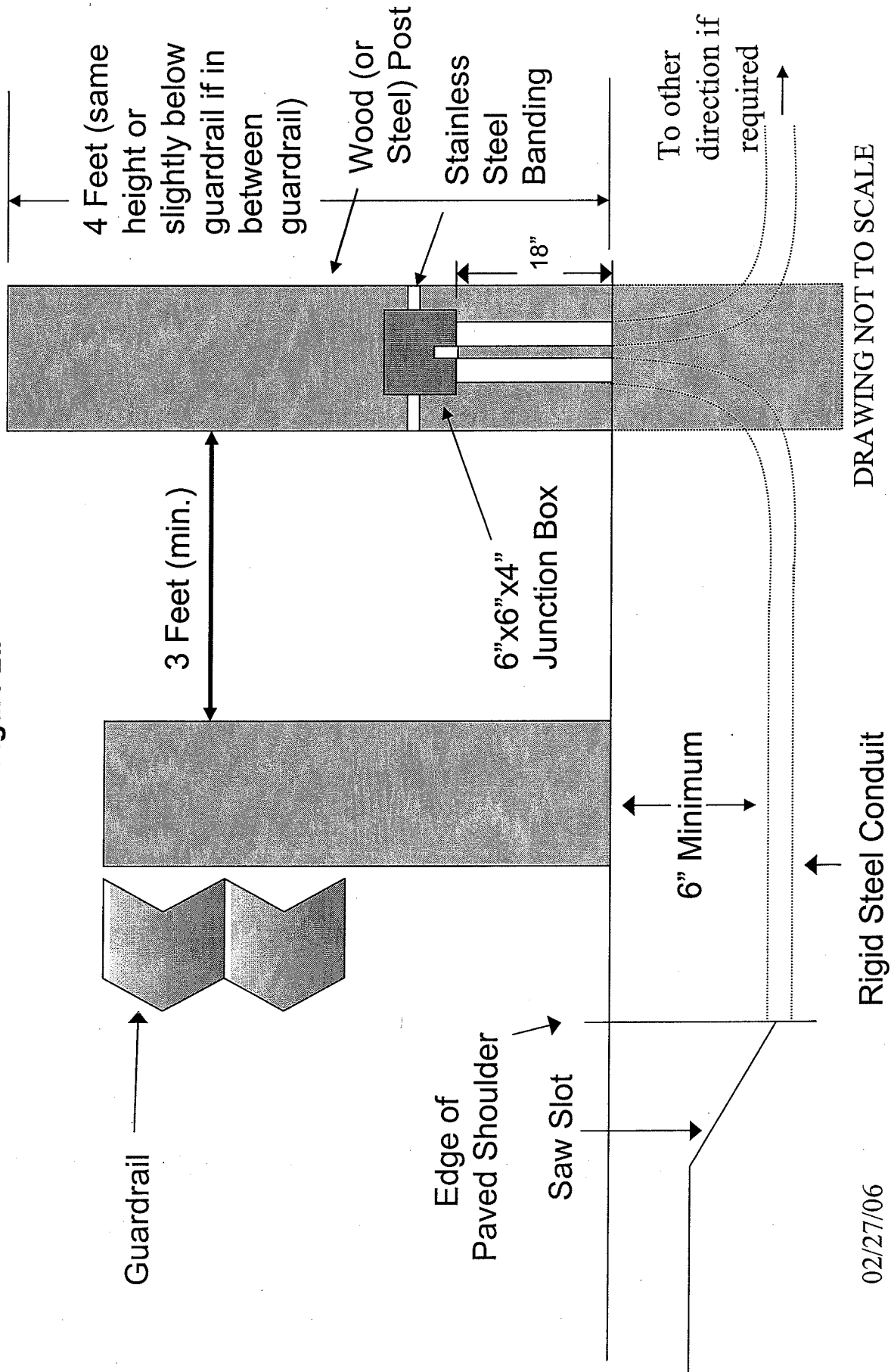
All loops are 6' x 6' square. Loops are 16' from leading edge to leading edge. Run labeled loop lead-in wires into the cabinet. Leave 2' slack out of cabinet. Planning personnel will install the connector ends.

Not To Scale

1/14/2008

Junction Box Type 6" x 6" x 4" Detail

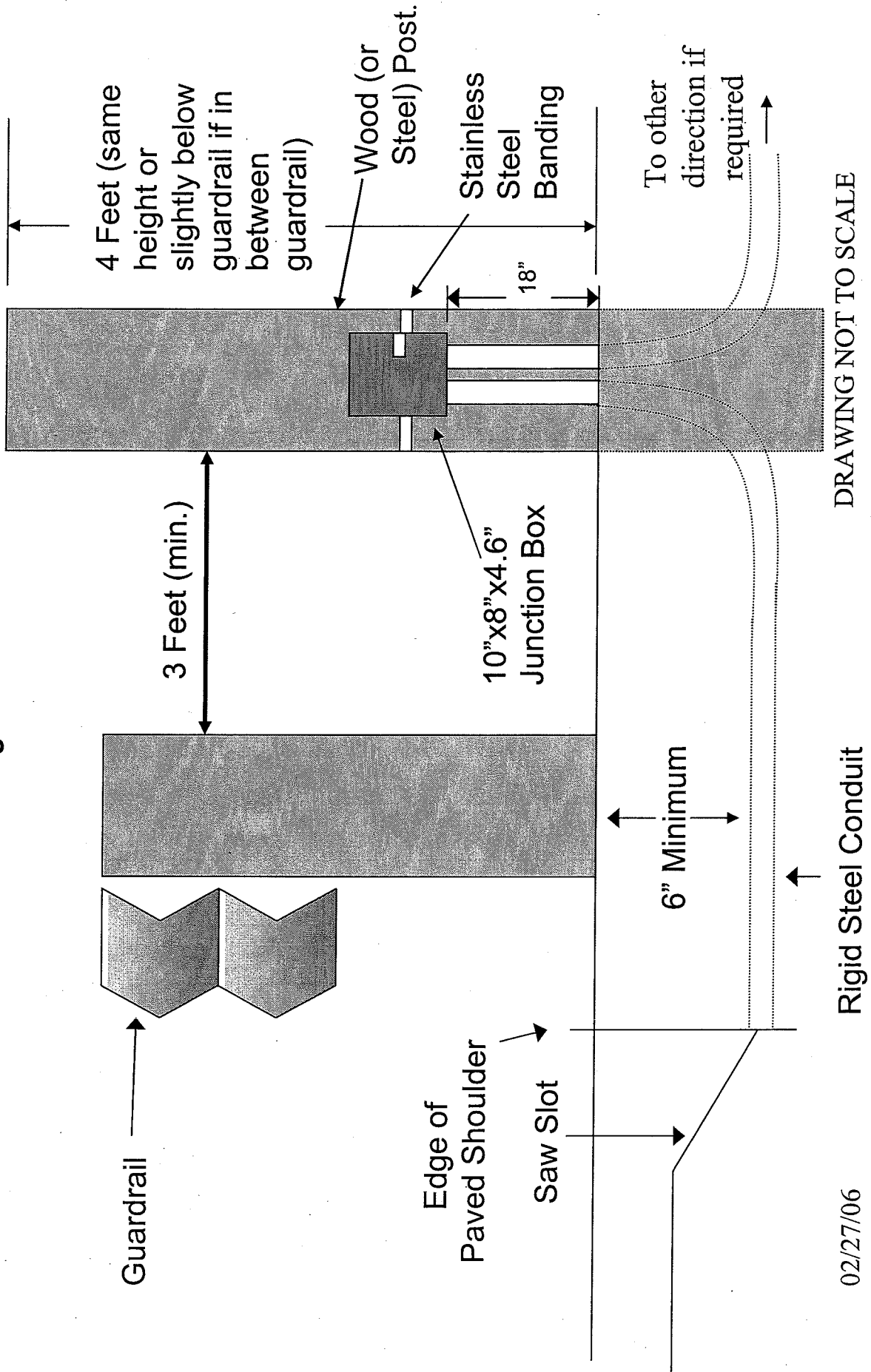
Figure 2a



02/27/06

Junction Box Type 10"x8"x4" Detail

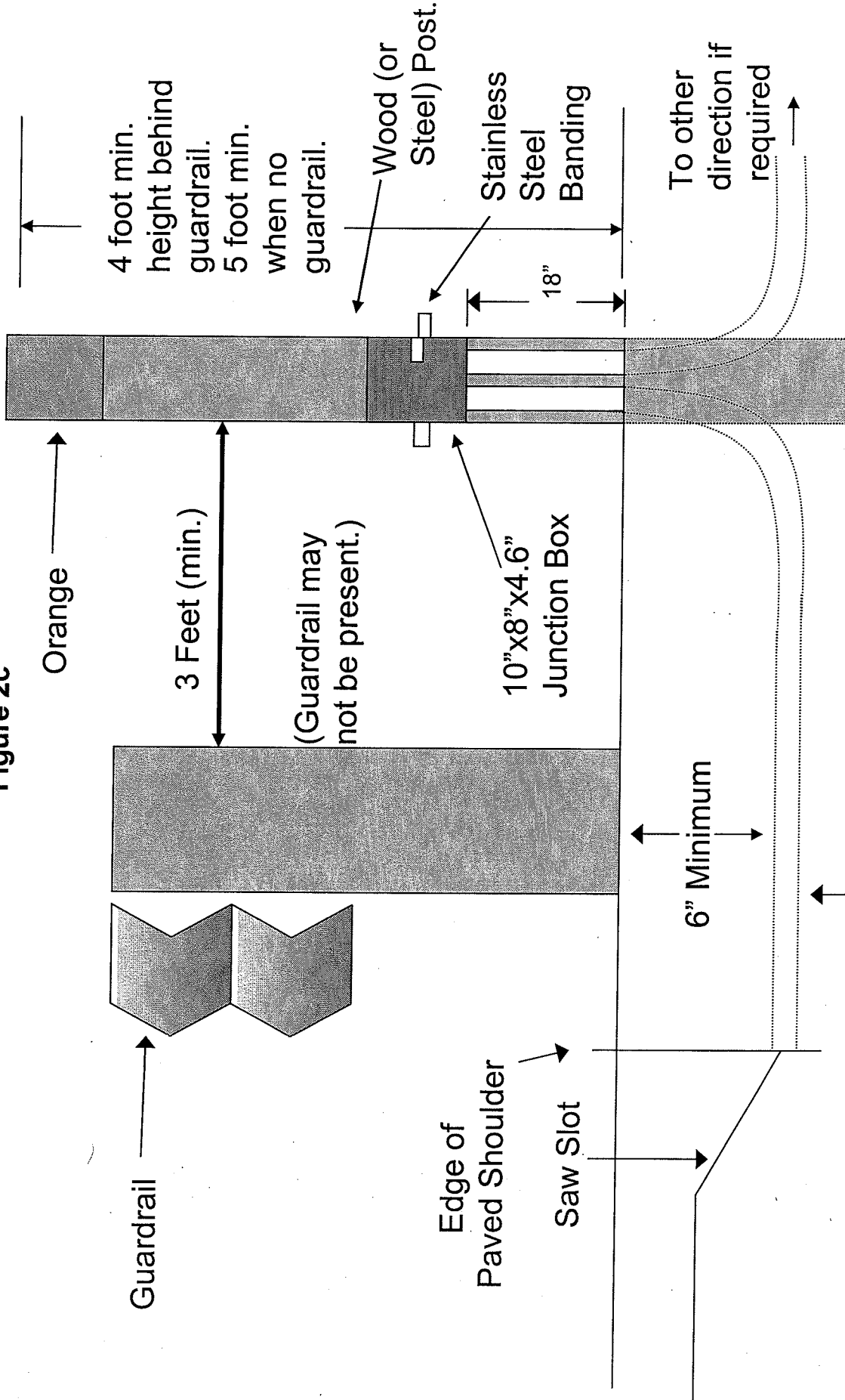
Figure 2b



02/27/06

Junction Box Type 10"x8"x4" Detail

Figure 2c



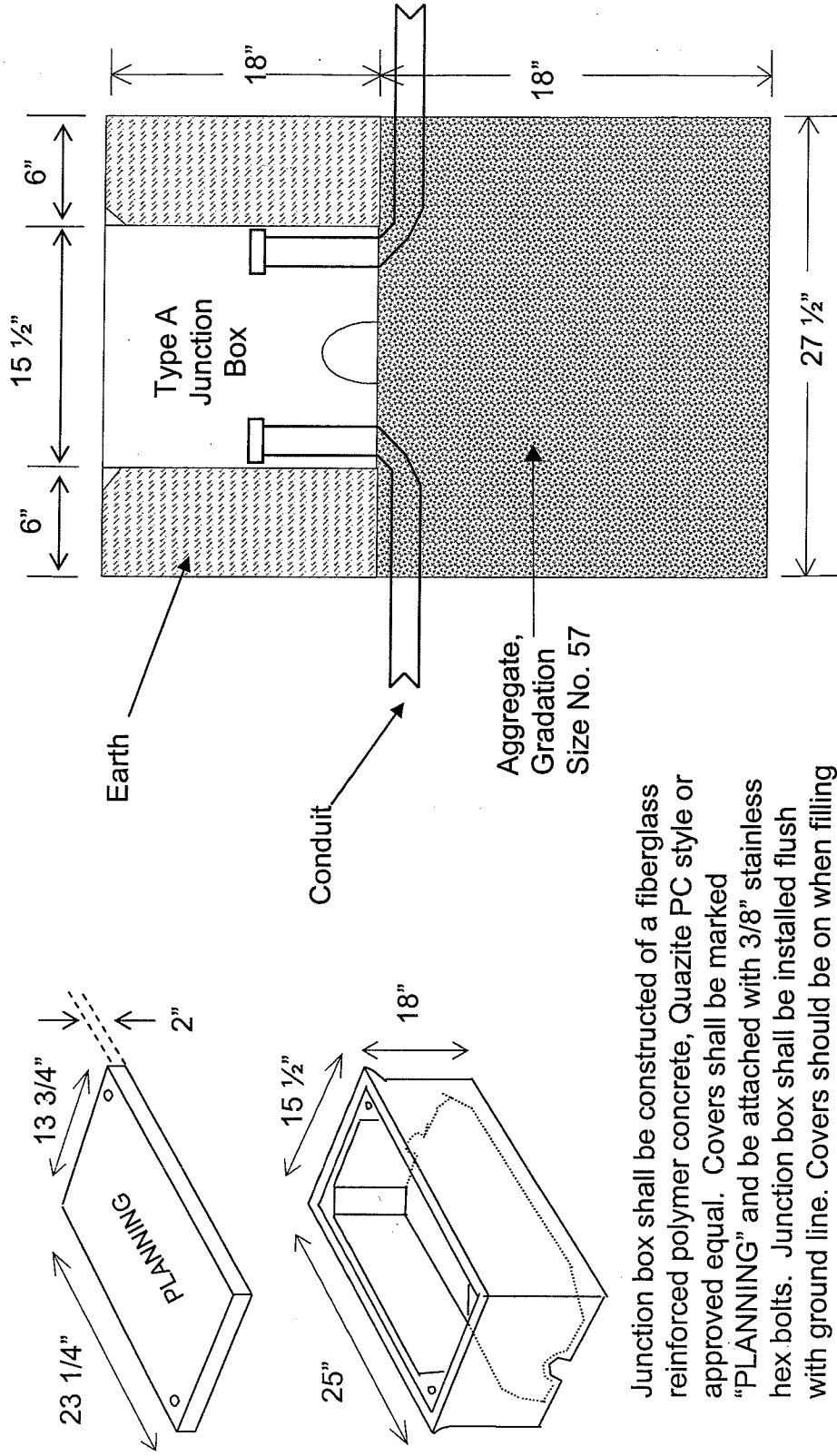
DRAWING NOT TO SCALE

Rigid Steel Conduit

04/21/06

Junction Box Type A Installation

Figure 3a



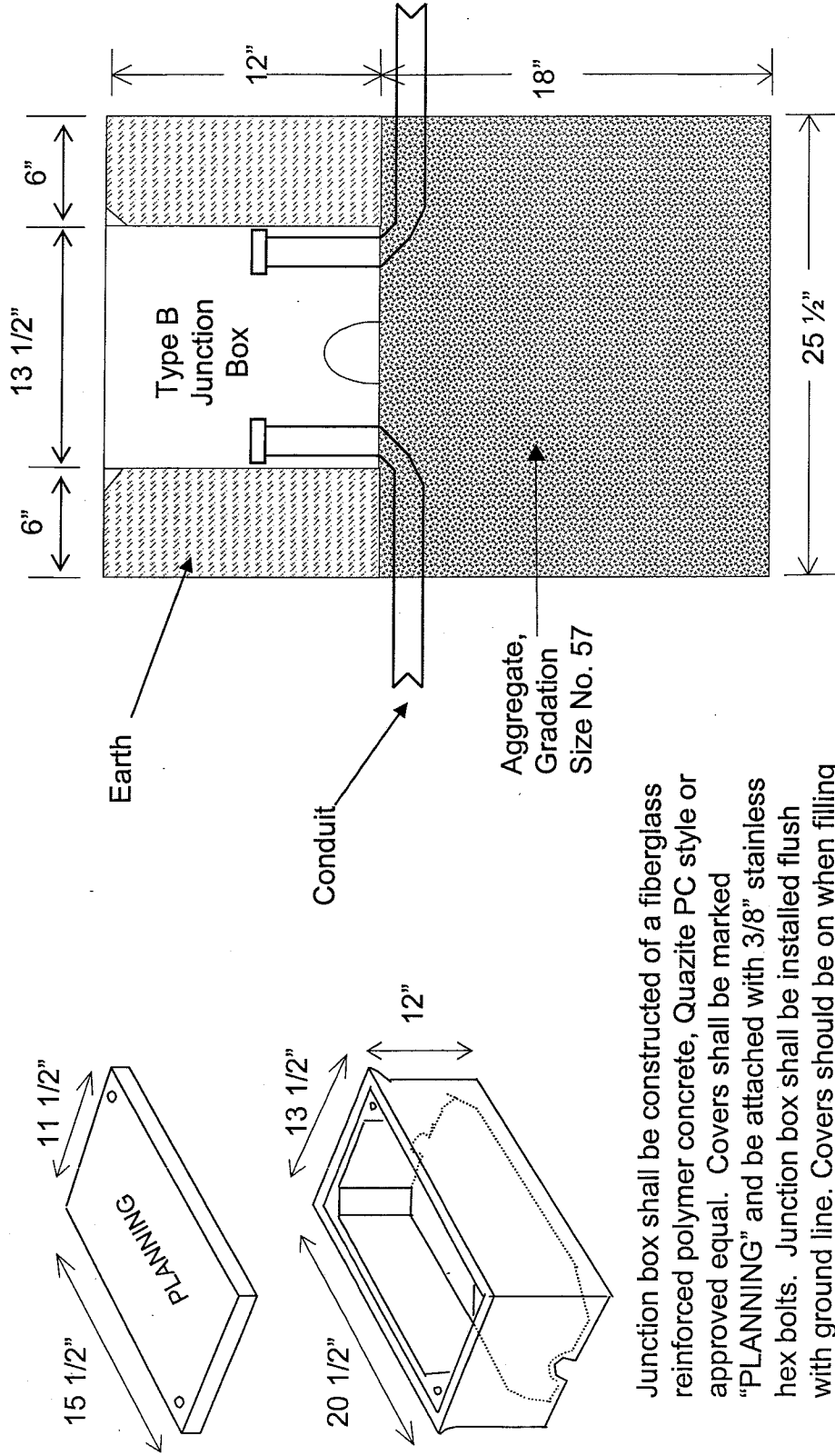
Junction box shall be constructed of a fiberglass reinforced polymer concrete, Quazite PC style or approved equal. Covers shall be marked "PLANNING" and be attached with 3/8" stainless hex bolts. Junction box shall be installed flush with ground line. Covers should be on when filling in around the box.

DRAWING NOT TO SCALE

02/23/06

Junction Box Type B Installation

Figure 3b



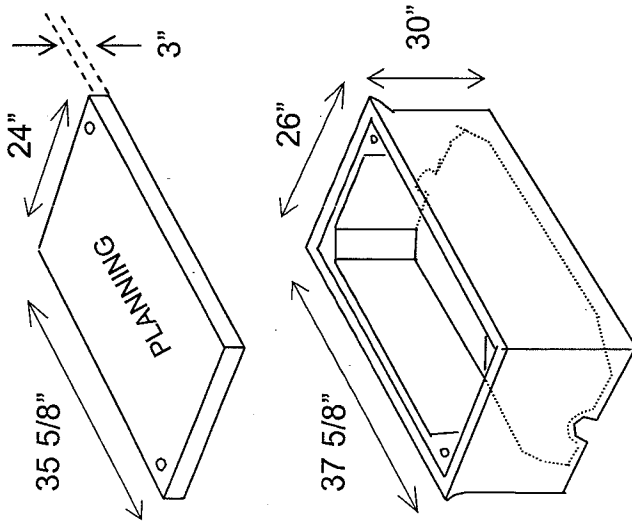
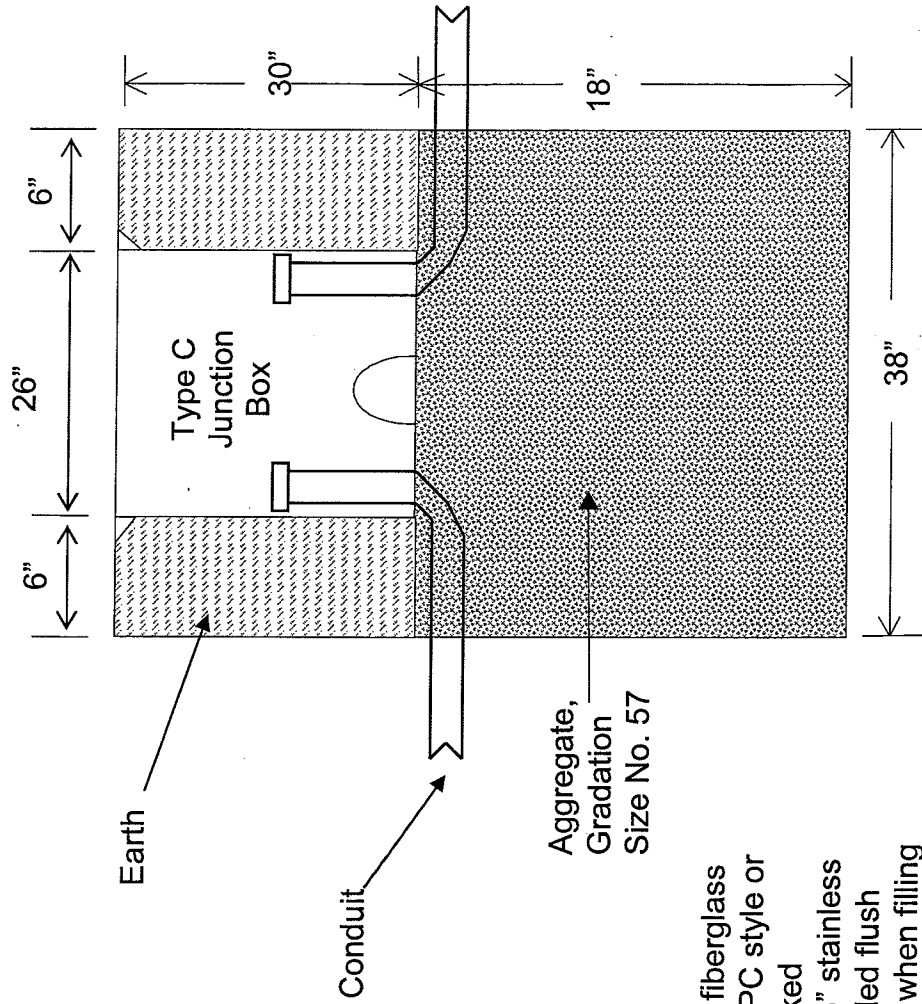
Junction box shall be constructed of a fiberglass reinforced polymer concrete, Quazite PC style or approved equal. Covers shall be marked "PLANNING" and be attached with 3/8" stainless hex bolts. Junction box shall be installed flush with ground line. Covers should be on when filling in around the box.

DRAWING NOT TO SCALE

02/23/06

Junction Box Type C Installation

Figure 3c



Junction box shall be constructed of a fiberglass reinforced polymer concrete, Quazite PC style or approved equal. Covers shall be marked "PLANNING" and be attached with 3/8" stainless hex bolts. Junction box shall be installed flush with ground line. Covers should be on when filling in around the box.

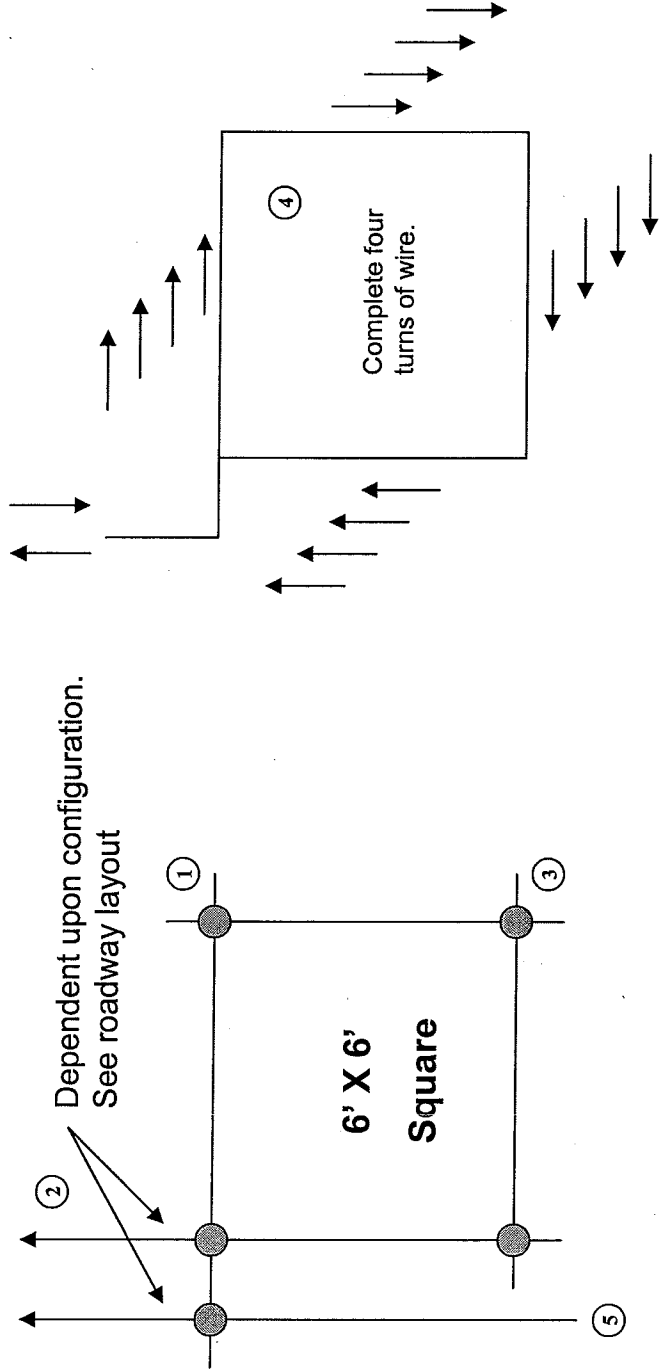
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02/23/06

Loop Installation Instructions

Loop Installation in Existing Roadways

Figure 4



Saw Slot Plan

Loop Wiring Plan

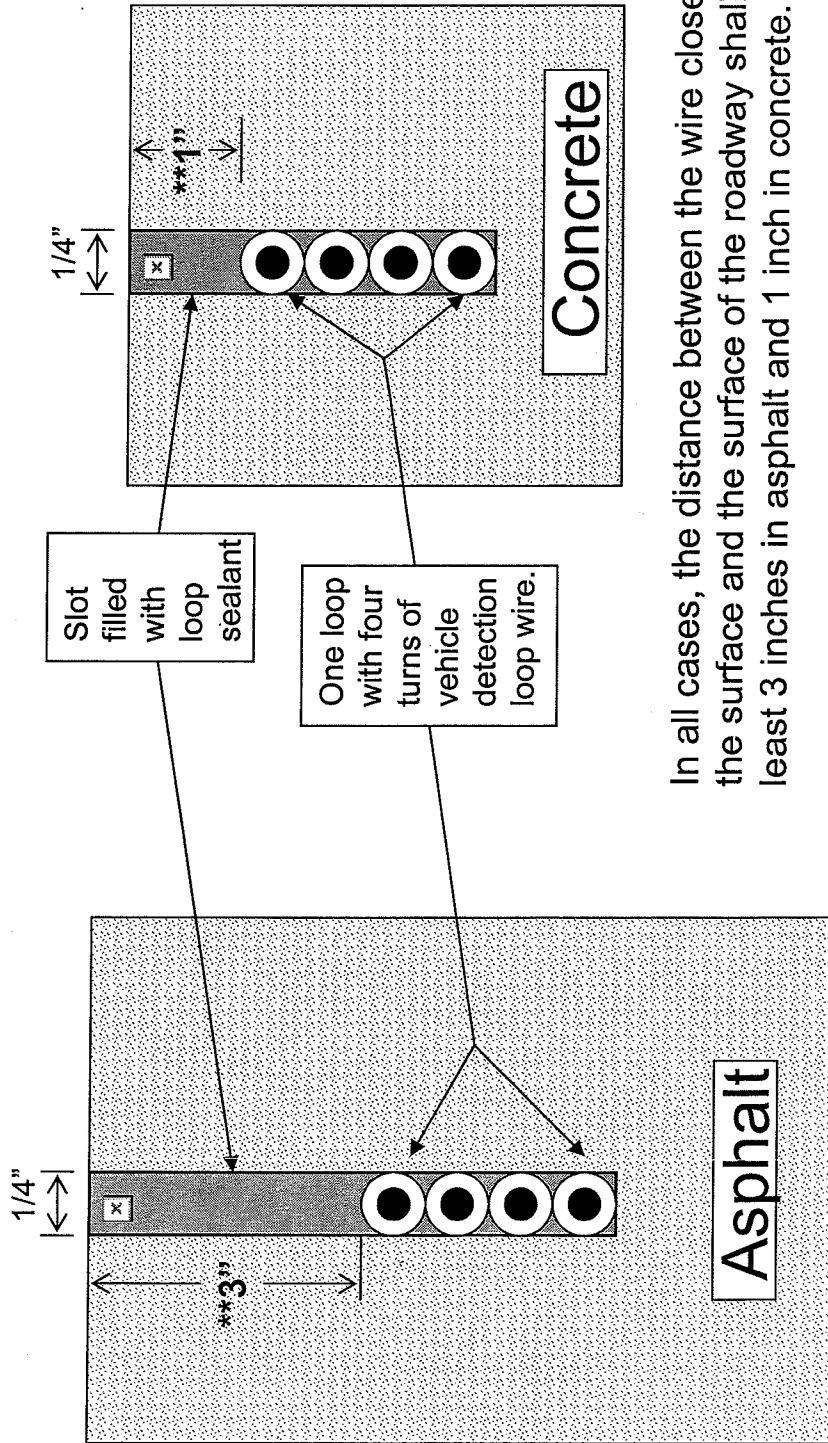
Notes:

- ① Overlap cuts so that slots are full depth at corners.
- ② Configuration is dependent upon loop layout.
- ③ Drill 1.5" hole in each corner to prevent sharp bends in the wire.
- ④ Unless denoted otherwise, all loops are 6' x 6' square, positioned in center of lane with 4 turns of 14 AWG loop wire.
- ⑤ The distance between adjacent loops is 6' for 12' lanes, 5.5' for 11' lanes, etc. It cannot be less than the loop is wide.

04/12/05

Loop Installation in Existing Roadway

Figure 5



In all cases, the distance between the wire closest to the surface and the surface of the roadway shall be at least 3 inches in asphalt and 1 inch in concrete.

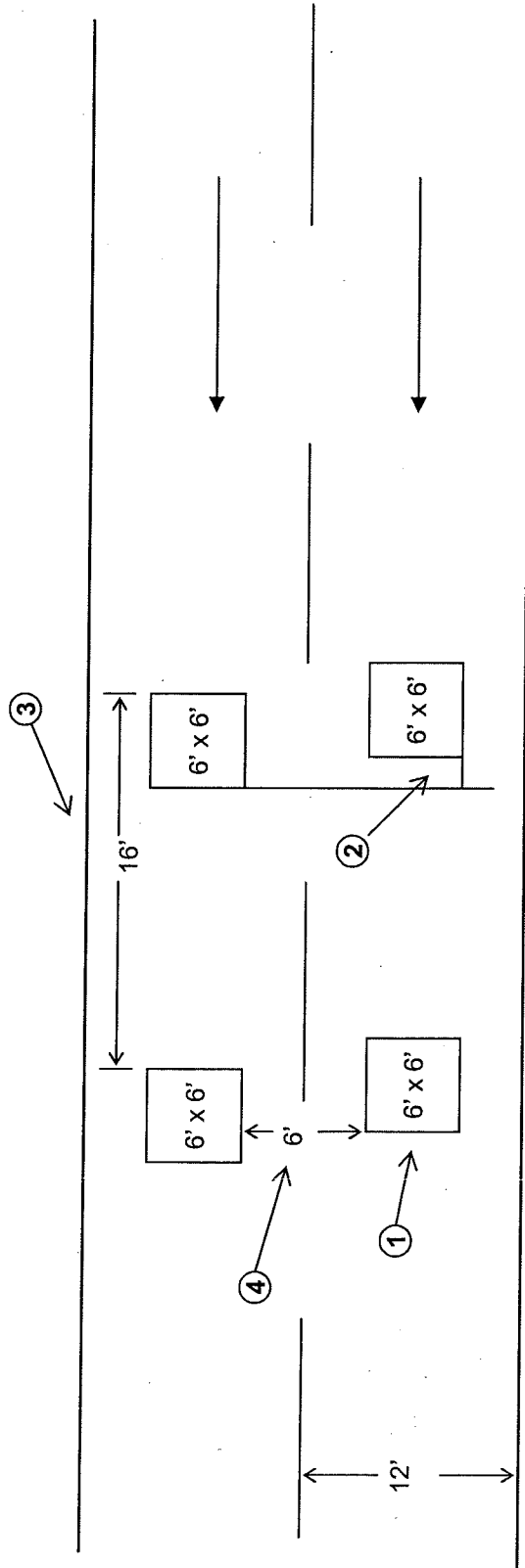
**Saw slot level shall be lowered at edge of roadway to meet the conduit level.

05/10/06

DRAWING NOT TO SCALE

Loop Characteristics

Figure 6

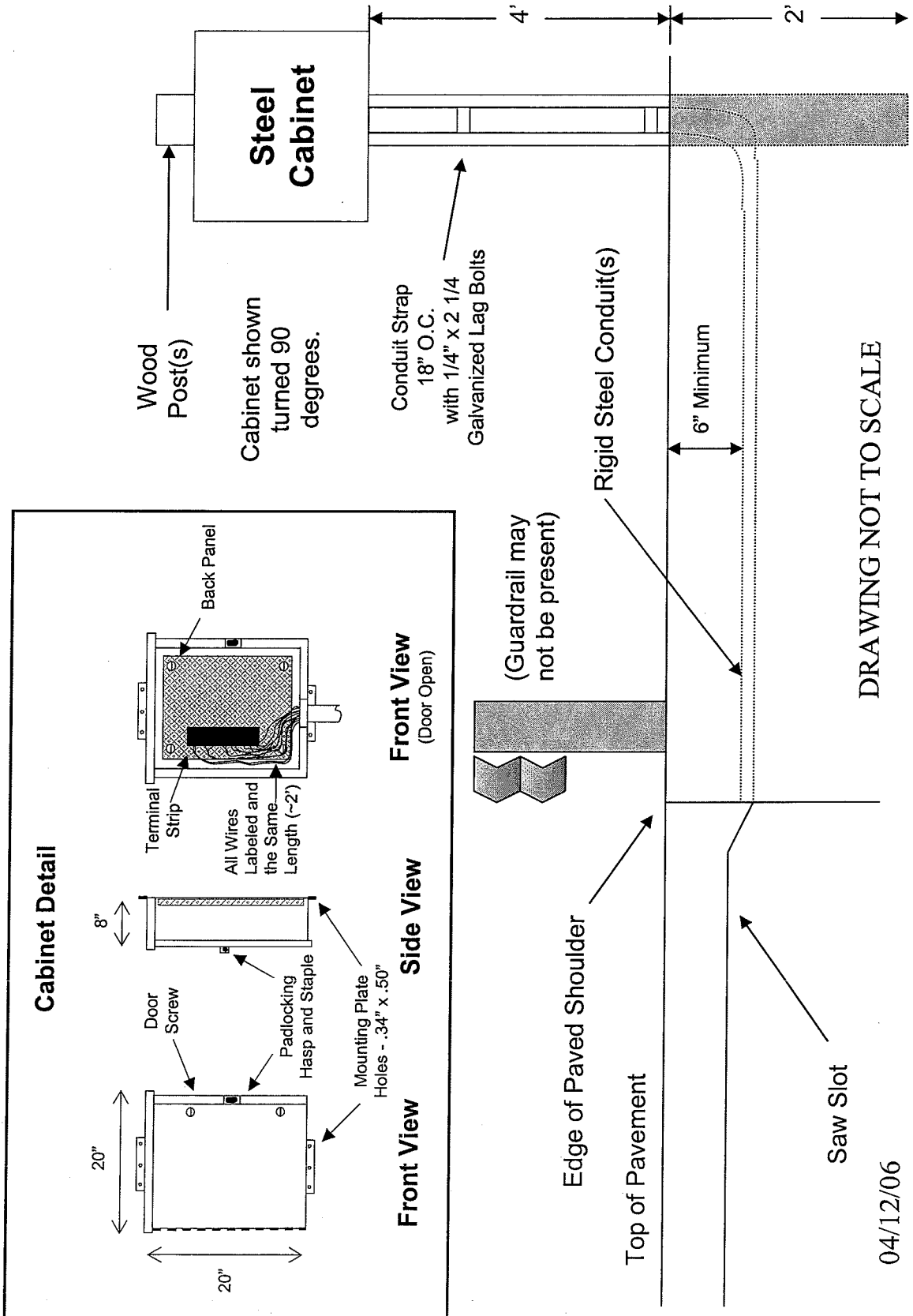


- ① Unless denoted otherwise, all loops are 6' x 6' square, positioned in center of lane with 4 turns of 14 AWG loop wire.
- ② Minimum 12" between loop and lead-ins. Lead-ins should be on the trailing edge of the loop.
- ③ If two loops are installed in a lane, space loops 16' from leading edge to leading edge unless denoted otherwise.
- ④ This distance is typically 6' for 12' lanes, 5.5' for 11' lanes, etc. It cannot be less than the loop is wide.

04/11/05

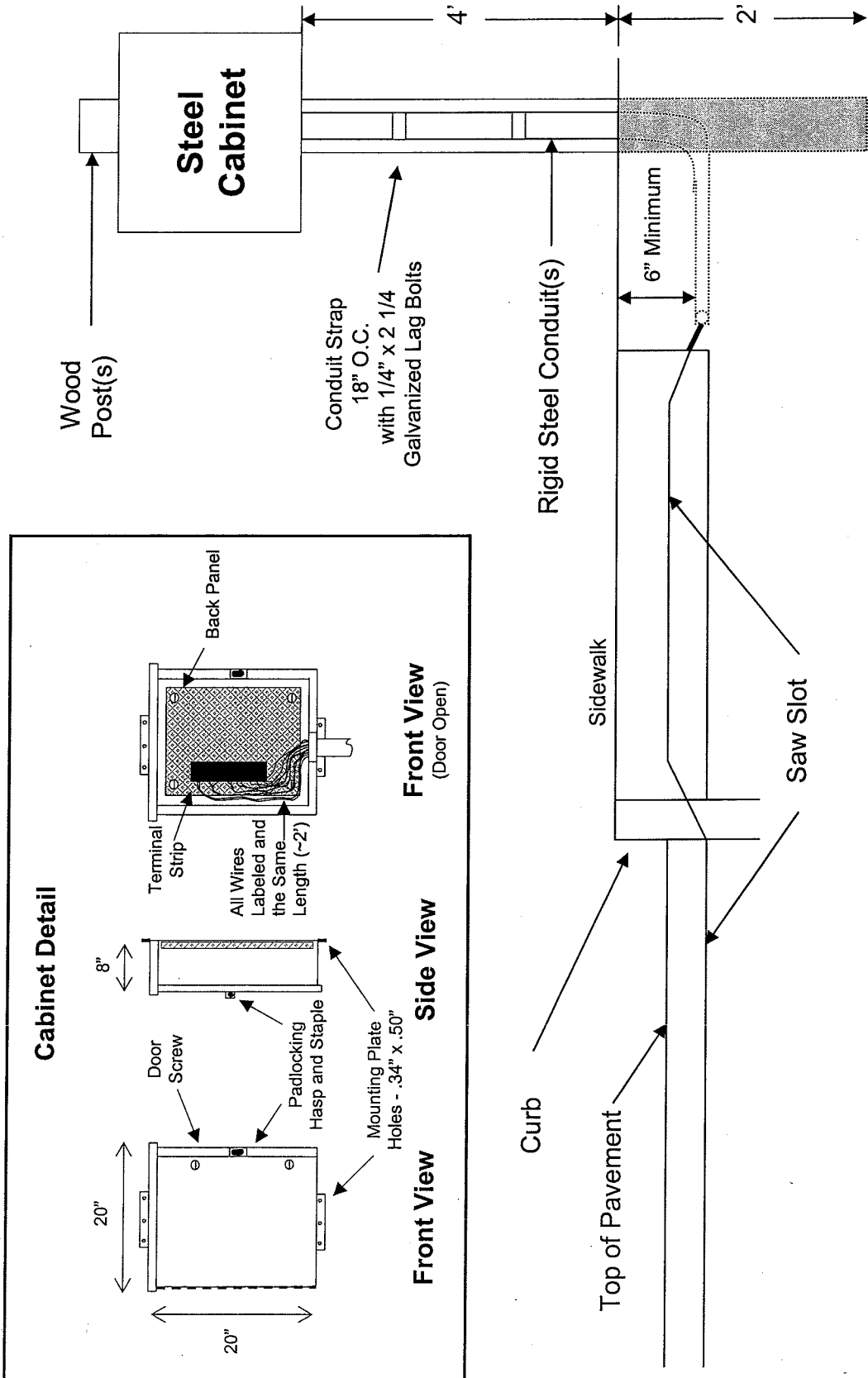
Galvanized Steel Cabinet and Post Installation

Figure 7a



Galvanized Steel Cabinet and Post Installation

Figure 7c

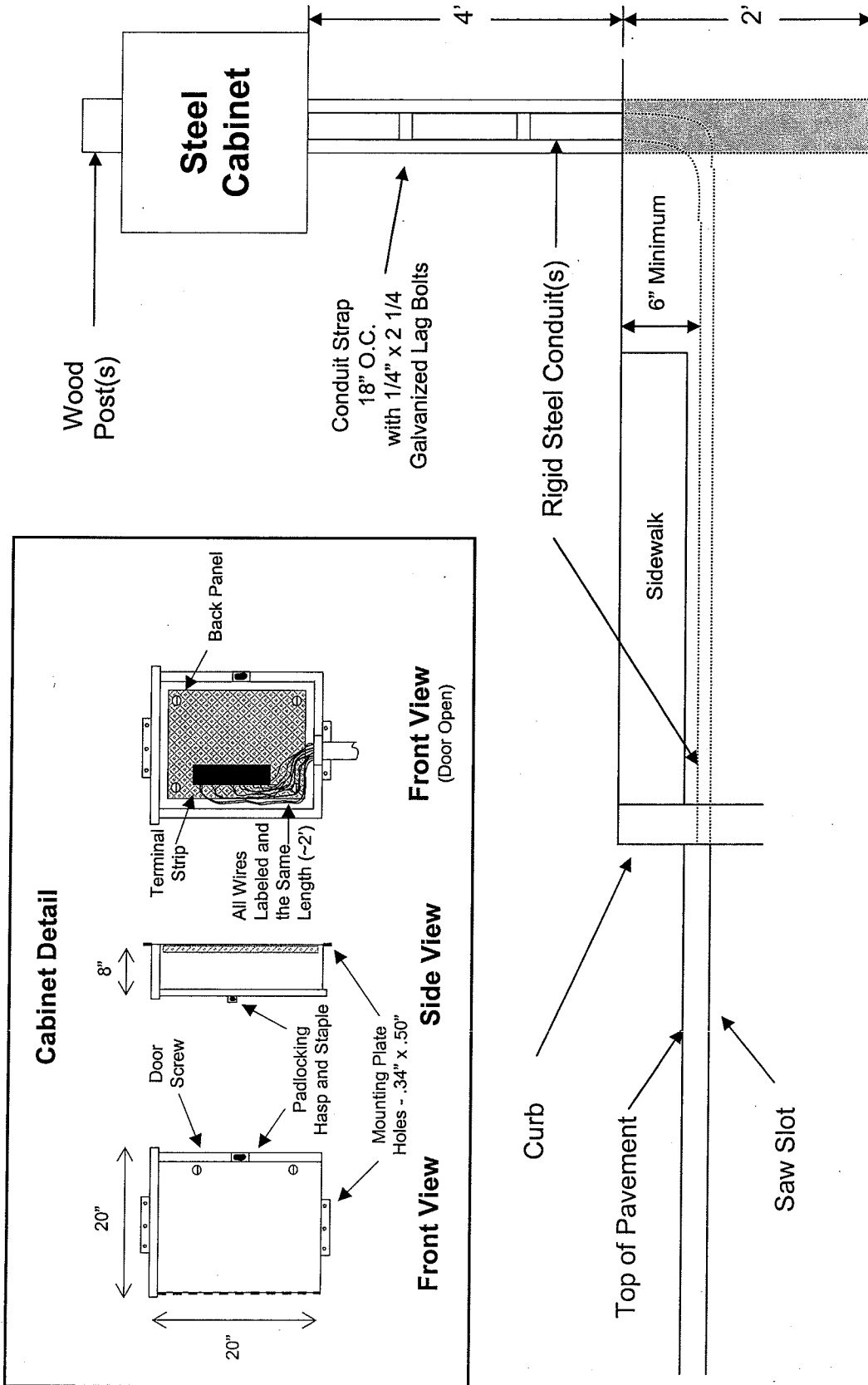


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02/08/06

Galvanized Steel Cabinet and Post Installation

Figure 7b

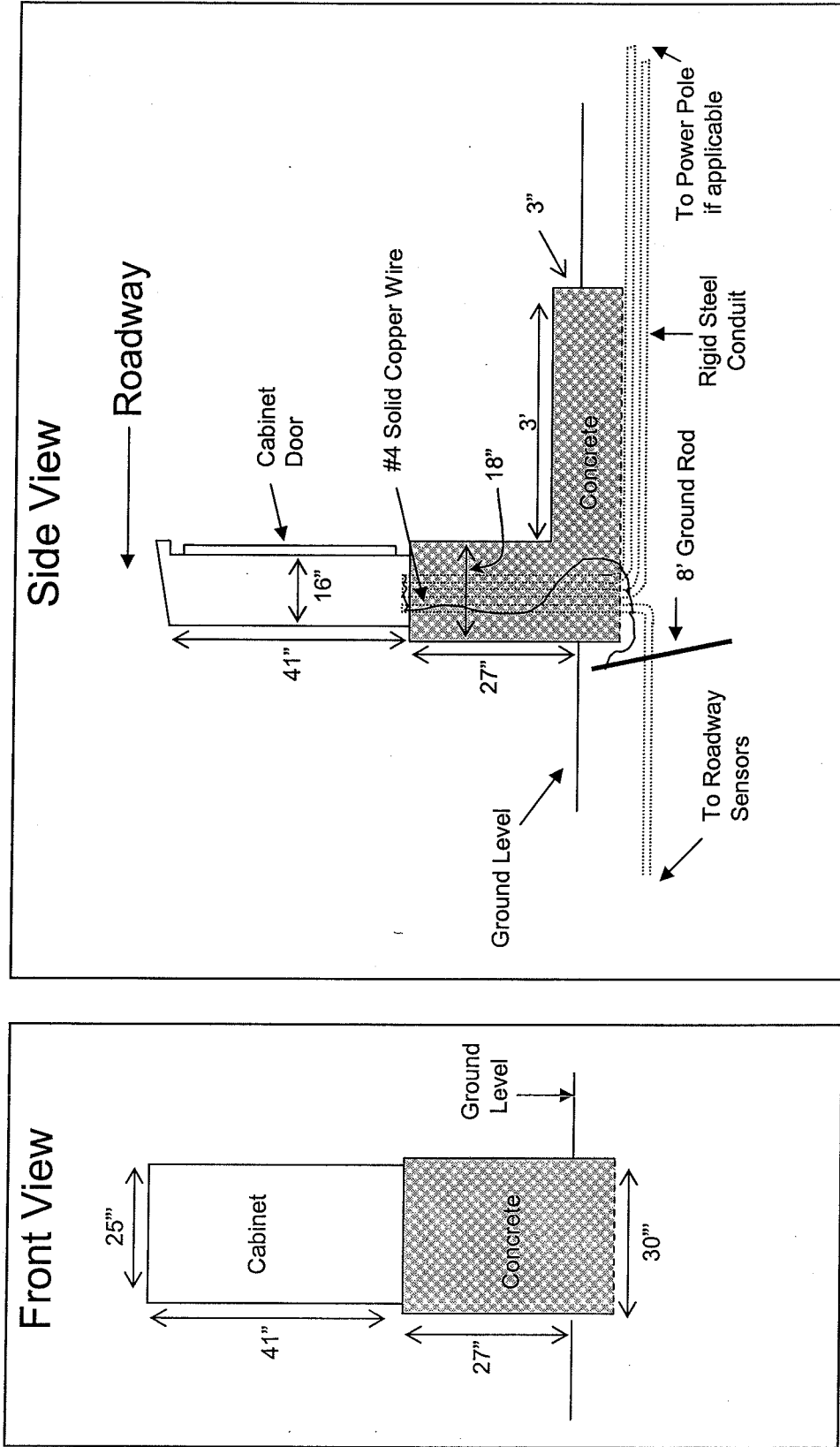


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02/25/05

Cabinet Type G

Figure 8

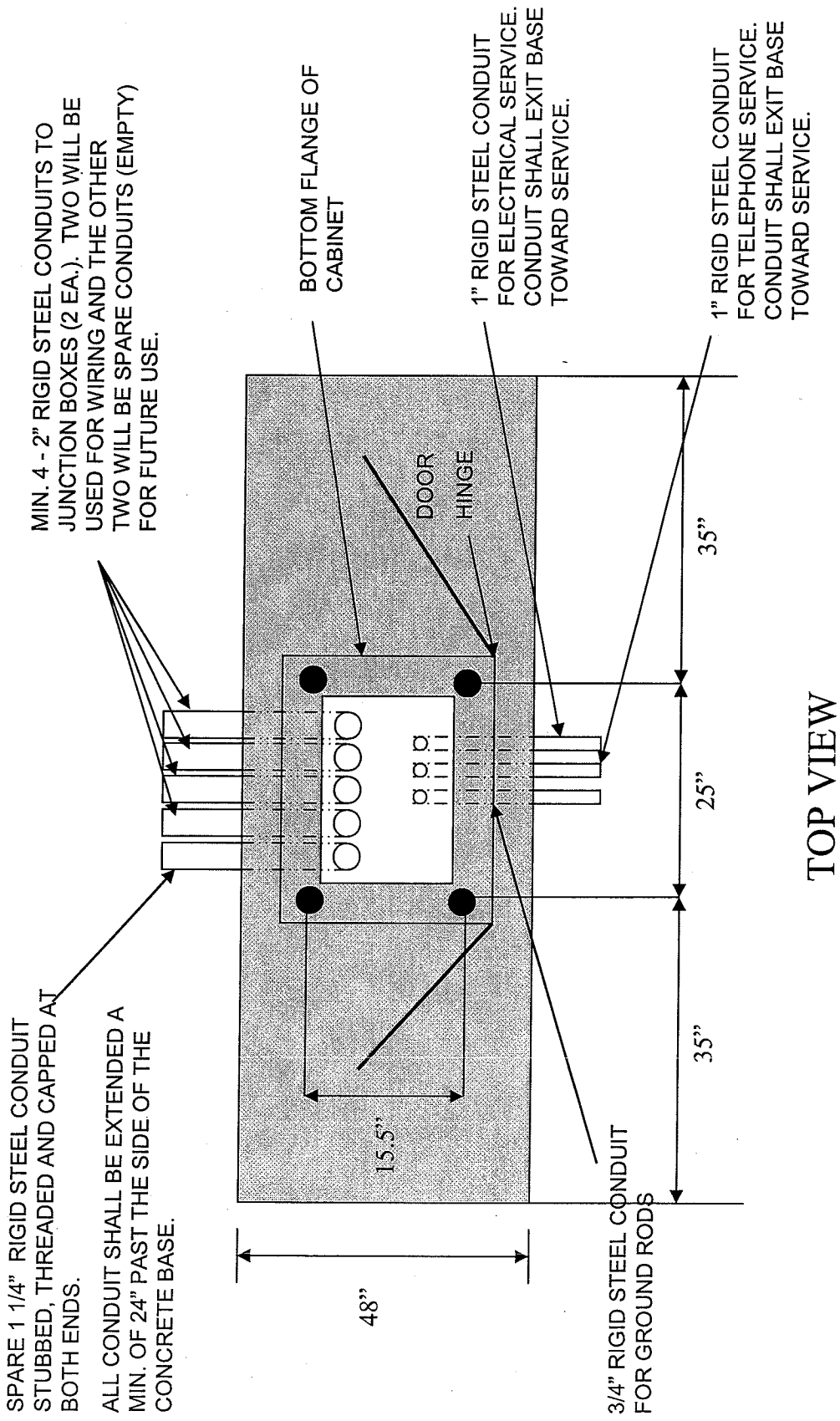


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02/15/05

Base Mounted 170 Cabinet Detail

Figure 9a

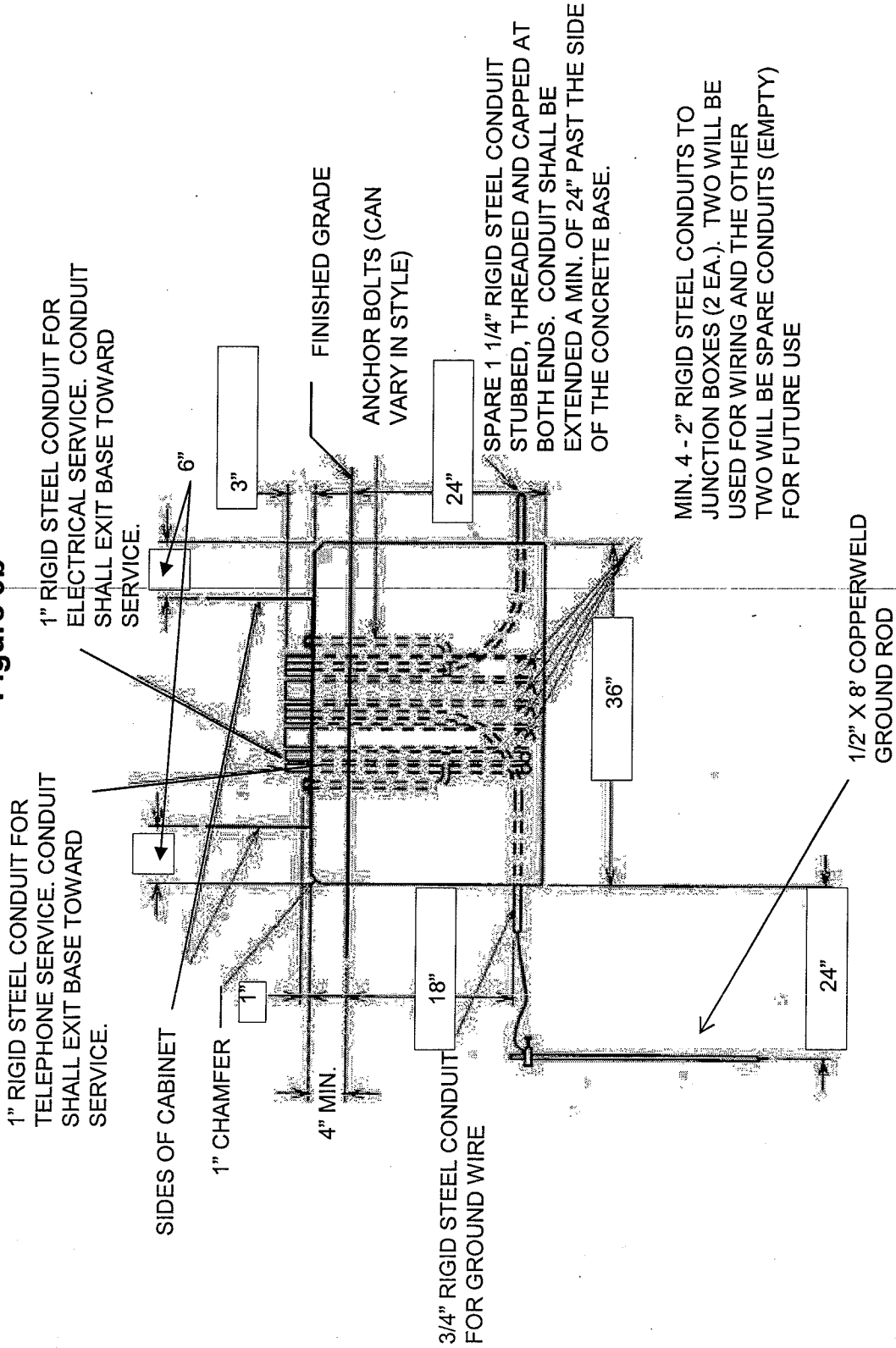


DRAWING NOT TO SCALE

02/15/05

Base Mounted 170 Cabinet Detail

Figure 9b



SIDE VIEW

DRAWING NOT TO SCALE

02/15/05

Right-of-Way Certification Form

Federal Funded

State Funded

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

Date: July 16, 2007

**STRUCTURAL OVERLAY ON
SOUTHBOUND I-65 FROM US 31W**

Project #: OVERPASS

County: BARREN

Item #: 03-2014.01

Federal #: _____

Letting Date: September 28, 2007

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

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

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

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

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

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

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

Right-of-Way Certification Form



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

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

Approved: Kelly R. Divine *Kelly R. Divine* 7/16/2007 District ROW Supervisor
Printed Name Approved

Approved: Paul McCauley *Paul McCauley* 9-17-2007 Director of ROW & Utilities or Designee
Printed Name Approved

Approved: A. Olivia Michael *A. Olivia Michael* 9/20/07 FHWA, Right-of-Way Officer
Printed Name Approved

Right-of-Way Certification Form

Date: _____

**STRUCTURAL OVERLAY ON
SOUTHBOUND I-65 FROM US 31W**

Project #: OVERPASS

County: BARREN

Item #: 3-2014

Federal #: _____

Letting Date: September,

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

- 0- Parcels were acquired by a signed fee simple deed and fair market value has been paid, **Type 1.**
- 0- Parcels have been acquired through condemnation and IOJ granted by the court and fair market value has been deposited with the court. **All persons have relocated. Type 1.**
- 0- Parcels have not been acquired at this time (*explain below for each parcel*) and or can be re-certified prior to letting. **Type 2. Must be re-certified prior to notice to proceed.**
- 0- Parcels have been acquired but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*). **Type 2. Must be re-certified prior to letting.**
- 0- Parcels have displaces who have not been relocated, but relocation offers have been made. Incomplete parcels with relocates will be moved within 30 days after start of construction. *Explain below.* There will be a **Special Note** to the plans and **Contractors** will be notified. **Requires FHWA approval. Type 3. Must be re-certified within 30 days.**
- 0- Parcels are not complete but have special circumstances regarding ownership, title and etc. *Explain below.* There will be a **Special Note** to the plans and **Contractors** will be notified. **Requires FHWA approval. Type 3. Must be re-certified within 30 days.**

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

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

BARREN County
FD52 005 81043 01 D
IM 0652 (069)
I-65, Structural Overlay on Northbound and Southbound I-65
From the US-31W Overpass (MP 46.861)
To 0.62 mile South of the KY-70 Interchange (MP 51.9)
Status Report Item No. 3-2014.01

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

The Contractor is advised to contact the BUD one-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD one-call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area. BUD NUMBER: (Call Before You Dig) Telephone Number: 1-800-752-6007

COORDINATION WITH UTILITY FACILITY OWNERS

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

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

PROTECTION OF UTILITY FACILITIES

The location of utility facilities shown on the plans may not be exact or complete. It will be the Contractor's responsibility to locate the utility facilities before excavation by calling the utility facility owner and/or the BUD one-call system. The Contractor shall determine the exact location and elevation of underground utility facilities by hand digging to expose utilities before beginning excavation in the area of underground utility facilities. The cost for repair and any other associated costs for any damage to utility facilities caused by the Contractor's operation will be borne by the Contractor.

The Contractor is advised to contact the BUD one-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD one-call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area.

KYTC BMP Plan for Contract ID #####



Kentucky Transportation Cabinet

Highway District 3

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

Barren County

I-65 Pavement Rehab.

From MP 46.885 to MP 52.031

Project: PCN ## - #####

Six Year Plan 3-2014.01

Revised
1-28-08

KYTC BMP Plan for Contract ID #####

Project Information

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

1. Owner – Kentucky Transportation Cabinet, District 3
2. Resident Engineer: (2)
3. Contractor Name: (2)
 Address: (2)
 Phone number: (2)
 Contact: (2)
 Responsible Person: (3)
4. Contract ID Number: (2)
5. Route (Address): I-65
6. Latitude/Longitude (project mid-point) 37-07-00, 86-01-20
7. County (project mid-point): Barren
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KYTC BMP Plan for Contract ID #####

1.0 SITE DESCRIPTION.

- 1) Nature of construction activity (from letting project description). Pavement Rehab
- 2) Order of major soil disturbing activities. (2) and (3)
- 3) Projected volume of material to be moved. 6800 Cu. Yd.
- 4) Estimate of total project area (acres). 20
- 5) Estimate of area to be disturbed (acres). 20
- 6) Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7) Data describing existing soil condition. No information for this item
- 8) Data describing existing discharge water quality (if any). Not available
- 9) Receiving water name. Barren River
- 10) TMDLs and Pollutants of Concern in Receiving Waters. No TMDL's where involved on this project.
- 11) Site Map. Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
- 12) Potential sources of pollutants. The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

2.0 SEDIMENT AND EROSION CONTROL MEASURES.

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

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

2.2 Annotations. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by

KYTC BMP Plan for Contract ID #####

an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMPs shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMPs in place before being disturbed.

2.3 Disturbed Drainage Areas. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:

- A) Construction Access.** This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
- B) Sources.** At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
- C) Clearing and Grubbing.** The following BMPs will be considered and used where appropriate.
 - 1) Leaving areas undisturbed when possible.
 - 2) Silt Basins to provide silt volume for large areas.
 - 3) Silt Traps Type A for small areas.
 - 4) Silt Traps Type C in front of existing and drop inlets which are to be saved.
 - 5) Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - 6) Brush and/or other barriers to slow and/or divert runoff.
 - 7) Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - 8) Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - 9) Non-standard or innovative methods.
- D) Cut and Fill and Placement of Drainage Structures.** The BMP Plan will be modified to show additional BMPs such as:
 - 1) Silt Traps Type B in ditches and/or drainways as they are completed.
 - 2) Silt Traps Type C in front of pipes after they are placed.
 - 3) Channel Lining
 - 4) Erosion Control Blanket
 - 5) Temporary Mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - 6) Non-standard or innovative methods.

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- E) Profile and X-Section in Place.** The BMP Plan will be modified to show elimination of BMPs which had to be removed and the addition of new BMPs as the roadway was shaped. Probably changes include:
- 1) Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - 2) Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - 3) Additional Channel Lining and/or Erosion Control Blanket.
 - 4) Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - 5) Special BMPs such as Karst Policy.
- F) Finish Work (Paving, Seeding, Protect, etc.).** A final BMP Plan will result from modifications during this phase of construction. Probable changes include:
- 1) Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMPs which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - 2) Permanent Seeding and Protection.
 - 3) Placing Sod.
 - 4) Planting trees and/or shrubs where they are included in the project.
- G) Post Construction.** BMPs including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMPs to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are:

3.0 OTHER CONTROL MEASURES.

- 1) Solid Materials. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.
- 2) Waste Materials. All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.
- 3) Hazardous Waste. All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the

KYTC BMP Plan for Contract ID #####

Resident Engineer if there are any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

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

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

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

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

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

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

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

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

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

- B) Fertilizers.** Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.
- C) Paints.** All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.
- D) Concrete Truck Washout.** Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water
- E) Spill Control Practices.** In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:
 - 1) Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
 - 2) Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
 - 3) All spills will be cleaned up immediately after discovery.
 - 4) The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
 - 5) Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
 - 6) The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
 - 7) Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

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

KYTC BMP Plan for Contract ID #####

technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials.

5.0 MAINTENANCE. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.

Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.

Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

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

- 1) All erosion prevention and sediment control measures will be inspected by the contractor at least once each week and following any rain of one-half inch or more.
- 2) Inspections will be conducted by individuals that have received KYTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- 3) Inspection reports will be written, signed, dated, and kept on file.
- 4) Areas at final grade will be seeded and mulched within 14 days.
- 5) Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- 6) All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported and completed within 5 days.
- 7) Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- 8) Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- 9) Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- 10) Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- 11) Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- 12) All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

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

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

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

8.0 GROUNDWATER PROTECTION PLAN.

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

Contractor's statement: (3)

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

_____ (e) Land treatment or land disposal of a pollutant;

_____ (f) Storing, treating, disposing, or related handling of hazardous waste, solid waste or special waste, or special waste in landfills, incinerators, surface impoundments, tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

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

_____ (j) Storing or related handling of road oils, dust suppressants, or deicing agents at a central location;

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

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

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

KYTC BMP Plan for Contract ID #####

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

The contractor is responsible for the preparation of a plan that addresses the 401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

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

KYTC BMP Plan for Contract ID #####

Contractor and Resident Engineer Plan Certification

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

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

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

Contractor and Resident Engineer Certification:

(3)
Signed _____ title _____ , _____
typed or printed name¹ signature

(2)
Signed _____ title _____ , _____
typed or printed name² signature

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

KYTC BMP Plan for Contract ID #####

Sub-Contractor Certification

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

Subcontractor Name:

Address:

Phone:

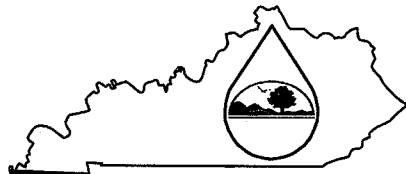
The part of BMP plan this subcontractor is responsible to implement is:

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

Signed _____ title _____ , _____
typed or printed name *signature*

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

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



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

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

I. Facility Operator Information

Name:	KyTC District 3	Phone:	270-746-7898
Address:	900 Morgantown Road, P.O. Box 599	Status of Owner/Operator:	F
City, State, Zip Code:	Bowling Green, Kentucky 42102-0599		

II. Facility/Site Location Information

Name:	PCN ##-####, for SYP 3-2014.01		
Address:	I-65		
City, State, Zip Code:	Park City, KY 42160		
County:	Barren		
Site Latitude: (degrees/minutes/seconds)	37-07-00	Site Longitude: (degrees/minutes/seconds)	86-01-20

III. Site Activity Information

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

IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY

Project Start Date:		Completion Date:	
Estimated Area to be disturbed (in acres):	20		
Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

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

Printed or Typed Name:	Shari Greenwell, Acting CDE
-------------------------------	-----------------------------

- Comment [K1]:** Contact ID: 087118 for KyTC will be the District Engineer managing the project.
- Comment [K2]:** The name will be the project control number that is assigned at letting. It will be added to the NOI either by the Division of Construction or by the District. This number is to be returned from the Division of Water on the permit letter.
- Comment [K3]:** The address line will be the federal or state route number (s). This field is limited to 30 characters.
- Comment [K4]:** This information is to be the "Post Office" closest to the point chosen for the site location Latitude/Longitude. It must be in the county identified in the County field.
- Comment [K5]:** The site Latitude/Longitude establishes the county that is entered in this field.
- Comment [K6]:** Site Latitude/Longitude is to be the approximate center of the project to the nearest second.
- Comment [K7]:** Enter the name of the MS4 (s) when the project falls inside of an MS4 jurisdiction (s) and discharges storm water to the MS4 storm sewer system. (See instructions for section III).
- Comment [K8]:** There may be up to three named water bodies entered in this field. Use one name when the project is within one river basin. Use additional names when the project crosses river basin boundaries. The receiving water body name selected should be the name of the branch, fork, creek, river or lake that describes the watershed where the project is located. That is, it carries all of the storm water run off from that portion of the project, is within a r... [1]
- Comment [K9]:** The SIC code for linear highway projects is 1611. The code for a bridge is 1622. Projects that involve both linear work and bridg... [2]
- Comment [K10]:** This field will not be filled in unless there is more than one contract for the exact same project (or project segment) For example, if a... [3]
- Comment [K11]:** To be completed by the district. This will be the date by which work that involves preparation for or actual disturbance of soil will begin
- Comment [K12]:** To be completed by the District. This will be the projected completion date based on the project start date plus the contract duration.
- Comment [K13]:** This is to be the total of the project Disturbed Drainage Areas (DDAs).
- Comment [K14]:** The design project manager is to confirm compliance with local (city or, county storm water authority) requirements. Note: M... [4]
- Comment [K15]:** This is to be signed by a "Principal executive officer" For KyTC, this will be the Chief District Engineer. This signature authority... [5]

LETTING MARCH 2008

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

BARREN COUNTY

3-2014.01

(NO CAPS INVOLVED IN PROJECT)

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

Special Notes [SN] and Special Provisions [SP] marked with an asterisk * and listed under Part II of the Table of Contents within this proposal can be referenced in the *Standard Specifications for Road and Bridge Construction, Edition of 2008*. Special Notes and Special Provisions not marked with an asterisk will be attached to this proposal.

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

SUBSECTION:	837.03.01 Composition.		
REVISION:	COMPOSITION Table:		
	Replace		
	Lead Chromate	0.0 max.	4.0 min.
	with		
	Heavy Metals Content	Comply with 40 CFR 261	

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

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

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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

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

HIGHWAY BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
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CRAFTS

Boilermakers	24.65.....	12.94
Bricklayers:	20.35.....	7.80
Stone Mason	18.95.....	7.80
Carpenters:	20.10.....	8.30
Cement Masons:.....	18.70.....	7.80
Electricians:	*22.60.....	6.97

*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T. V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

Ironworkers, Reinforcing:.....	20.00.....	8.30
Ironworkers, Structural:	20.20.....	8.30
Painters		
All Excluding Bridges	19.92.....	9.57
Bridges	23.92.....	10.07
Piledrivers:	19.75.....	8.30
Plumbers	22.52.....	7.80
Sheet Metal Worker	20.40.....	7.80

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

LABORERS:

General laborer, flagperson, steam jenny.		BASE RATE18.15
		FRINGE BENEFITS8.30

Batch truck dumper, deck hand or scow man, hand blade operator.		BASE RATE18.40
		FRINGE BENEFITS8.30

Power driven tool operator of the following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow and power buggy, sewer pipe layer, bottom men, dry cement handler, concrete rubber, mason tender.		BASE RATE18.50
		FRINGE BENEFITS8.30

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

LABORERS: (continue)

Asphalt lute and rakerman, side rail setter.	BASE RATE18.55 FRINGE BENEFITS8.30
Gunnite nozzle man, gunnite operator.	BASE RATE18.65 FRINGE BENEFITS8.30
Tunnel laborer (free air).	BASE RATE18.70 FRINGE BENEFITS 8.30
Tunnel mucker (free air).	BASE RATE18.75 FRINGE BENEFITS8.30
Tunnel miner, blaster and driller (free air).	BASE RATE19.10 FRINGE BENEFITS8.30
Caisson worker.	BASE RATE19.65 FRINGE BENEFITS8.30
Powderman.	BASE RATE19.75 FRINGE BENEFITS8.30
Drill operator of percussion type drills which are both powered and propelled by an independent air supply.	BASE RATE20.95 FRINGE BENEFITS8.30

TRUCK DRIVERS:

Truckhelper and warehouseman.	BASE RATE18.40 FRINGE BENEFITS8.30
Driver, winch truck and A-Frame when used in transporting materials.	BASE RATE18.50 FRINGE BENEFITS8.30

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

Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor.	BASE RATE18.60 FRINGE BENEFITS8.30
Driver on mixer trucks (all types).	BASE RATE18.65 FRINGE BENEFITS8.30
Truck mechanic	BASE RATE18.70 FRINGE BENEFITS8.30
Driver (3 tons and under), tire changer and truck mechanic helper.	BASE RATE18.73 FRINGE BENEFITS8.30
Driver on pavement breakers.	BASE RATE18.75 FRINGE BENEFITS8.30
Driver (over 3 tons), driver (truck mounted rotary drill).	BASE RATE18.94 FRINGE BENEFITS8.30
Driver, Euclid and other heavy earth moving equipment, Low boy	BASE RATE19.51 FRINGE BENEFITS8.30
Greaser on greasing facilities.	BASE RATE19.60 FRINGE BENEFITS8.30

OPERATING ENGINEERS:

Group A

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

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

OPERATING ENGINEERS: (continued)

tugger, backfiller, gurries, self-propelled compactor, self –contained hydraulic percussion drill.

BASE RATE21.50
FRINGE BENEFITS8.30

Group B

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

BASE RATE19.25
FRINGE BENEFITS8.30

Group B2

Greaser on grease facilities servicing heavy equipment

BASE RATE19.60
FRINGE BENEFITS8.30

Group C

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

BASE RATE19.01
FRINGE BENEFITS8.30

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

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

These rates are listed pursuant to the Kentucky Determination No. CR-06-II-HWY dated July 10, 2007 and/or Federal Decision No. KY 20080026 dated February 8, 2008.

NOTE: Both Kentucky Determination No. CR-05-II-HWY and Federal Decision No. KY20080026 dated February 8, 2008 apply to this project. This set of wage rates contains a combination of these two wage decisions.

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

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 to the undersigned.

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

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

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

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

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

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

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

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

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

PART IV
INSURANCE

INSURANCE

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

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

PART V

STATEMENT OF INCOMPLETE WORK

STATEMENT OF INCOMPLETED WORK

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

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

PART VI

BID ITEMS

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 1

Contract ID: 08-1118

BARREN COUNTY

IM 065-2 (070)

Letting: 4/18/08

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

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		ROADWAY			.	.
0010	00001	DGA BASE	3,313.00	TON	.	.
0020	00078	CRUSHED AGGREGATE SIZE NO 2	1,110.00	TON	.	.
0030	00100	ASPHALT SEAL AGGREGATE	454.00	TON	.	.
0040	00190	LEVELING & WEDGING PG64-22	900.00	TON	.	.
0050	00205	CL3 ASPH BASE 1.50D PG64-22	8,697.00	TON	.	.
0060	00208	CL4 ASPH BASE 1.50D PG64-22	20,821.00	TON	.	.
0070	00214	CL3 ASPH BASE 1.00D PG64-22	3,905.00	TON	.	.
0080	00219	CL4 ASPH BASE 1.00D PG76-22	11,714.00	TON	.	.
0090	00291	EMULSIFIED ASPHALT RS-2	54.60	TON	.	.
0100	00338	ASPHALT PLACEMENT WITH MTV	43,136.00	TON	.	.
0110	00339	CL3 ASPH SURF 0.38D PG64-22	2,101.00	TON	.	.
0120	00342	CL4 ASPH SURF 0.38A PG76-22	13,336.00	TON	.	.
0130	01000	PERFORATED PIPE-4 IN	17,020.00	LF	.	.
0140	01010	NON-PERFORATED PIPE-4 IN	1,382.00	LF	.	.
0150	01015	INSPECT & CERTIFY EDGE DRAIN SYSTEM	1.00	LS	.	.
0160	01020	PERF PIPE HEADWALL TY 1-4 IN	36.00	EACH	.	.
0170	01028	PERF PIPE HEADWALL TY 3-4 IN	33.00	EACH	.	.
0180	01740	CORED HOLE DRAINAGE BOX CON-4 IN	2.00	EACH	.	.
0190	01983	DELINEATOR FOR GUARDRAIL-YELLOW	16.00	EACH	.	.
0200	01985	DELINEATOR FOR BARRIER-YELLOW	21.00	EACH	.	.
0210	02014	BARRICADE-TYPE III	25.00	EACH	.	.
0220	02091	REMOVE PAVEMENT	3,900.00	SQYD	.	.
0230	02107	BREAKING AND SEATING PAVEMENT	53,100.00	SQYD	.	.
0240	02230	EMBANKMENT IN PLACE	6,800.00	CUYD	.	.
0250	02237	DITCHING	20,450.00	LF	.	.
0260	02352	GUARDRAIL-STEEL W BEAM-D FACE	137.50	LF	.	.

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 2

Contract ID: 08-1118

BARREN COUNTY

IM 065-2 (070)

Letting: 4/18/08

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

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0270	02365	CRASH CUSHION TYPE IX-A	1.00	EACH	.	.
0280	02369	GUARDRAIL END TREATMENT TYPE 2A	15.00	EACH	.	.
0290	02373	GUARDRAIL END TREATMENT TYPE 3	2.00	EACH	.	.
0300	02381	REMOVE GUARDRAIL	19,956.50	LF	.	.
0310	02391	GUARDRAIL END TREATMENT TYPE 4A	16.00	EACH	.	.
0320	02483	CHANNEL LINING CLASS II	200.00	TON	.	.
0330	02484	CHANNEL LINING CLASS III	200.00	TON	.	.
0340	02562	SIGNS	660.00	SQFT	.	.
0350	02567	DELINEATOR POSTS FLEXIBLE	26.00	EACH	.	.
0360	02598	FABRIC-GEOTEXTILE TYPE III	8,100.00	SQYD	.	.
0370	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	.	.
0380	02654	TRUCK MOUNTED ATTENUATOR	2.00	EACH	.	.
0390	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH	.	.
0400	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS	.	.
0410	02696	SHOULDER RUMBLE STRIPS-SAWED	108,080.00	LF	.	.
0420	02701	TEMP SILT FENCE	3,000.00	LF	.	.
0430	02703	SILT TRAP TYPE A	67.00	EACH	.	.
0440	02704	SILT TRAP TYPE B	67.00	EACH	.	.
0450	02705	SILT TRAP TYPE C	32.00	EACH	.	.
0460	02706	CLEAN SILT TRAP TYPE A	67.00	EACH	.	.
0470	02707	CLEAN SILT TRAP TYPE B	67.00	EACH	.	.
0480	02708	CLEAN SILT TRAP TYPE C	32.00	EACH	.	.
0490	02709	CLEAN TEMP SILT FENCE	3,000.00	LF	.	.
0500	02726	STAKING	1.00	LS	.	.
0510	03171	CONCRETE BARRIER WALL TYPE 9T	2,080.00	LF	.	.
0520	03247	REPAIR BLOWUP	1,027.00	SQYD	.	.

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 3

Contract ID: 08-1118

BARREN COUNTY

IM 065-2 (070)

Letting: 4/18/08

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

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0530	05950	EROSION CONTROL BLANKET	67,002.00	SQYD	.	.
0540	05952	TEMP MULCH	380,000.00	SQYD	.	.
0550	05966	TOPDRESSING FERTILIZER	19.67	TON	.	.
0560	05985	SEEDING AND PROTECTION	380,000.00	SQYD	.	.
0570	06511	PAVE STRIPING-TEMP PAINT-6 IN	124,500.00	LF	.	.
0580	06550	PAVE STRIPING-TEMP REM TAPE-W	4,000.00	LF	.	.
0590	06551	PAVE STRIPING-TEMP REM TAPE-Y	4,000.00	LF	.	.
0600	06592	PAVEMENT MARKER TYPE V-B W/R	680.00	EACH	.	.
0610	10000NS	LOT PAY ADJUSTMENT	60,574.00	DOLL	1.0000	60,574.00
0620	10005NS	RIDE QUALITY ADJUSTMENT ASPHALT	52,066.00	DOLL	1.0000	52,066.00
0630	10020NS	FUEL ADJUSTMENT	55,152.00	DOLL	1.0000	55,152.00
0640	10030NS	ASPHALT ADJUSTMENT	109,033.00	DOLL	1.0000	109,033.00
0650	20629NS719	THRIE BEAM TO W BEAM CONNECTOR	16.00	EACH	.	.
0660	20758ED	REMOVE AND RESET PERF PIPE HEADWALL	10.00	EACH	.	.
0670	21380ES719	GUARDRAIL THRIE BEAM SINGLE FACE	1,344.00	LF	.	.
0680	21549EN	POTHOLE PATCHING	900.00	SQYD	.	.
0690	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	18,350.00	LF	.	.
0700	22664EN	WATER BLASTING EXISTING STRIPE	12,000.00	LF	.	.
0710	22854EN	PAVE STRIPE PERM-6 IN HD21-WHITE	76,450.00	LF	.	.
0720	22855EN	PAVE STRIPE PERM-6 IN HD21-YELLOW	54,600.00	LF	.	.
0730	23019EN	ASPHALT MILLING AND TEXTURING	102,952.00	SQYD	.	.
0740	23020EN	TRIM AND REMOVE TREES AND BRUSH	74.00	ACRE	.	.
		TRAFFIC LOOPS			.	.
0750	04793	CONDUIT-1 1/4 IN	64.00	LF	.	.
0760	04820	TRENCHING AND BACKFILLING	50.00	LF	.	.

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 4

Contract ID: 08-1118

BARREN COUNTY

IM 065-2 (070)

Letting: 4/18/08

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

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0770	04829	PIEZOELECTRIC SENSOR	8.00	EACH	.	.
0780	04830	LOOP WIRE	1,336.00	LF	.	.
0790	04895	LOOP SAW SLOT AND FILL	362.00	LF	.	.
0800	20468EC	JUNCTION BOX-10 X 8 X 4	2.00	EACH	.	.
		DEMobilIZATION AND MOBILIZATION			.	.
0810	02568	MOBILIZATION	1.00	LS	.	.
0820	02569	DEMobilIZATION	1.00	LS	.	.
TOTAL BID					\$.

PART VII
CERTIFICATIONS

PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

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

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

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

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under
(Name of officer signing certification) (Title)

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

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

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

(Signature)

(Title)

REVISED: 8-23-89

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under
(Name of officer signing certification) (Title)

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

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

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

(Signature)

(Title)

REVISED: 8-23-89

CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

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

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

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

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

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

Exceptions: _____

(Signature)

(Title)

CERTIFICATION OF PERFORMANCE

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

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

(Company)

By: _____

(Title)

Date: _____

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

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

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

CERTIFICATION FOR FEDERAL-AID CONTRACT

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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

(Signature)

(Title)

CERTIFICATION OF BID PROPOSAL / DBE

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

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

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

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

- No Addendum(s) have been posted

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

Name of Contracting Firm

BY: _____
Authorized Agent (Signature) Title

Address City State Zip Code

Telephone Number

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

DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations require that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49 CFR 26:11) for each federally funded project awarded.

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprises) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502) 564-3601.