



**CALL NO. 100**

**CONTRACT ID. 071007**

**CAMPBELL COUNTY**

**FED/STATE PROJECT NUMBER IM 471-4(32) 0**

**LETTING DATE: April 20, 2007**

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1<sup>st</sup> floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME April 20, 2007. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

**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

## TABLE OF CONTENTS

PART I	SCOPE OF WORK
	<ul style="list-style-type: none"><li>• PROJECT(S), COMPLETION DATE(S), &amp; LIQUIDATED DAMAGES</li><li>• CONTRACT NOTES</li><li>• CONTRACT DBE GOAL</li><li>• FEDERAL CONTRACT NOTES</li><li>• GENERAL DBE PARTICIPATION PLAN</li><li>• SPECIAL NOTE(S) APPLICABLE TO PROJECT</li><li>• RAILROAD NOTES</li><li>• RIGHT OF WAY NOTES</li><li>• SKETCH MAP(S)</li></ul>
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none"><li>• SUPPLEMENTAL SPECIFICATIONS</li></ul>
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
	<ul style="list-style-type: none"><li>• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273</li><li>• NONDISCRIMINATION OF EMPLOYEES</li><li>• EXECUTIVE BRANCH CODE OF ETHICS</li><li>• PROJECT WAGE RATES</li><li>• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO</li></ul>
PART IV	INSURANCE
PART V	STATEMENT OF INCOMPLETED WORK
PART VI	BID ITEMS
PART VII	CERTIFICATION
	<ul style="list-style-type: none"><li>• PROVISIONS RELATED TO SENATE BILL 258 (1994)</li><li>• NON-COLLUSION CERTIFICATION</li><li>• CERTIFICATION OF ORGANIZATION(S)</li><li>• CERTIFICATION OF PERFORMANCE</li><li>• CERTIFICATION FOR FEDERAL-AID CONTRACTS</li><li>• CERTIFICATION OF BID PROPOSAL / DBE</li></ul>

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

CONTRACT ID - 071007

ADMINISTRATIVE DISTRICT - 06

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - CAMPBELL

IM 471-4(32) 0

HIGHLAND HEIGHTS-NEWPORT ROAD (I-471) CLEANING AND PAINTING OF VARIOUS BRIDGES ON I-471.

BRIDGE PAINTING & CLEANING. SYP NO. 06-00008.00.

GEOGRAPHIC COORDINATES LATITUDE 39^05'00" LONGITUDE 84^28'00"

COMPLETION DATE(S) AND LIQUIDATED DAMAGES ESTABLISHED:

COMPLETION DATE - August 31, 2007

APPLIES TO ENTIRE CONTRACT

SEE STANDARD SPECIFICATIONS FOR LIQUIDATED DAMAGES

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

### **CONTRACT DBE GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 1 % of the total value of the contract.

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

### **FEDERAL CONTRACT NOTES**

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the 2004 Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating  
102.08 Irregular Proposals  
102.09 Proposal Guaranty

102.10 Delivery of Proposals  
102.14 Disqualification of Bidders

### **CIVIL RIGHTS ACT OF 1964**

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **FHWA 1273**

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

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



5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

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

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

#### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;

4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

#### **FAILURE TO MEET GOOD FAITH REQUIREMENT**

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

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

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

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

**SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT**

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

### **DEFAULT OR DECERTIFICATION OF THE DBE**

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



**BRIDGE CLEANING AND PAINTING**

**DISTRICT NO. 6**

**Campbell County**

**IM 471- 4 (032) 0**  
**FD52 019 0471 000-005**

**MP 019 0471 B00055 004.03**

CSX Railroad over Interstate 471

Geographic Coordinates

Latitude – 39° 05.8'

Longitude – 84° 28.3'

Description

104 Ft and 104 Ft Comp WF Girder Spans

**MP 019 0471 B00054 003.86**

Route 1120 (Memorial Parkway) over Interstate 471

Geographic Coordinates

Latitude – 39° 05.5'

Longitude – 84° 28.5'

Description

138 Ft and 143 Ft Steel Girder Spans

**MP 019 0471 B00052N 003.20**

Interstate 471 over KY 1892 (Grande Ave.) and ramp

Geographic Coordinates

Latitude – 39° 05.1'

Longitude – 84° 28.1'

Description

148.5 Ft and 152 Ft Steel Girder Spans

**MP 019 0471 B00052P 003.20**

Interstate 471 over KY 1892 (Grande Ave.) and ramp

Geographic Coordinates

Latitude – 39° 05.1'

Longitude – 84° 28.1'

Description

148.5 Ft and 152 Ft Steel Girder Spans

**MP 019 0471 B00051 003.08**

Interstate 471 ramp over KY 1892 (Grande Ave.)

Geographic Coordinates

Latitude – 39° 05.0'

Longitude – 84° 28.0'

Description

147 Ft Steel Girder Span

**MP 019 0471 B00050 002.38**

Highland Ave. Over Interstate 471

Geographic Coordinates

Latitude – 39° 04.5'

Longitude – 84° 27.4'

Description

34 ft, 25 ft, 25 ft, and 36 ft steel stringer spans and 174 steel arch span

**MP 019 0471 B00049N 001.74**

Interstate 471 over US 27

Geographic Coordinates

Latitude – 39° 04.0'

Longitude – 84° 27.5'

Description

95 ft, 158 ft, and 95 ft Steel Girder Span

**MP 019 0471 B00049P 001.74**

Interstate 471 over US 27

Geographic Coordinates

Latitude – 39° 04.0'

Longitude – 84° 27.5'

Description

95 ft, 158 ft, and 95 ft Steel Girder Span

**SPECIAL NOTES FOR CLEANING AND PAINTING**

**District 6**

**Campbell County  
IM 471- 4 (032) 0  
FD52 019 0471 000-005**

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

SPECIAL NOTE FOR SURFACES TO BE EXCLUDED FROM SURFACE  
PREPARATION AND PAINTING

SPECIAL NOTE FOR SURFACE PREPARATION RESIDUE MANAGEMENT

SPECIAL NOTE FOR QUALITY CONTROL

SPECIAL NOTE FOR PAINT

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY  
REGULATIONS

SPECIAL NOTE FOR PRE-BID CONFERENCE

SPECIAL NOTE FOR PAYMENT

SPECIAL NOTE FOR UTILITIES AND SIGNS

GENERAL NOTE FOR CONTROLLING AND MAINTAINING TRAFFIC



### **SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING**

Bidders must be Pre-qualified under 18B – Bridge Painting to have a bid opened and read.

The contractor must retain staff meeting the requirements listed below for the duration of this contract. Any production work conducted while not meeting these requirements is not eligible for payment. Company personnel must have been directly responsible for field operations of a bridge painting project;

1. Over a river or having multiple structures (more than three),
2. Having specific containment requirements, and
3. Maintaining vehicular traffic.

The projects must have been completed to the facility owners' satisfaction

## **SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION**

Clean and paint all structural steel in accordance with the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction (current edition), and the following requirements:

### **A. SUBMITTALS**

The Contractor will submit the following written items to the Project Engineer by the Pre-Construction Conference:

1. A detailed Progress of Work Schedule. The Work Schedule will be reviewed for approval by the Engineer prior to beginning any work.
2. Traffic Control Plan. The Traffic Control Plan, including any detour plans, will be reviewed for approval by the Engineer prior to beginning any work.
3. Worker Protection Plan. The Worker Protection Plan will be reviewed by the Engineer prior to beginning any work.
4. Environmental Compliance Plan, including a Waste Management and a Ground Water Protection Plan. The Environmental Compliance Plans will be reviewed by the Engineer prior to beginning any work.
5. Manufacturers' recommended Film Thickness and application conditions for the coating system to be used.

### **B. CONTAINMENT**

**Totally enclose all** structural steel during all phases of the work. Use containment that meets the criteria for **SSPC Guide 6 – Containment Classification Class 2A** for cleaning and painting of structural steel bridges.

Air Pressure- Negative air pressure meeting the requirements for Type H2 will be maintained.

Air Movement- A minimum air movement in containment is not specified but the contractor will demonstrate that the air movement in the containment will provide the necessary engineering control to comply with OSHA worker safety requirements (i.e., lead standards as required by 29 CFR 1926).

Emissions - Quantity of emissions from containment for structural steel bridges will be assessed using Method A – Visible Emissions of SSPC Guide 6 - Level 1 Emissions. Emissions will be monitored for at least 15 minutes and reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**) at least once for every four (4) hours of cleaning and painting.

Quantity of emissions from containment will be assessed using Method G – Visual Assessment of Site Cleanliness. Results of the Method G assessment will be reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**).

Observance of emissions at any time may require (at the discretion of the Engineer) that cleaning and painting cease until the containment is sufficient to prevent emissions.

Provide proper (OSHA COMPLIANT) lighting on all operations (i.e. surface preparation, painting and inspection). Lighting for QA inspection will meet the criteria described in SSPC Guide 12 (Guide for Illumination of Industrial Painting Projects) for inspection.

The contractor will provide OSHA compliant safe access for all cleaning, painting, and inspections.

Collect wastes and residue deposited on the containment materials daily. In addition, clean containment materials prior to moving/dismantling. The Engineer may direct additional cleaning as conditions warrant.

## **C. SURFACE PREPARATION**

### **Solvent Cleaning**

Prior to using any of the methods of substrate preparation specified herein, remove visible grease and oil from the surface. Clean the surface in accordance with SSPC-SP 1 to remove oil, grease, and any other surface contaminants. Use only solvents or detergents that are acceptable to the coating manufacturer and the Department. Use clean cloths for the final wiping of the cleaned surface. Collect, handle, store, and dispose of all cleaning materials as hazardous waste.

### **Compressed Air**

When compressed air is used for any work, use only compressed air that is free from oil and/or water. Verify the cleanliness of the compressed air in accordance with ASTM D 4285 (blotter test). Verify the cleanliness of the compressed air at least once per shift per compressor or as directed by the Engineer.

### **Abrasive Blast Cleaning**

Abrasive blast clean all structural steel to an SSPC-SP 6/NACE NO. 3 “Commercial Blast Cleaning” standard as described in the current SSPC documents. After blast cleaning, remove all surface imperfections that remain (e.g. sharp fins, sharp edges, weld splatter, burning slag, scabs, slivers, etc.).

## **D. COLLECTION, HANDLING, STORAGE, TRANSPORT AND DISPOSAL OF INDUSTRIAL WASTES (SEE SPECIAL NOTES FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS)**

All wastes are to be collected and placed in appropriate containers on a daily basis. (See **SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS**).

### **Industrial waste**

Dispose of industrial wastes (non-hazardous wastes) such as paint buckets, paint-contaminated rags, rollers, clogged spray hoses and brushes. Store industrial waste in appropriate containers, and appropriately labeled, prior to disposal. Industrial waste containers not covered or designed to prohibit entry of water, must be included in and comply with Ground Water Protection requirements (see **SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS - D. Groundwater Protection**).

## E. PAINT APPLICATION

Do not paint areas until they have been inspected and approved by the Engineer. Apply paint only to clean, dry surfaces. Ensure that the appropriate surface condition, as described in the Abrasive Blast Cleaning section, is present at the time of primer application (i.e. re-treat if rust-back occurs). Apply a Class II (Type III or Type IV) system from the approved list referenced in the **SPECIAL NOTES FOR PAINT** and consisting of:

1. **Prime Coat** --Paint all structural steel with one (1) full prime coat applied within manufacturers recommended dry film thickness range (see **SPECIAL NOTES FOR PAINT**) and conditions.
2. **Finish Coat** - Paint all structural steel with one (1) full finish coat applied within manufacturers recommended dry film thickness range (see **SPECIAL NOTES FOR PAINT**) and conditions.

The coating will be gray closely approaching Federal Standard No. 595B-X6187.

**Damages** - Take all steps necessary to preclude damage to public property from paint overspray. Those steps may include changes in the type of containment or cessation of spraying operations. The contractor is solely responsible for any damages arising from the painting operations.

**Repair of paint defects** - Repair all defects in new paint.

## F. PAINT STORAGE, HANDLING, SAMPLING, MIXING AND THINNING

Establish a paint storage site for receiving and storing paint delivered for use on the project. Locate the paint storage site separate from the job site. Receive all new paint at the storage site for inventory and acceptance testing. At that time, have the Contractor's QC inspector (**SEE SPECIAL NOTES FOR QUALITY CONTROL**) and the Department's inspectors independently inventory the supplied paint by batch number and quantities delivered. Their tallies should be compared and any differences resolved. The Department's inspector examines all paint containers delivered and rejects those with 1) broken seals, 2) rust, 3) altered, missing or illegible batch numbers or labels and 4) dents. The Department's inspector numbers and initials each container with an indelible marker. A representative of the Department samples each lot of material (**SEE SPECIAL NOTES FOR PAINT**). Label rejected paint containers "REJECTED" and dispose of them promptly. Store unapproved or rejected containers of paint separately from those that are approved. Allow no paint at the actual job site until the Division of Materials has approved it.

Have both the Contractor's QC inspector and the Department's inspector conduct a daily start-up inventory of containers of approved paint brought to the job site noting batch numbers and the Department inspector's container number. At the end of the work day, have the QC inspector and the Department's inspector conduct another inventory noting the number of paint containers expended, Department inspector's inventory numbers, and

types of paint. Inventory paint containers brought on the job site and not used. Re-inventory those when they are taken back to the job site to be used.

The addition of solvents to paint is permitted **only** by written approval from the Engineer. Use only new solvents supplied by the paint manufacturer. Add solvents at the job site in the presence of the Department inspector. Use only solvents from new, unopened containers with the solvent manufacturer's labeling intact. The QC inspector will record locations where solvent-thinned paint was used.

Keep solvents used for cleaning at the job site in sealed containers away from mixing operations. Collect solvents used to clean brushes, rollers, or spray equipment in sealed containers and store them as a hazardous waste.

The paint manufacturer is required to provide a technical representative at the job site when requested by the contractor or the Department at no additional cost to the Department.

#### **G. WORKMANSHIP**

All structural steel surfaces are to be properly cleaned and painted to the satisfaction of the Engineer. There will be no provision for missed areas or substandard work regardless of size of the area in question. All improperly prepared or painted surfaces are to be repaired to meet the provisions of this specification.

Allowable field variation of the color of all cured finish coats on structural steel will be  $1.5 \Delta E_{cmc}$ . These values shall be obtained from a spectrophotometer utilizing a D65 illuminant at  $45^\circ$  illumination and  $0^\circ$  viewing with a  $2^\circ$  observer. The reference for this test will be readings obtained on the initial test patch (**SEE SPECIAL NOTES FOR QUALITY CONTROL**). Surfaces with finish coats with color variations exceeding the  $1.5 \Delta E_{cmc}$  value will be repainted at the option of the Engineer.

**SPECIAL NOTE FOR SURFACES TO BE EXCLUDED FROM SURFACE  
PREPARATION AND PAINTING**

The tubular hand rail, at track level, for B00055 will not be cleaned or painted.

Inside of structural steel boxes at B00050 will not be cleaned or painted.

## **SPECIAL NOTE FOR SURFACE PREPARATION RESIDUE MANAGEMENT**

The surface preparation debris generated at these bridges will be transported and recycled as a commercial substitute material in a recycling effort. All waste/debris collection, handling, storage, transportation, and disposal are the responsibility of the contractor.

### **Abrasive Media**

Use clean, dry, uniformly graded recyclable steel grit abrasives for blast cleaning that are free of oil, soluble salts and other similar substances which could contaminate the blasted surface.

### **Collection, Handling, and Storage of Wastes and Surface Preparation Debris**

Have a "Competent Person for lead abatement" as defined by OSHA 1926.62 on site during any operations which disturb lead. The "competent person" will have successfully completed the SSPC C3 "Supervisor/Competent Person Training for Deleading of Industrial Structures" or equivalent training.

All surface preparation debris are to be collected separate from waste materials and placed in appropriate containers on a daily basis. (See **SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS**).

### **Surface preparation debris**

Surface preparation debris are to be separated from all wastes. While on-site, the surface preparation debris are to be managed as lead containing material. Precautions are to be taken to protect employees and the public from exposure to lead. Handling and storage of surface preparation debris are to be accomplished to prevent releases to the environment.

The Department will provide a site on its property for the Contractor to erect a temporary storage facility. Store surface preparation debris and hazardous wastes at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with Standard Drawing No. RFC-001-07 of the Kentucky Department of Highways Standard Drawings Book, with the **exception that concrete is not required for installation of posts**. The fence of the storage area must be firmly attached to metal posts and have a locked gate. The gate must be secured to the fence post by a chain and a lock. Each side of the enclosure is to have appropriate placarding forbidding unauthorized entrance and announcing that the area is a storage site for lead and hazardous wastes. Cover the ground where the containers will be stored with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. Drums will be set on skids that are placed on the tarpaulin. There must be adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. Areas around roll off containers will be covered with tarpaulins. Tarpaulins are to be cleaned daily to remove collected lead bearing debris. The storage area is to be maintained/operated to prevent releases. The storage area must have a spill clean-up kit. The kit must include, but not be limited to shovel, broom, dustpan and

absorbent material for solvents. There must be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated temporary storage facility must be constructed and accepted by the Engineer prior to the onset of operations at the job site. Maintain the temporary storage facility during the active cleaning and painting of the bridge and return the site to its original state when the work is completed.

The Contractor is solely responsible for the management and the disposal of all surface preparation debris and hazardous waste generated during the cleaning and painting operations. Hazardous wastes are to be managed in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations.

The Contractor is responsible for furnishing appropriate U.S. DOT-specified containers that are made or lined with materials that are compatible with the surface preparation debris per 49CFR173.213 (non-bulk containers) or 49CFR173.240 (bulk containers). All surface preparation debris collected at the job site will be placed in those containers for transport to the storage site. Prior to the transfer of the containers of surface preparation debris from the job site to the storage area, the containers will be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of 49CFR172.301 (non-bulk containers) or 49CFR172.302 (bulk containers). The Contractor must check with the recycler and the transporter to insure that containers acceptable to both parties are employed.

The Contractor is responsible for the quality of the surface preparation debris placed in disposal containers. Under NO circumstances should that debris become wet or be co-mingled with miscellaneous wastes.

### **Transportation and recycling**

All surface preparation debris will be transported for recycling within 90 days of initial container filling operations. The contractor will contact the recycler to arrange for the delivery of the surface preparation debris. The recycler is: The Doe Run Company: Resource Recycling Division, HC1 Box 1395, HWY 10K, Boss, MO 65440, phone (573) 626-4813, fax (573) 626-3304, email [www.doerun.com](http://www.doerun.com). The contractor will complete the Doe Run Supplier Profile Form and provide copies of it to both Doe Run and the Engineer prior to transporting the surface preparation debris.

The contractor will select a registered hazardous material (HAZMAT) transporter for transportation of the surface preparation debris. The contractor will provide the necessary waste storage/transportation containers. The contractor will arrange for the pick-up of the containers and delivery to the recycler.

**NOTE: The contractor is responsible for the condition of the surface preparation debris provided to the recycler. Surface preparation debris that is wet debris or that is co-mingled with other waste will be rejected by the recycler. If that occurs, the contractor must dispose of the debris as a hazardous waste. The contractor must promptly inform the Engineer in that event so that KYTC can obtain the proper permitting from the Kentucky Environmental and Public Protection Cabinet.**



**Additionally, the contractor will be responsible for all transportation costs, hazardous waste disposal costs and fines that are incurred.**

The contractor will supply the Engineer with all weight tickets for the commercial substitute material transported and delivered to the recycler and all Certificates of Recycling issued by the recycler for material deliveries related to this project. Final partial payment of 15% for the project will not be released until the Engineer receives those documents.

## **SPECIAL NOTE FOR QUALITY CONTROL**

The contractor will provide QC inspectors to monitor all work, insure that all work is completed in accordance with the Special Notes and Standard Specifications, and record inspection results. The QC inspector(s) may not perform production work that requires QC/QA inspection. The Department's (QA) inspector will conduct in-progress reviews of the Contractor's operations and perform follow-up quality assurance (QA) inspections after the QC inspector has certified that a portion of work is complete.

**Progress of Work** - Work shall proceed by sections, bays or other readily identifiable parts of the structure. All work will proceed from top to bottom of the structure. The work will be broken down into adjacent sections (control areas) separated by bulkheads. Bulkheads will be sealed to the containment and meet all **SSPC Guide 6 – Containment Classification Class 2A** requirements. Only one phase of work will be permitted in a given control area at any time.

In any control area, Quality Control Point inspection and approval must precede the start of succeeding phases of work. Quality Control Points are progress milestones that occur when one phase of work is complete and ready for inspection prior to continuing with the next operational step. At those points, the Contractor will provide the Departments QA inspectors with OSHA compliant access to inspect all pertinent surfaces. If QA inspection indicates a deficiency, that phase of the work shall be corrected and re-inspected prior to beginning the next phase of work.

### ***Quality Control Point***

### ***QC Inspection Function***

- |                                           |                                                                                  |
|-------------------------------------------|----------------------------------------------------------------------------------|
| 1. Surface Preparation                    |                                                                                  |
| A. Solvent Cleaning                       | Visually inspect.                                                                |
| B. Abrasive Blast Cleaning                | Measure profile<br>Visually inspect for cleanliness.                             |
| 2. Full Prime Coat Application            | Check for dry film thickness, and defects in paint                               |
| 3. Full Intermediate Coat (if applicable) | Check for dry film thickness, and defects in paint                               |
| 4. Finish Coat Application                | Check for dry film thickness, paint appearance, color and quality of application |

Three anchor profile measurements per shift will be taken for the first 5,000 ft<sup>2</sup> of production. After 5,000 ft<sup>2</sup> of surface preparation have been completed and accepted by the Engineer, one anchor profile measurement per 5,000 ft<sup>2</sup> area or portion of an area will be taken. The Engineer may request additional measurements at any time.

The QC Inspector will inspect prepared surfaces to determine whether those conform to the specification (see **SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION**). Inspect each individual coat of paint using a Type II Magnetic Dry Film Thickness Gage according to SSPC PA 2 with the exception that PA

2 will be applied to each control area. Inspect for areas of incomplete coating coverage and coating defects. The Engineer may request tests, including destructive DFT tests, at additional sites or he may elect to perform additional tests.

The QC inspector will maintain a handwritten record of all-painting activities, operations and inspections in the log book(s). At a minimum, the following information must be recorded:

1. all paint inventory and approval information,
2. daily records of ambient conditions (including all measurements taken),
3. daily progress of work information including start-up/shut-down times, bridge locations by control numbers, structural steel components by proper terminology and pertinent operations by control points, and
4. QC inspection information including evaluations at control points, rework comments, or approvals.

Make entries on consecutive pages of the logbook (in indelible ink) and make corrections by marking through mistakes with a single line. Do not remove pages or erase or obliterate entries in the logbook.

The QC inspector and QA inspector will jointly assign adjacent control areas consecutive numbers and a short description defining their location. After completion of a phase of work in a control area, the QC inspector will perform an inspection and will determine whether the area has been satisfactorily prepared. If work in a control area is unsatisfactory, the QC inspector will require the contractor to make the necessary corrections. That process will be repeated as necessary until suitable corrections have been made. Maintain all logbooks at the job site at all times during the project. Make those available, upon request, to the Department's representatives. At the end of the project, submit all such logs to the Engineer for his review and records.

**Test Patch** - Prior to initiation of painting, prepare at least one test patch to serve as a standard for reference during the balance of the painting operations. Locate the test patch at an accessible area incorporating surface types of the project. Use the specified surface preparation on a surface with at least 20 ft<sup>2</sup> per application method per coating plus 20 ft<sup>2</sup> for surface preparation.

When Central office personnel, District Office personnel, QC inspector, and the QA inspector, agree that the appropriate level of cleanliness and surface preparation have been achieved, the contractor will apply a clear sealer, supplied by the coatings manufacturer, to at least 20 ft<sup>2</sup> of the prepared surface. The contractor will then apply coating to the remainder (at least 20-ft<sup>2</sup>) of the test patch. Set aside the test patch area as a standard for proper application and appearance. Do not paint the reference areas until the balance of the project is completed. After the project is complete, re-blast the area of the test patch with clear sealer, and apply all specified coatings. Apply all coatings, including the clear sealer, in the presence of Central Office personnel, District Office personnel, the QA inspector, QC inspector, and a technical representative of the paint manufacturer.

### **SPECIAL NOTE FOR PAINT**

Use a coatings system from an approved supplier. A list of approved suppliers may be found in the Department's List of Approved Materials maintained by the Division of Materials. All paint supplied must conform to the applicable Special Notes contained in this proposal. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials will perform acceptance testing. At his option, the Engineer may elect to conduct more frequent sampling and testing. Test samples will be taken at the Contractor's paint storage site. Department personnel will perform sampling. Allow (10) working days for testing and approval of the sampled paint.

**Note: It is the Contractor's responsibility to maintain an adequate inventory of approved paint. The Department assumes no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process.**

## **SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS**

### **(A) Governing regulations**

The existing paint in this project may contain lead, which is classified as a hazardous (toxic) material. Be knowledgeable of and comply with, all lead-related environmental and health regulations governing the Contractor's operations. Comply with regulations current at the time the work is performed and all requirements herein. Collect, transport to waste storage sites, and store hazardous wastes in accordance with applicable environmental and health regulations. The contractor is solely responsible for collection, transport, storage and disposal of all industrial wastes.

### **(B) Liabilities and Obligations**

The contractor is solely responsible for compliance with all applicable environmental and health regulations to the satisfaction of the applicable government regulatory agencies and the Department. The Department assumes no obligations or liabilities for work stoppages due to enforcement actions by government regulatory agencies or to related delays that the Department deems necessary.

### **(C) State and Local Regulatory Agencies**

State and local regulatory agencies charged with enforcing **most** regulations affecting the generation of hazardous wastes and worker safety issues are:

Kentucky Occupational Safety and Health Program, Labor Cabinet,  
Commonwealth of Kentucky, Frankfort, Kentucky.

Environmental and Public Protection Cabinet, Commonwealth of  
Kentucky, Frankfort, Kentucky.

### **(D) Groundwater Protection**

The contractor will prepare and implement a groundwater protection plan in accordance with 401 KAR 5:037, with the exception that hazardous waste or hazardous materials container volume is not limited to greater than 55 gallons or weight to 100 pounds.

**SPECIAL NOTE FOR PRE-BID CONFERENCE  
DISTRICT 6**

The Department will conduct a Pre-Bid Conference and Field Review of the subject project on February 23<sup>rd</sup>, at 10:00 AM. at;  
Kentucky Department of Highways  
District Office (6)  
421 Buttermilk Pike  
P.O. Box 17130  
Covington, KY 41017-0130

Any company that is interested in bidding on the subject project or being part of a joint venture must be represented at the conference by at least **one person of sufficient authority to bind the company**. No individual can represent more than one company. At the conference and, during the subsequent field review of the subject bridges, a roster will be taken of the representatives present. **Only companies represented at the conference and during the field review will be eligible to have their bids opened at the date of letting.**

During the field review, the company representatives and Department of Highways officials will travel to all the project sites. The field review is not intended for bid estimation.

The purpose of the conference and field review is to familiarize all prospective bidders with the contract requirements and the location and condition of all structures within the scope of the contract.

Department of Highways officials present at the conference and during the field review will answer questions concerning the projects.

### **SPECIAL NOTE FOR PAYMENT**

Payment for cleaning and painting structural steel will be according to Standard Specifications for Road and Bridge Construction (2004) Section 614.05 with the following modification to Section 614.05.

Two-Coat Field Applied System. Partial payments will based on acceptance of the following:

Surface Preparation	35%
Prime Coat	25%
Finish Coat	25%
De-rigging, touch-up of de-rigging marks and damage, and Environmental documentation	15%

**SPECIAL NOTE FOR UTILITIES AND SIGNS**

Protect all utilities, traffic lighting, and traffic signs from damage. Maintain all functional lighting and signs.



## **GENERAL NOTE FOR CONTROLLING AND MAINTAINING TRAFFIC**

All lane closures on this project shall be in accordance with Kentucky Department of Highways Drawings No. TTC-115 and the **FHWA MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES** (current editions). Lane closures should be used only when absolutely necessary and kept to the shortest duration possible in order to minimize disruption to the traveling public. No work will be conducted over unprotected traffic at any location.

Structure specific traffic control and lane closure notes

### **B00055**

Southbound off-ramp from I-471 to Memorial Parkway may be closed up to 4 consecutive days which shall include weekend days. Traffic is to be detoured via Grand Avenue and Northbound I-471.

Cover Southbound ramp sign when ramp is closed.

One Southbound lane may be closed from 8:00 pm until 6:00 am Monday through Friday.

A second Southbound adjacent lane may be closed from 9:00 pm until 5:00 am Monday through Friday.

Southbound single or double lanes closures are allowed from 9:00 pm until 9:00 am Friday night to Saturday morning and Saturday night to Sunday morning.

Northbound on-ramp from Memorial Parkway to North bound I-471 may be closed up to 4 consecutive days which shall include weekend days. Traffic is to be detoured via Southbound I-471 and Grand Avenue.

One Northbound lane may be closed from 8:00 pm until 5:00 am Monday through Friday.

A second Northbound adjacent lane may be closed from 9:00 pm until 5:00 am Monday through Friday.

Northbound single or double lanes closures are allowed from 9:00 pm until 9:00 am Friday night to Saturday morning and Saturday night to Sunday morning.

Local emergency response agencies, schools, cities and media will be notified, as to the scheduled closing time, in writing, by the contractor a minimum of 14 days in advance of any ramp closures, and notified within 12 hours when the ramp is reopened. A sign will be posted on the closed route 14 days in advance indicating the closure schedule.

### **B00054**

One Southbound lane may be closed from 8:00 pm until 6:00 am Monday through Friday.

A second Southbound adjacent lane may be closed from 9:00 pm until 5:00 am Monday through Friday.

Southbound single or double lanes closures are allowed from 9:00 pm until 9:00 am Friday night to Saturday morning and Saturday night to Sunday morning.

One Northbound lane may be closed from 8:00 pm until 5:00 am Monday through Friday.

A second Northbound adjacent lane may be closed from 9:00 pm until 5:00 am Monday through Friday.

Northbound single or double lanes closures are allowed from 9:00 pm until 9:00 am Friday night to Saturday morning and Saturday night to Sunday morning.

**B00052N and B00052P**

All work will be performed from Grand Avenue.

No lanes may be closed at these structures while either ramp on Memorial Parkway is closed.

Maintain one usable 12 foot through-lane in each direction on Grand Avenue at all times.

Maintain the left turn lane from Grand Avenue to the South-bound I-471 on ramp.

Through-lane closures on Grand Avenue at this structure will be allowed for 14 consecutive days.

The Northbound exit ramp to Westbound Grand Avenue may be closed for 7 consecutive days. All work from the abutment to and including the right through lane will be completed during the ramp closure. The ramp closure must occur within the 14 consecutive day through-lane closure. Traffic is to be detoured via Northbound I-471 and Memorial Parkway and/or via Eastbound Grand Avenue to US 27.

Local emergency response agencies, schools, cities and media will be notified, as to the scheduled closing time, in writing, by the contractor a minimum of 14 days in advance of any ramp closures, and notified within 12 hours when the ramp is reopened. A sign will be posted on the closed route 14 days in advance indicating the closure schedule.

**B00051**

All work will be performed from Grand Avenue.

No lanes may be closed at this structure while either ramp on Memorial Parkway is closed.

No lanes may be closed at this structure while lanes are closed on US 27

Maintain one usable 12 foot through-lane in each direction on Grand Avenue at all times.

The left turn from Grand Avenue Eastbound to I-471 Northbound ramp may be closed for 4 consecutive days which shall include weekend days. Traffic is to be detoured via Southbound I-471 and US 27 and/or via Eastbound Grand Avenue to US 27 to I-471 Northbound.

The contractor will place all and maintain all signing as directed by the Engineer.

Local emergency response agencies, schools, cities and media will be notified, as to the scheduled closing time, in writing, by the contractor a minimum of 14 days in advance of any ramp closures, and notified within 12 hours when the ramp is reopened. A sign will be posted on the closed route 14 days in advance indicating the closure schedule.

**B00050**

All equipment will be staged on Highland Avenue.

For the purpose of placing rigging and containment only, lane closures on I-471 will be allowed for the following times.

One Southbound lane may be closed from 8:00 pm until 6:00 am Monday through Friday.

A second Southbound adjacent lane may be closed from 9:00 pm until 5:00 am Monday through Friday.

Southbound single or double lanes closures are allowed from 9:00 pm until 9:00 am Friday night to Saturday morning and Saturday night to Sunday morning.

One Northbound lane may be closed from 8:00 pm until 5:00 am Monday through Friday.

A second Northbound adjacent lane may be closed from 9:00 pm until 5:00 am Monday through Friday.

Northbound single or double lanes closures are allowed from 9:00 pm until 9:00 am Friday night to Saturday morning and Saturday night to Sunday morning.

Maintain a minimum of 16.5 ft vertical clearance for I-471 traffic at all time.

Maintain one usable 11 foot through-lane on Highland Avenue in each direction and one pedestrian walk way at all times. Maintain three lanes in each direction on I471 at all times. Work will be conducted from Highland Avenue. When necessary use a shoulder closure on I-471.

**B00049N and B00049P**

All work will be performed from US 27.

Maintain one usable 12 foot through-lane at all times.  
Maintain left turn lanes on US 27 at all times.

No lane closures or ramp closures at this structure are allowed at this structure while the Grand Avenue ramp is closed.

No traffic lanes will be closed Friday through Monday, and any additional days indicated, for the following weekends or holidays:

**2007**

**Dates to be announced**

**Easter weekend**

**May 25 – 28, 2007**

**Memorial Day weekend**

**July 3 – 4, 2007**

**Independence Day**

**September 1 – September 3, 2007**

**Labor day weekend**

**November 22 – 25, 2007**

**Thanksgiving Day weekend**

**December 21-25, 2007**

**Christmas weekend**

Temporary lane closures and ramp closures exceeding the time allotted for the times and dates described above will be assessed a penalty as follows:

1 <sup>st</sup> 15 minutes:	\$5,000
2 <sup>nd</sup> 15 minutes:	\$7,500
3 <sup>rd</sup> 15 minutes:	\$10,000
4 <sup>th</sup> 15 minutes:	\$12,000

The charges listed above are cumulative. Each hour or fraction thereof beyond the first hour shall be charged \$75,000. **Days in which ambient conditions do not permit the application of paint will not accrue penalties for ramp closures only.**

All signing, markings, and detours for the routes affected by ramp and/or lane closures will be completed by the contractor and at the Engineers directions.

The contractor will be required to submit in writing, to the department, his complete work schedule 14 days prior to starting work. The contractor shall be required to coordinate his efforts with those of any other contractor in the construction area so as to eliminate any lane closures which conflict with this traffic control note.

In the event it becomes necessary to make emergency repairs of this project by state forces or by other outside contractors, the (painting) contractor agrees to alter his work pattern as directed by the engineer so as not to interfere with the emergency work.

Provide two (2) Variable Message Signs to be placed at locations to be determined by the Engineer. The locations designated may vary as the work progresses. Relocation of variable message signs, regardless of how many times, is incidental to the bid item. In the event of damage or mechanical failure, the Contractor shall repair or replace the Variable Message Sign immediately. Variable message signs will **not** become the property of the Cabinet upon completion of the project. **Cost of Variable Message Signs shall be incidental to the contract lump sum amount for "maintain and control traffic."**

The contractor will be required to furnish all traffic control devices whenever his operations endanger or interfere with vehicular traffic as determined by the engineer. The contractor shall furnish any additional traffic control devices necessary to protect traffic and his workmen. Any costs associated with the added traffic control devices (including arrow boards) shall be incidental to the contract lump sum amount for "maintain and control traffic."

Placement of all devices for lane closures shall start and proceed in the direction of flow of traffic. Removal of devices shall start at the end of the construction area and proceed toward oncoming traffic. The contractor shall provide for the installation of all necessary traffic control devices before beginning work and their immediate removal as soon as work is suspended or completed. During the fully operational periods, when no lane closures are permitted, all equipment shall be totally removed from the job site. Traffic control signs shall be removed or covered (if left in a curb lane).

The contractor's vehicles shall always move with and not across or against the flow of traffic. Vehicles shall enter or leave work areas in a manner that will not be hazardous to or interfere with normal roadway traffic. Vehicles shall not park or stop except within designated work areas.

Personal vehicles will not be permitted to park within the state right-of-way. The contractor's vehicles will be prohibited from crossing the roadway and all pedestrian movement of the contractor's personnel on the roadway will be limited to within the closed work areas.

The contractor will establish a local office staffed by designated **traffic control and compliance coordinator(s)**. The coordinator(s) will be on site and able to be contacted whenever traffic control is present.

If the contractor desires to deviate from the traffic control schemes outlined in these plans or proposals, he shall prepare an alternate plan and present it in writing to the engineer. The alternate plan can be used only after review and approval of the Division of Traffic, Division of Maintenance, and the Division of Construction.

## **Payment**

Payment of the contract lump sum amount for "maintain and control traffic" shall be full compensation for all items necessary to maintain and control traffic on this project, except detour signing. Detour signing will be paid at the unit bid price. All traffic control items shall remain the property of the contractor when the work is complete.

**SPECIAL NOTES FOR  
PROTECTION OF RAILROAD INTEREST - CSXT**

1. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:

1. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights of way.

Hal Gibson, Jr., Principle Engineer Public Projects  
CSX Engineering Department  
500 Water Street - J301  
Jacksonville, Florida 32202  
(P) 904-359-1048; (F) 904-366-4042

2. Notify the Railroad's Chief Regional Engineer's representative, **Mike Little - Roadmaster at Cincinnati, OH, (513) 369-5524 or cell (513) 708-7516** at least 72 hours (not including Saturday, Sunday or Holidays) before proceeding with the work on Railroad property and shall abide by the instructions of said Railroad representative, insofar as the safety of the Railroad is concerned.
3. Obtain written authorization from the Railroad to begin work on Railroad rights of way, such authorization to include an outline of specific conditions with which he must comply.
4. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
5. Furnish a schedule for all work within the Railroad rights of way as required by paragraph 7, B, 1.

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights of way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection required by the Railroad is available at the job site.
- B. Whenever work within Railroad rights of way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgement of the Railroad Engineer, or in his absence, the Engineer, such provisions are insufficient, either may require or provide such provisions, as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the State.

4. TRACK CLEARANCES

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad rights of way, or before placing any obstruction over any track, the Contractor shall:
  - 1. Notify the Railroad's representative at least 72 hours in advance of the work.
  - 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as necessary.



3. Receive permission from the Railroad's representative to proceed with the work.
4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES

A. General:

Construction work on Railroad property shall be:

1. Subject to the inspection and approval of the Railroad.
2. In accord with the Railroad's written outline of specific conditions.
3. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
4. In accord with these Special Notes.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.

C. Excavation of Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

D. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosive on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If

permission for use of explosives is granted, the Contractor will be required to comply with the following:

- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
- (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
- (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

- (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Notes.

E. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants.
2. All maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

F. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights of way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

G. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights of way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. When Required:

Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's

rights of way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three- (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required until the project has been completed.

B. Scheduling and Notification:

1. Not later than the time that approval is initially requested to begin work on Railroad rights of way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad rights of way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
2. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad rights of way. Once begun, when work is suspended at any time for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of notice before resuming work on Railroad rights of way. Such notice shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to again obtain flagging services from the Railroad. Due to labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

3. If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, and then the Contractor shall delay work on Railroad rights of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.

C. Payment:

1. The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.
2. The estimated cost of flagging is \$590 per day based on Contractor's 8-hour work day which necessitates the flagman to work a 10 1/2 hour day. This cost includes the base pay for the flagman, overhead, and includes an estimated \$75 per diem charge for travel expenses, meals and lodging. The charge to the Contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. Verification:

1. The Contractor and Department will review and sign the Railroad flagman's time sheet, attesting that the flagman was present during the time recorded. Flagman may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad rights of way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If

need for flagman or flagmen is questioned, please contact Railroad's Projects Engineer (904) 245-1048. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to:

Hal Gibson, Jr., Principle Engineer Public Projects  
CSX Engineering Department  
500 Water Street - J301  
Jacksonville, Florida 32202  
(P) 904-359-1048; (F) 904-366-4042

2. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the State has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor, is first obtained from the Railroad Engineer.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the State and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the State and/or the Railroad.

- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefor.
- B. No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of Railroad traffic or for any delays due to compliance with these Special Notes.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHTS OF WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerline of the track without specific authorization from the flagman.
- C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.

- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHTS OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or other equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Engineer.



- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it can not be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:

- 1. Commercial General Liability and Property Damage Liability Insurance. Insurance shall include "XCU" coverage.

The Contractor shall furnish to the Department, for transmittal to the Railroad Company, certificate of insurance in triplicate as evidence that with respect to the operations he performs he carries regular Contractor's Public Liability Insurance and Contractor's Property Damage Liability Insurance both providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability )	\$3,000,000 Per Occurrence
Property Damage Liability )	\$3,000,000 Aggregate
Physical Damage to Property)	

- 2. Contractor's Protective Liability and Property Damage Liability Insurance.

The Contractor shall furnish the Department, for transmittal to the Railroad Company, certificate of insurance in triplicate as evidence that with respect to the operations performed for him by any subcontractor, he carries in his own behalf regular Contractor's Public Liability Insurance and regular Contractor's Protective Property Damage Liability Insurance both providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability )	\$3,000,000 Per Occurrence
Property Damage Liability )	\$3,000,000 Aggregate
Physical Damage to Property)	

**EXHIBIT "B"**

3. Railroad Protective Liability Insurance.

The Contractor shall furnish to the Department, for transmittal to the Railroad Company, original and two (2) copies of Railroad Protective Insurance Policy with limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability )	\$5,000,000 Per Occurrence
Property Damage Liability )	\$10,000,000 Aggregate
Physical Damage to Property)	

The Standard for this protective insurance shall follow the requirements of Subchapter G, Part 646, Subpart A of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments.

Evidence of insurance as required above shall be furnished to the address shown below for review by the Department and transmittal to the Railroad:

Department:

Mr. Steve Waddle, Director  
Div. of Contract Procurement  
KY Transportation Cabinet  
200 Mero Street, 3<sup>rd</sup> Floor West  
Frankfort, Kentucky 40622  
Phone (502) 564-3500  
Fax (502) 564-8961

Railroad:

Ms. Deborah Tauro, Risk Manager  
Planning & Analysis  
CSX Corporation  
500 Water Street - C907  
Jacksonville, Florida 32203  
Phone (904) 366-5088  
Fax (904) 245-3506

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

(a) Named Insured:

**CSX Transportation, Inc.**

(b) Description and Designation:

**Campbell County; I - 471 under CSXT  
FD52 019 0471 000-005  
Cleaning & Painting of a Highway Underpass Structure**

As Shown in the Advertisement

B. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his

operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

- C. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights of way of the Railroad as evidenced by the formal acceptance by the Department. Insuring Companies may cancel insurance by permission of the Department and Railroad or on thirty (30) days written notice to the Department and Railroad as follows:

Department:

Mr. Steve Waddle, Director  
Div. of Contract Procurement  
KY Transportation Cabinet  
200 Mero Street, 3<sup>rd</sup> Floor West  
Frankfort, Kentucky 40622  
Phone (502) 564-3500  
Fax (502) 564-8961

Railroad:

Ms. Deborah Tauro, Risk Manager  
Planning & Analysis  
CSX Corporation  
500 Water Street - C907  
Jacksonville, Florida 32203  
Phone (904) 366-5088  
Fax (904) 245-3506

15. FAILURE TO COMPLY:

These Special Notes are supplemental and amendatory to the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction, Edition of 2004, and amendments thereof, and where in conflict therewith, these Special Notes shall govern.

In the event the Contractor violates or fails to comply with any of the requirements of these Special Notes:

- A. The Railroad Engineer may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these Special Notes. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

Office of the Principle Engineer Public Projects  
CSX Engineering Department  
Liberty Business Park  
500 Water Street - J301  
Jacksonville, Florida 32202

Date: February 2, 2007  
File: Newport, Kentucky  
AAR-DOT: No Record  
MP: CA 660.2

## Right-of-Way Certification Form

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: December 1, 2006

Project Name: I-471 Bridge Painting

Project #: \_\_\_\_\_

Item #: 06-8.00

Letting Date: January 19, 2007

County: Campbell

Federal #: \_\_\_\_\_

### 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 right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish these improvements. **Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to start of construction. (See note.)**

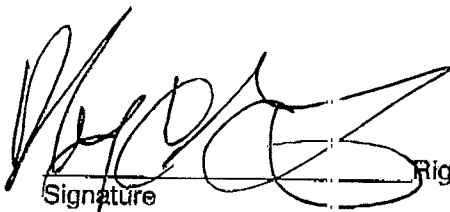
**Note:** The KYTC shall re-submit a right-of-way certification form for this project prior to the start of construction, verifying that fair market value for all parcels has been paid or deposited with the court.

### Right-of-Way Certification Form

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

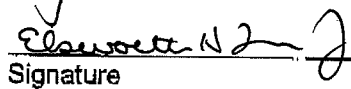
**Note:** The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to construction of projects on this basis shall be the exception and never become the rule. In all FHWA-approved cases, the KYTC shall make extraordinary efforts to expedite completion of the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

Approved: Henry C. Germann  
Printed Name

  
Signature

Right-of-Way Supervisor

Approved: Elsworth H. Turner  
Printed Name

  
Signature

KYTC, Director of ROW & Utilities

Approved: 12/06/06  
Printed Name

  
Signature

FHWA, Right-of-Way Officer

### Right-of-Way Certification Form

Date: December 1, 2006

Project Name: I-471 Bridge Painting  
Project #: \_\_\_\_\_  
Item #: 06-8.00  
Letting Date: January 19, 2007

County Campbell  
Federa #: \_\_\_\_\_

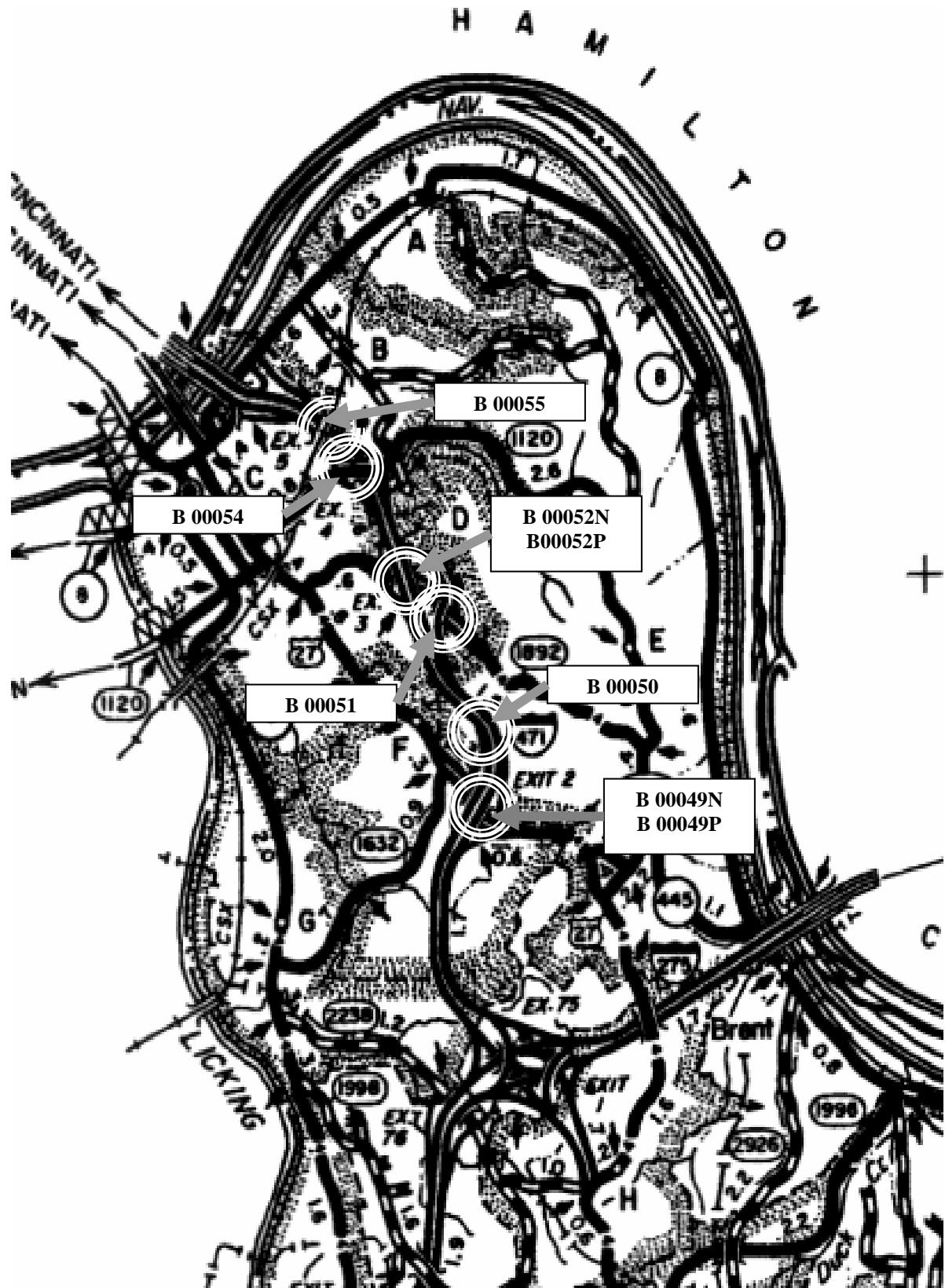
This project has 0 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 0 total number of businesses to be relocated.

- \_\_\_\_\_ Parcels where acquired by a signed fee simple deed and fair market value has been paid
- \_\_\_\_\_ Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court
- \_\_\_\_\_ Parcels have not been acquired at this time (*explain below for each parcel*)
- \_\_\_\_\_ Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)
- \_\_\_\_\_ Relocatees have not been relocated from parcels \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (*explain below for each parcel*)

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

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

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





## **PART II**

### **SPECIFICATIONS AND STANDARD DRAWINGS**

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the January 19, 2007 Letting)

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the January 19, 2007 Letting)

Revision  
Continued

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

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

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

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

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

When PC is greater than PL

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

When PC is less than PL

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

Where:

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

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

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

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

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

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

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

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

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the January 19, 2007 Letting)

<b>SUBSECTION:</b>	110.01 MOBILIZATION.
<b>REVISION:</b>	Replace the third paragraph with the following:  Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any bids in excess of this amount to 5 percent for bid comparisons. The Department will base the award on the maximum allowable bid of 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.
<b>SUBSECTION:</b>	110.02 DEMOBILIZATION.
<b>REVISION:</b>	Replace the first sentence of the third paragraph with the following:  Do not bid an amount for Demobilization that is less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.
<b>SUBSECTION:</b>	206.03.03 Compaction.
<b>REVISION:</b>	Replace "KM 64-412" with "KM 64-002"
<b>SUBSECTION:</b>	212.03.03 Permanent Seeding and Protection.
<b>PART:</b>	B) Procedures for Permanent Seeding.
<b>REVISION:</b>	Add the following after the fourth sentence:  Unless the Engineer directs otherwise, track all slopes 3:1 or greater. Ensure that tracking is performed up and down and not across.
<b>SUBSECTION:</b>	213.03.01 Best Management Practices (BMP).
<b>REVISION:</b>	Replace the third sentence of the first paragraph with the following:  Ensure that the BMP provides storage for 3,600 cubic feet of water per surface acre disturbed.
<b>SUBSECTION:</b>	213.03.03 Inspection and Maintenance
<b>REVISION:</b>	Replace both "0.1-inch" references with "0.5-inch".
<b>SUBSECTION:</b>	213.03.05 Temporary Control Measures.
<b>PART:</b>	B) Silt Checks.
<b>REVISION:</b>	B) Silt Checks. Use one of the following types:  1) Silt Check Type II - Crushed stone such as cyclopean stone riprap, quarry run stone, or other size material approved by the Engineer, dumped in place and shaped to the configuration required. 2) Silt Check Type III - Blasted or broken rock dumped in place and shaped to the configuration required.  Remove and properly dispose of sediment deposited at silt checks as necessary. When no longer needed, remove the silt checks and dispose of surplus materials as excavated materials according to Section 204. Seed and protect the entire area disturbed, as directed. Do not leave silt checks in place after completion of the project unless allowed by the Engineer or specified in the Plans.
<b>SUBSECTION:</b>	213.03.05 Temporary Control Measures.
<b>PART:</b>	G) Temporary Mulch.
<b>REVISION:</b>	Replace the last sentence with the following:  Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and apply tackifier.
<b>SUBSECTION:</b>	213.04.15 Temporary Silt Ditch.
<b>REVISION:</b>	Replace with the following:  The Department will measure the quantity in linear feet.

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the January 19, 2007 Letting)

<b>SUBSECTION:</b>	213.04 MEASUREMENT.
<b>REVISION:</b>	Add the following Subsection:  213.04.24 Clean Temporary Silt Ditch. The Department will measure the quantity in linear feet along the ditch line.
<b>SUBSECTION:</b>	213.05 PAYMENT.
<b>REVISION:</b>	Add the following lines:  20594 Temporary Silt Ditch Linear Foot 20601 Clean Temporary Silt Ditch Linear Foot
<b>SUBSECTION:</b>	303.03.01 Mixture
<b>PART:</b>	C) Cement Treated Mixture.
<b>REVISION:</b>	Delete the "For asphalt pavements" from the second paragraph.
<b>SUBSECTION:</b>	303.03.01 Mixture
<b>PART:</b>	C) Cement Treated Mixture.
<b>REVISION:</b>	Delete requirement "2".
<b>SUBSECTION:</b>	402.03.02 Acceptance.
<b>PART:</b>	D) Testing Responsibilities.
<b>NUMBER:</b>	4) Density.
<b>REVISION:</b>	Replace the first sentence of the third paragraph with the following:  For surface mixtures placed on driving lanes and ramps, furnish 2 cores per subplot to the nearest laboratory facility (Contractor or Department lab) for density determination by the Engineer.
<b>SUBSECTION:</b>	402.03.02 Acceptance.
<b>PART:</b>	H) Unsatisfactory Work.
<b>NUMBER:</b>	1) Based on Lab Data.
<b>REVISION:</b>	Replace the "AASHTO MP2" references in the second paragraph with "AASHTO M 323".
<b>SUBSECTION:</b>	402.04 MEASUREMENT.
<b>REVISION:</b>	Replace the last sentence with the following:  The Department will not measure construction of rolled rumble strips or pavement wedge texturing for payment and will consider them incidental to the asphalt mixture.
<b>SUBSECTION:</b>	402.04.01 Weight.
<b>REVISION:</b>	Replace first sentence of the second paragraph with the following:  The Department will determine the bulk, oven-dry specific gravity for the fine and coarse aggregates according to KM64-605 and AASHTO T 85, respectively.
<b>SUBSECTION:</b>	402.04.02 Thickness on New Construction.
<b>REVISION:</b>	Delete the third paragraph and add the following at the end of the subsection:  The Department will not measure initial thickness check coring or coring of corrective work for payment and will consider it incidental to the asphalt mixture.

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition  
(Effective with the January 19, 2007 Letting)**

<p><b>SUBSECTION:</b> 402.05.02 <b>PARTS:</b> <b>REVISION:</b></p>	<p>Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures Lot Pay Adjustment Schedule, Compaction Option B Mixtures</p> <p>Replace the VMA table with the following:</p>												
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th style="width: 50%;">Pay Value</th> <th style="width: 50%;">Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td align="center">1.00</td> <td align="center">≤ 0.5 below min. VMA</td> </tr> <tr> <td align="center">0.95</td> <td align="center">0.6-1.0 below min.</td> </tr> <tr> <td align="center">0.90<sup>(2)</sup></td> <td align="center">1.1-1.5 below min.</td> </tr> <tr> <td align="center"><sup>(1)</sup>/<sub>(2)</sub></td> <td align="center">&gt; 1.5 below min.</td> </tr> </tbody> </table>		VMA		Pay Value	Deviation From Minimum	1.00	≤ 0.5 below min. VMA	0.95	0.6-1.0 below min.	0.90 <sup>(2)</sup>	1.1-1.5 below min.	<sup>(1)</sup> / <sub>(2)</sub>	> 1.5 below min.
VMA													
Pay Value	Deviation From Minimum												
1.00	≤ 0.5 below min. VMA												
0.95	0.6-1.0 below min.												
0.90 <sup>(2)</sup>	1.1-1.5 below min.												
<sup>(1)</sup> / <sub>(2)</sub>	> 1.5 below min.												
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.03 Preparation of Mixture. A) Mixture Composition. Replace the “AASHTO MP2” reference in the first paragraph with “AASHTO M 323”.</p> <p>From the aggregate requirements list, delete 3) Type C.</p>												
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.03 Preparation of Mixture. C) Mix Design Criteria. Replace the “AASHTO MP2” references with “AASHTO M 323”.</p> <p>Replace the “AASHTO PP28” references in the second paragraph with “AASHTO R 35”.</p>												
<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER</b> <b>REVISION:</b></p>	<p>403.03.03 Preparation of Mixture. C) Mix Design Criteria. 1) Preliminary Mix Design. Add the following footnote to the table and associate it with the ESAL’s field “&lt;0.3”:</p> <p>* For CL1 ASPH SURF 0.38D PG64-22 only.</p>												
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.06 Thickness Tolerances. B) New Construction. Replace the first paragraph with the following:</p> <p>Under the Engineer’s supervision, perform coring for thickness checks according to KM 64-420, as soon as practical after completion of all, or a major portion, of the asphalt base. The Engineer will measure the cores. Fill all core holes either with compacted asphalt mixture or non-shrink grout. Complete all remedial overlay work before placing the final course.</p>												

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition  
(Effective with the January 19, 2007 Letting)**

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

403.03.08 Shoulder Rumble Strips and Pavement Wedge Texturing.

A) Shoulder Rumble Strips.

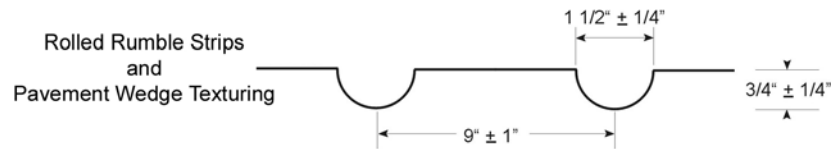
1) Interstates and Parkways. Construct sawed rumble strips on all mainline shoulders to the dimensions shown below. Do not place rumble strips on ramps.

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

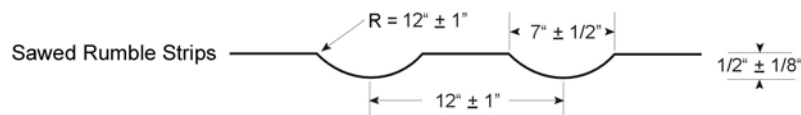
Construct rolled rumble strips on mainline shoulders to the dimensions shown below. On shoulders less than 3 feet wide, shorten the width and distance of the strips as the Engineer directs. Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement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

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

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



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



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

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

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

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

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the January 19, 2007 Letting)

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



**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition  
(Effective with the January 19, 2007 Letting)**

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition  
(Effective with the January 19, 2007 Letting)**

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition  
(Effective with the January 19, 2007 Letting)**

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the January 19, 2007 Letting)

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the January 19, 2007 Letting)

<b>SUBSECTION:</b>	701.05 PAYMENT.
<b>REVISION:</b>	Replace bid item “2599 Fabric-Geotextile, Type IV Square Yard” with “21433ES214 Fabric-Geotextile, Type IV for Pipe Square Yard <sup>(2)</sup> ”
	Replace foot note “** The unit bid price is \$2.00 per square yard for Geotextile Fabric, Type III” with “ <sup>(2)</sup> The unit price is \$2.00 per square yard for Fabric-Geotextile, Type IV for Pipe”
<b>SUBSECTION:</b>	710.02.15 Plastic Adjusting Rings.
<b>REVISION:</b>	Replace this section with:
	710.02.15 Plastic or Rubber Adjusting Rings. Provide plastic or rubber adjusting rings that are on the Department’s List of Approved Materials.
<b>SUBSECTION:</b>	710.03.03 Adjusted Small Drainage Structures.
<b>REVISION:</b>	Replace the last sentence of the first paragraph:
	For plastic or rubber adjusting rings, install and seal according to the manufacturer’s recommendations.
<b>SUBSECTION:</b>	711.02 MATERIALS.
<b>REVISION:</b>	Replace with the following:
	Conform to the Contract requirements.
<b>SUBSECTION:</b>	713.03 CONSTRUCTION.
<b>REVISION:</b>	Add the following after the third paragraph:
	Offset longitudinal lines at least 2 inches from longitudinal pavement construction joints. Offset longitudinal lane lines on multi-lane highways 2 inches towards the median.
<b>SUBSECTION:</b>	714.03.06 Proving Period for Durable Markings.
<b>PART:</b>	B) Failure.
<b>REVISION:</b>	Replace the first sentence with the following:
	During the proving period, the Department will consider markings defective when the retroreflectivity falls below the minimum required or the material fails to meet the other requirements of A) above. Additionally, when more than 10 percent of any one-mile section or individual gore area is defective, the Department will consider the entire section defective.
<b>SUBSECTION:</b>	716.03.08 Testing.
<b>REVISION:</b>	Replace “10 megohms” with “100 megohms”
<b>SUBSECTION:</b>	723.03 CONSTRUCTION.
<b>REVISION:</b>	Replace the first sentence of the fourth paragraph with the following:
	Set right-of-way markers within 12 inches of the right-of-way line.
<b>SUBSECTION:</b>	724.02.01 Plants.
<b>REVISION:</b>	Replace the reference “American Association of Nurserymen” with “American Nursery and Landscape Association”.
<b>SUBSECTION:</b>	801.01 REQUIREMENTS.
<b>REVISION:</b>	Add the following sentence after the third sentence of the first paragraph:
	Mills must request and be approved by the Department to supply cement with an SO <sub>3</sub> content above the value in Table 1 of ASTM C 150.
<b>SUBSECTION:</b>	804.01.03 Conglomerate Sand.
<b>REVISION:</b>	Replace second sentence of the paragraph with the following:
	Conglomerate sand may include some material which has been produced by crushing larger pieces of the parent material.
<b>SUBSECTION:</b>	804.02 Approval.
<b>REVISION:</b>	Replace first sentence of the second paragraph with the following:
	The Department will consider a source for inclusion on the Aggregate Source List when the aggregate producer complies with KM 64-608 and provides the following:

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition  
(Effective with the January 19, 2007 Letting)**

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the January 19, 2007 Letting)

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition  
(Effective with the January 19, 2007 Letting)**

<b>SUBSECTION:</b>	811.10.02 Epoxy Coating Material.
<b>REVISION:</b>	Replace both the reference to "ASTM D 3963 Annex" and "ASTM D 3963" with "AASHTO M 284".
<b>SUBSECTION:</b>	812.01.02 Hot-Rolled Carbon Steel Sheets and Strip of Structural Quality, Grade 33 (Corrugated Steel Plank for Bridge Floors).
<b>REVISION:</b>	Replace the reference to "ASTM A 570" with "ASTM A 1011"
<b>SUBSECTION:</b>	827.04 SEED.
<b>PART:</b>	1)
<b>REVISION:</b>	Replace with the following:  Obtain seed only through registered dealers holding a permit to label seed.
<b>SUBSECTION:</b>	827.04 SEED.
<b>REVISION:</b>	Replace the second paragraph with the following:  Do not use seed (grasses, native grasses and legumes) if the seed test date is over 9 months old exclusive of the month tested, or if the limits of noxious weed seed is exceeded.
<b>SUBSECTION:</b>	827.04 SEED.
<b>REVISION:</b>	Replace the last paragraph with the following:  Wildflower seed shall not be planted until approved by the Division of Materials
<b>SUBSECTION:</b>	828.02 APPROVAL.
<b>REVISION:</b>	Add the following:  The Department will continue to include the masonry coatings on the list contingent upon receiving an annual certification containing the following information:  1) A statement that the masonry coating to be furnished during the particular calendar year is of the same composition as that previously approved for inclusion on the approved list. 2) A statement that the masonry coating conforms to the appropriate requirements of the Kentucky Standard Specifications for Road and Bridge Construction. 3) A statement that notification will be made to the Division of Materials of any changes in composition for review and approval before furnishing the material to projects.
<b>SUBSECTION:</b>	843.01.02 Acceptance Procedures for Non-Specification Fabric.
<b>TABLE:</b>	GRAB STRENGTH PAYMENT REDUCTION
<b>REVISION:</b>	Add the following note:  The Department will use the lowest value of MACHINE and CROSS for the reduction calculation.
<b>SUBSECTION:</b>	844.02.01 Fly Ash.
<b>PART:</b>	1)
<b>REVISION:</b>	Delete the last sentence.
<b>SUBSECTION:</b>	844.02.01 Fly Ash.
<b>REVISION:</b>	Replace the subsection with the following:  844.02.01 Fly Ash. Select from the Department's List of Approved Materials for fly ash sources. To be placed on the list, furnish samples and ASTM C 618 test data developed over the previous 3 months, and confirm to the requirements in KM 64-325.



## **PART III**

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

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

	Page
I. General-----	1
II. Nondiscrimination-----	1
III. Nonsegregated Facilities-----	3
IV. Payment of Predetermined Minimum Wage-----	3
V. Statements and Payrolls-----	6
VI. Record of Materials, Supplies, and Labor-----	6
VII. Subletting or Assigning the Contract-----	7
VIII. Safety: Accident Prevention-----	7
IX. False Statements Concerning Highway Projects-----	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act-----	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-----	8
XII. Certification Regarding Use of Contract Funds for Lobbying-----	9

ATTACHMENTS

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

#### 1. General:

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

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

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

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

## 2. Classification:

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

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

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

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

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

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

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

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

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

## 3. Payment of Fringe Benefits:

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

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

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

### a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

**6. Withholding:**

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

**7. Overtime Requirements:**

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

**8. Violation:**

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

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

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

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

## V. STATEMENTS AND PAYROLLS

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

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

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

### 2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

## VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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



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

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

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

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

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

**1. Instructions for Certification - Primary Covered Transactions:**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

\* \* \* \* \*

**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**

	<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
--	-------------------------------------------	-------------------------------------------------

**CRAFTS:**

Boone, Campbell, Kenton and Pendleton Counties:

Bricklayers . . . . .	25.96	8.64
Carpenters and Piledrivermen . . . . .	22.42	4.73
Divers . . . . .	33.63	4.73
Millwrights . . . . .	21.90	7.92
Cement Masons . . . . .	24.53	7.95
Electricians . . . . .	24.24	9.34
<b>Sound &amp; Communication Technician:</b>		
Installer . . . . .	18.00	3.475
Cable Puller . . . . .	9.00	2.64

Ironworkers:

Reinforcing: Up to and including 30- mile radius of Hamilton County, Ohio Courthouse	23.70	14.00
Beyond 30- mile radius of Hamilton County, Ohio Courthouse	23.95	14.00
Structural . . . . .	24.50	14.62
Fence Erector . . . . .	22.05	14.62

Painters:

(Heavy and Highway Bridges-

Guardrails-Lightpoles-Striping):

Bridge/Equipment Tender and/or		
Containment Builder . . . . .	19.93	6.20
Brush and Roller . . . . .	22.45	6.20
Elevated Tanks;		
Steeplejack Work; Bridge &		
Lead Abatement . . . . .	23.45	6.20
Sandblasting and Water		
Blasting . . . . .	23.20	6.20
Spray . . . . .	22.95	6.20
Plumbers . . . . .	26.93	12.61

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

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

---

**LABORERS:**

Pendleton County:

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

**BASE RATE** .....18.83  
**FRINGE BENEFITS** .....8.78

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

**BASE RATE** .....19.08  
**FRINGE BENEFITS** .....8.78

GROUP 3 - Asphalt Luteman and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (free air) and Water Blaster.

**BASE RATE** .....19.13  
**FRINGE BENEFITS** .....8.78

GROUP 4 - Caisson Worker (free air), Cement Finisher, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Levels A and B, Miner and Driller (free air), Tunnel Blaster and Tunnel Mucker (free air), Directional & Horizontal Boring, Air Track Driller (all types), Powderman & Blaster, Troxler & Concrete Tester if laborer is utilized.

**BASE RATE** .....19.13  
**FRINGE BENEFITS** .....8.78

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

---

**LABORERS:** (continued)

Boone, Campbell and Kenton Counties:

**Group 1**

Asphalt Laborer, Carpenter Tender, Concrete Curing Applicator, Dump Man (Batch Truck), Guardrail And Fence Installer, Joint Setter, Laborer (Construction), Landscape Laborer, Mesh Handlers And Placer, Right-Of-Way Laborer, Riprap Laborer And Grouter, Scaffold Erector, Seal Coating, Surface Treatment Or Road Mix Laborer, Sign Installer, Slurry Seal, Utility Man, Bridgeman, Handyman, Waterproofing Laborer, Flagperson, Hazardous Waste (Level D), Diver Tender, Zone Person & Traffic Control.

**BASE RATE** .....22.97  
**FRINGE BENEFITS** .....6.55

**GROUP 2**

Skidsteer, Asphalt Raker, Concrete Puddler, Kettle Man (Pipeline), Machine Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Power Buggy or Power Wheelbarrow, Sheeting & Shoring Man, Surface Grinder Man, Plastic Fusing Machine Operator, Pug Mill Operator, & Vacuum Devices (wet or dry), Rodding Machine Operator, Diver, Screw Man or Paver, Screed Person, Water Blast, Hand Held Wand, Pumps 4" and under (gas, air or electric), Hazardous Waste (Level C), Air Track and Wagon Drill, Bottom Person, Cofferdam (below 25 ft. deep), Concrete Saw Person, cutting with Burning Torch, Form Setter, Hand Spiker (Railroad), Pipelayer, Tunnel Laborer (without air) & Caisson, Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning), Sandblaster Nozzleperson and Hazardous Waste (Level B).

**BASE RATE** .....23.14  
**FRINGE BENEFITS** .....6.55

**GROUP 3**

Blaster, Mucker, Powder Person, Top Lander, Wrencher (Mechanical Joints and Utility Pipeline), Yarner, Hazardous Waste (Level A), Concrete Specialist, Concrete Crew in Tunnels (with air pressurized \$1.00 premium), Curb Setter & Cutter, Grade Checker, Utility Pipeline Tapper, Waterline, and Caulker.

**BASE RATE** .....23.47  
**FRINGE BENEFITS** .....6.55

**GROUP 4**

Miner (with air pressurized \$1.00 premium), and Gunnite Nozzle Person.

**BASE RATE** .....23.92  
**FRINGE BENEFITS** .....6.55

Signal person will receive the rate equal to the rate paid the labor classification for which he or she is signaling.



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

---

**TEAMSTERS:**

Drivers

**BASE RATE** .....15.85  
**FRINGE BENEFITS** .....4.60

Euclid Wagon, End Dump, Low-Boy, Heavy Duty Equipment, Tractor-Trailer Combination & Drag.

**BASE RATE** .....16.29  
**FRINGE BENEFITS** .....4.60

**OPERATING ENGINEERS:**

Master Mechanic

**BASE RATE** .....27.59  
**FRINGE BENEFITS** ..... 9.31

Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. Capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

**BASE RATE** ..... 27.34  
**FRINGE BENEFITS** .....9.31

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

---

**OPERATING ENGINEERS:** (continued)

Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

**BASE RATE** .....27.22  
**FRINGE BENEFITS** .....9.31

A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines.

**BASE RATE** .....26.18  
**FRINGE BENEFITS** ..... 9.31

Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power.

**BASE RATE** .....25.00  
**FRINGE BENEFITS** ..... 9.31

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

---

**OPERATING ENGINEERS:** (continued)

Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS.

**BASE RATE** .....19.54  
**FRINGE BENEFITS** .....9.31

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

These rates are listed pursuant to Kentucky Determination No. CR-05-IV HWY dated May 16, 2006 and/or Federal Decision No. KY20070028 dated February 9, 2007.

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.

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.

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

---

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
11.0%	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 Campbell County.

**PART IV**  
**INSURANCE**

**INSURANCE**  
**(Railroad Involvement)**

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.
6. RAILROAD PROTECTIVE LIABILITY INSURANCE. The policy shall name the railroad as the Named Insured and the limit of liability shall be not less than \$5,000,000 combined single limit for Bodily Injury and Property Damage per occurrence, subject to a \$10,000,000 aggregate limit per annual policy period. If the project involves a rail facility where passenger trains operate, the insurance limits required that are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. The original of this policy must be submitted for the railroad's approval and filing prior to the commencement of work on this project.

## **PART V**

### **STATEMENT OF INCOMPLETE WORK**



STATEMENT OF INCOMPLETED WORK

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

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

**PART VI**

**BID ITEMS**

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 1

**Contract ID: 07-1007**

CAMPBELL COUNTY

IM 471-4(32) 0

Letting: 4/20/07

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

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		BRIDGE			.	.
0010	02562	SIGNS	1,000.00	SQFT	.	.
0020	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	.	.
0030	08434	CLEAN & PAINT STRUCTURAL STEEL B00049N	1.00	LS	.	.
0040	08434	CLEAN & PAINT STRUCTURAL STEEL B00049P	1.00	LS	.	.
0050	08434	CLEAN & PAINT STRUCTURAL STEEL B00050	1.00	LS	.	.
0060	08434	CLEAN & PAINT STRUCTURAL STEEL B00051	1.00	LS	.	.
0070	08434	CLEAN & PAINT STRUCTURAL STEEL B00052N	1.00	LS	.	.
0080	08434	CLEAN & PAINT STRUCTURAL STEEL B00052P	1.00	LS	.	.
0090	08434	CLEAN & PAINT STRUCTURAL STEEL B00054	1.00	LS	.	.
0100	08434	CLEAN & PAINT STRUCTURAL STEEL B00055	1.00	LS	.	.
		MOBILIZATION			.	.
0110	02568	MOBILIZATION	1.00	LS	.	.
<b>TOTAL BID</b>						\$ .

**PART VII**  
**CERTIFICATIONS**

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

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

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

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

---

---

---

---

---

---

---

---

---

---

**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.