



**CALL NO. 100**

**CONTRACT ID. 161208**

**GRAYSON COUNTY**

**FED/STATE PROJECT NUMBER NHPP 0021 (042)**

**DESCRIPTION WESTERN KENTUCKY PARKWAY (9001)**

**WORK TYPE ASPHALT REHAB INTERSTATE/PARKWAY**

**PRIMARY COMPLETION DATE 9/1/2016**

**LETTING DATE: February 19,2016**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME February 19,2016. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 15%**

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

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

## ADMINISTRATIVE DISTRICT - 04

**CONTRACT ID - 161208**

**NHPP 0021 (042)**

**COUNTY - GRAYSON**

**PCN - DE04390011538**

**NHPP 0021 (042)**

WESTERN KENTUCKY PARKWAY (9001) (MP 106.080) MILL AND THIN ASPHALT OVERLAY ON WKY PARKWAY (9001) BEGINNING ON 0.159 MI NE OF MCDONALD ROAD (CR 1142) TO 0.069 MI E OF KY 259 EXCHANGE IN GRAYSON CO, KY (MP 108.000), A DISTANCE OF 01.67 MILES.ASPHALT REHAB INTERSTATE/PARKWAY SYP NO. 04-02056.00.

GEOGRAPHIC COORDINATES LATITUDE 37:27:57.00 LONGITUDE 86:17:32.00

**COMPLETION DATE(S):**

COMPLETED BY 09/01/2016

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. ([www.transportation.ky.gov/construction-procurement](http://www.transportation.ky.gov/construction-procurement))

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

### **SPECIAL NOTE FOR COMPOSITE OFFSET BLOCKS**

Contrary to the Standard Drawings (2012 edition) the Cabinet will allow 6" composite offset blocks in lieu of wooden offset blocks, except as specified on proprietary end treatments and crash cushions. The composite blocks shall be selected from the Cabinet's List of Approved Materials.

### **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**

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

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

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

### **SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

The US Department of Agriculture has imposed a quarantine in Kentucky and several surrounding states, to prevent the spread of an invasive insect, the emerald ash borer.

Hardwood cut in conjunction with the project may not be removed from the state. Chipping or burning on site is the preferred method of disposal.

### **INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES**

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

### **ACCESS TO RECORDS**

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

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

10/29/12



**Steven L. Beshear**  
Governor

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

**Lori H. Flanery**  
Secretary

## **SECRETARY'S ORDER 11-004**

### **FINANCE AND ADMINISTRATION CABINET**

#### **Vendor Document Disclosure**

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

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

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

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

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



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

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

### **FEDERAL CONTRACT NOTES**

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals  
102.8 Irregular Proposals 102.14 Disqualification of Bidders  
102.9 Proposal Guaranty

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 14-35 DBE, within **7** days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
  - The entire expenditure paid to a DBE manufacturer;
  - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to

- the public, maintain an inventory and own and operate distribution equipment;  
and
- The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

#### **UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED**

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

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

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

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the

office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

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

work requirements of the bid proposal; and

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. **These reports must be submitted within 14 days of payment made to the DBE contractor.**

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

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

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

**The prime contractor should notify the KYTC Office of Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact is Melvin Bynes and the telephone number is (502) 564-3601.**

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

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

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

04/29/2015



**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA).**

**(REV 12-17-15) (1-16)**

SECTION 7 is expanded by the following new Article:

102.10 **Cargo Preference Act – Use of United States-flag vessels.**

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

### **ASPHALT MIXTURE**

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

### **DGA BASE**

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

### **DGA BASE FOR SHOULDERS**

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

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

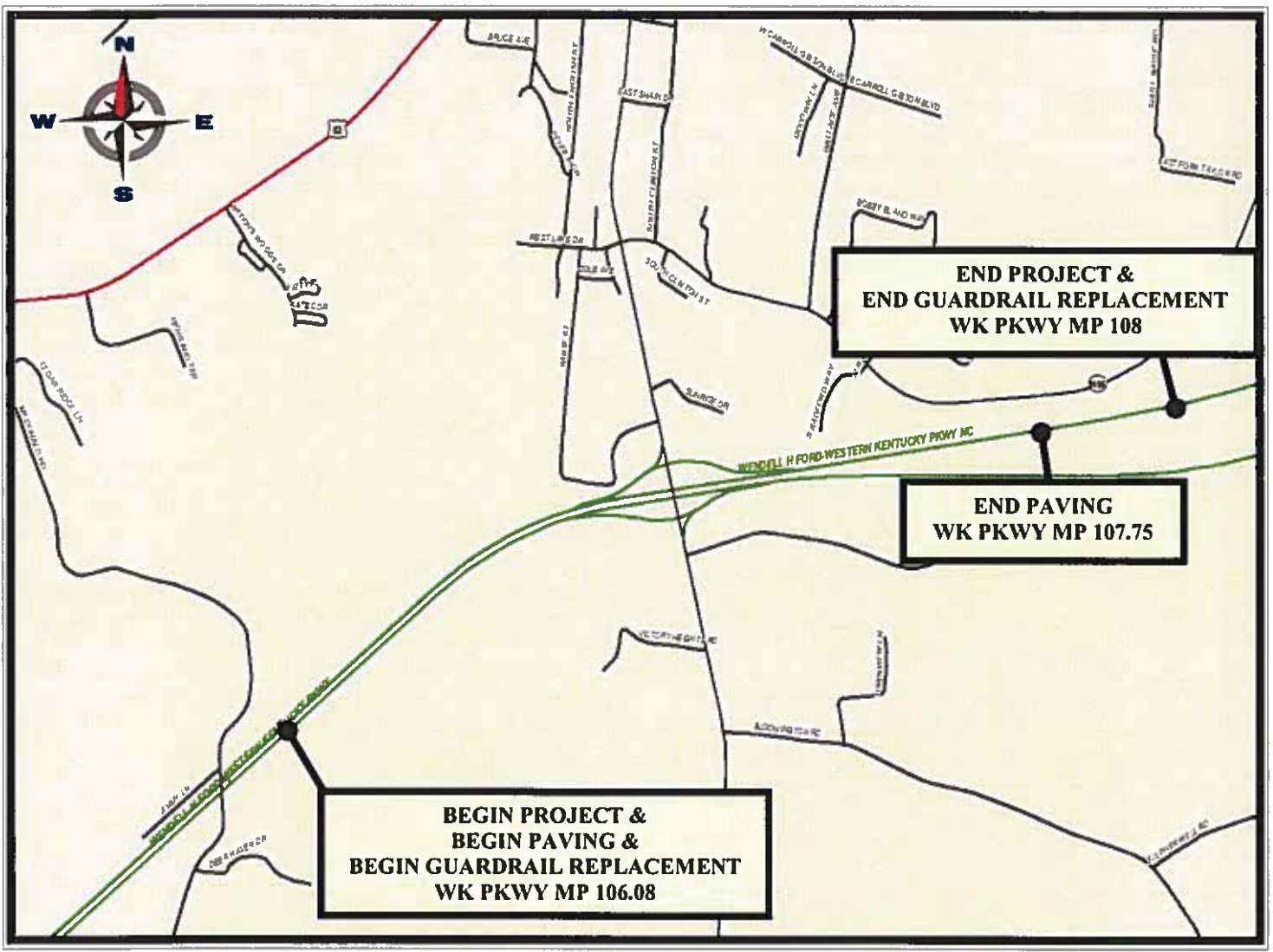
### **INCIDENTAL SURFACING**

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

### **FUEL AND ASPHALT PAY ADJUSTMENT**

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

# Grayson County WK9001: MP 106.08 to 108 Item No. 4-2056



**KENTUCKY  
DEPARTMENT OF HIGHWAYS  
COUNTY OF GRAYSON**

ITEM NO. 4-2056

PROJECT #: NHPP 0021 (042)

LETTING DATE 2/19/2016

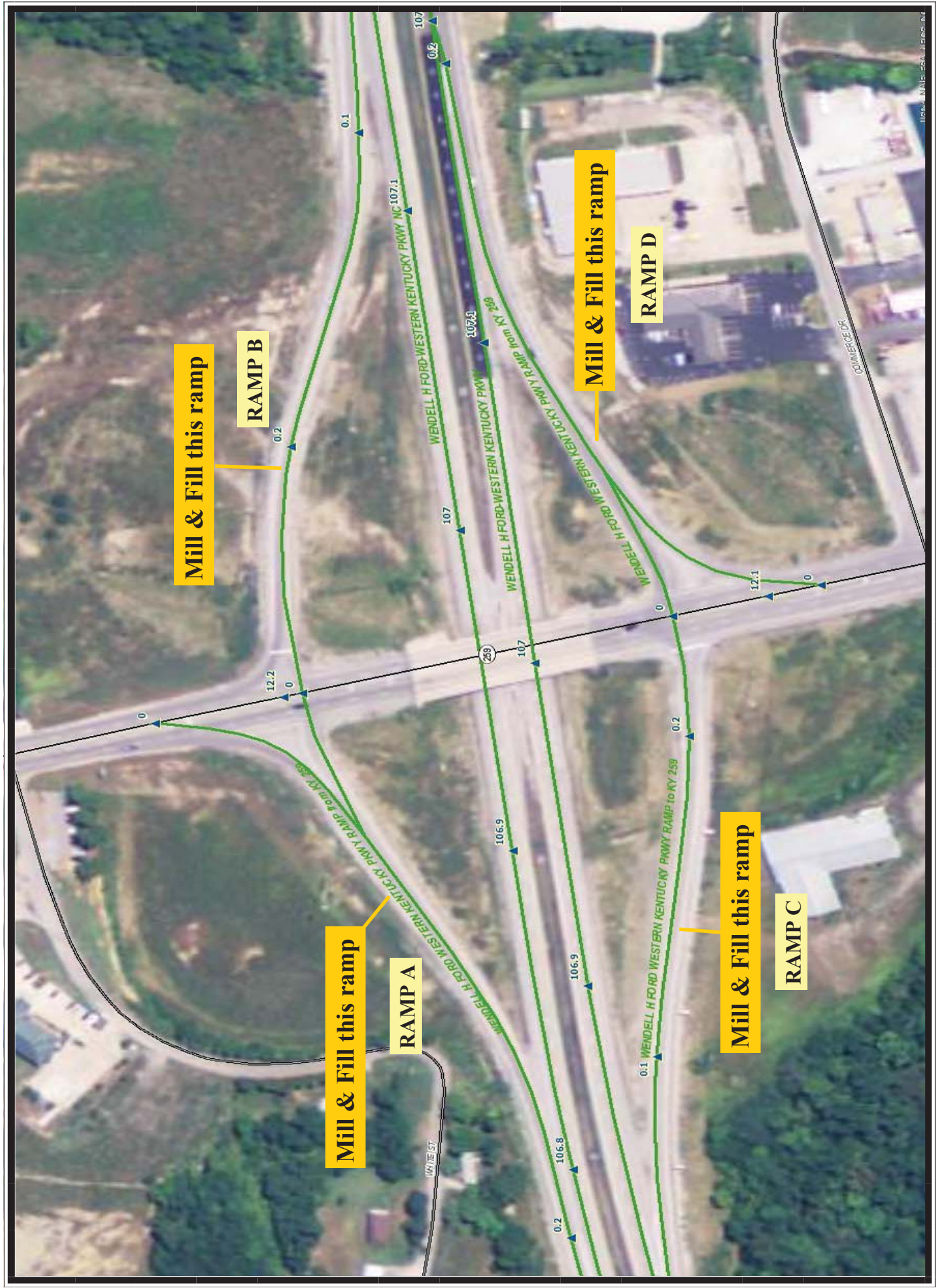
RECOMMENDED BY: Dawn Tate DATE: 1-5-16  
PROJECT MANAGER

PLAN APPROVED BY: Paul C. Jones DATE: 1/5/16  
STATE HIGHWAY ENGINEER

FHWA APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



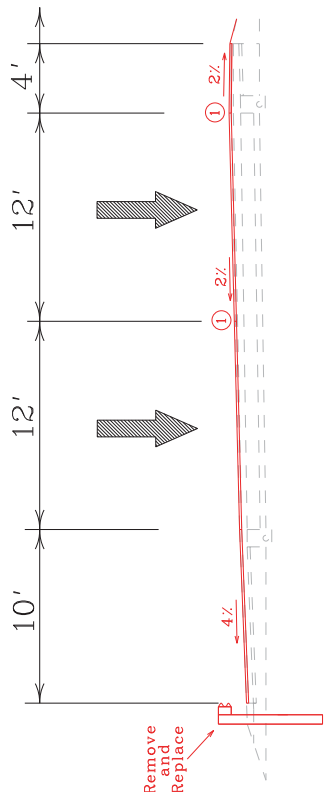
# WK9001 RAMP @ KY 259 (MP 106.995)



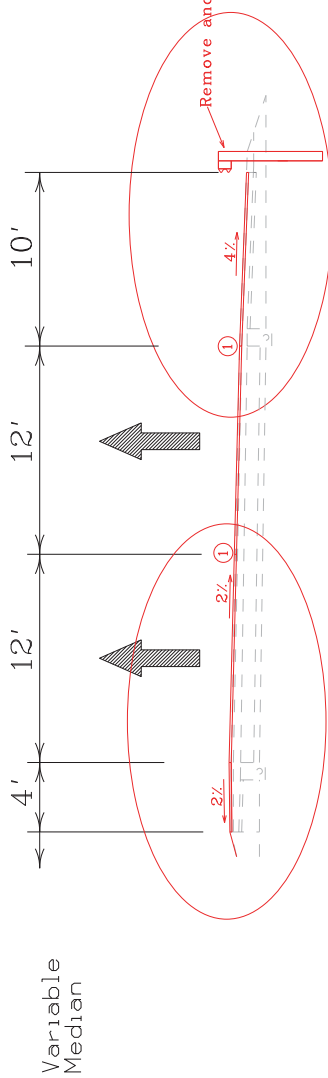
106.995 - 107.005

# WESTERN KENTUCKY PARKWAY (MP 106.08-107.75) TYPICAL SECTIONS

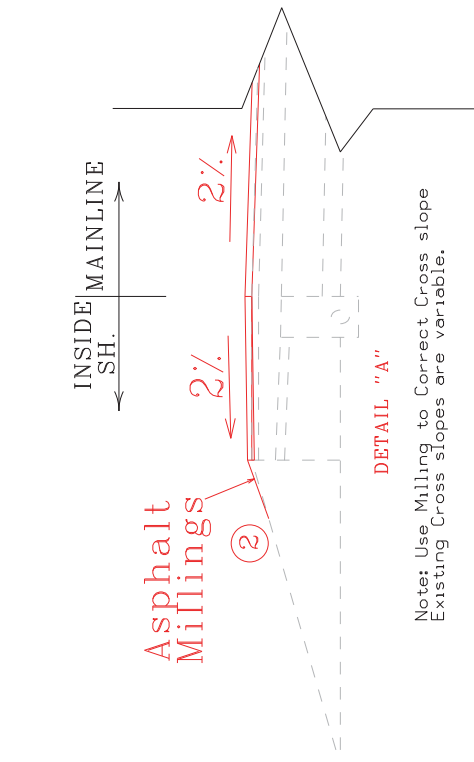
COUNTY OF	GRAYSON
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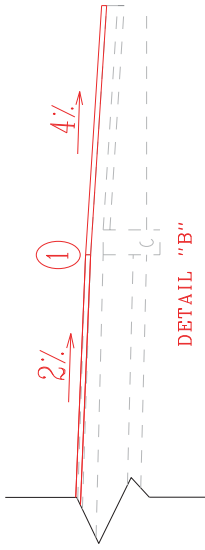
WESTBOUND  
NORMAL SECTION



EASTBOUND  
NORMAL SECTION



Note: Use Milling to Correct Cross slope  
Existing Cross slopes are variable.



Note: Use Milling to Correct Cross slope  
Existing Cross slopes are variable.

NOTES:  
Sawed Rumble Strips required on inside and outside shoulders.

Refer to Std. Drawing TPM 105-02 arrangement "C" for mainline pavement markings and markers.

PAVEMENT REHABILITATION

DRIVING LANES and INSIDE SHOULDERS

SURFACE -- 1.5" CL3 ASPHALT SURFACE 0.38A PC64-22  
0" - 1.5" ASPHALT MILLING AND TEXTURE  
(Variable depth Milling to correct cross slope)

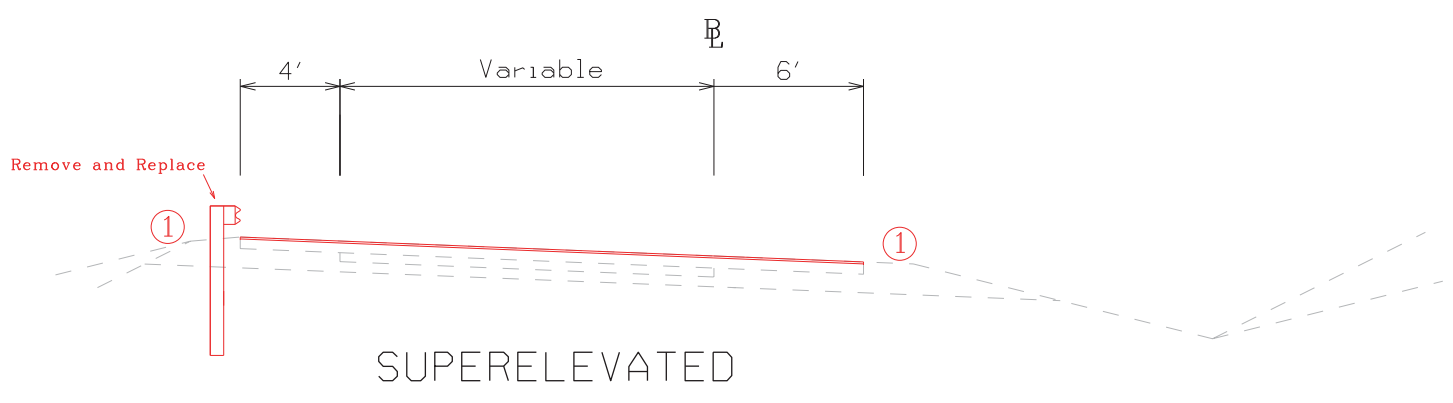
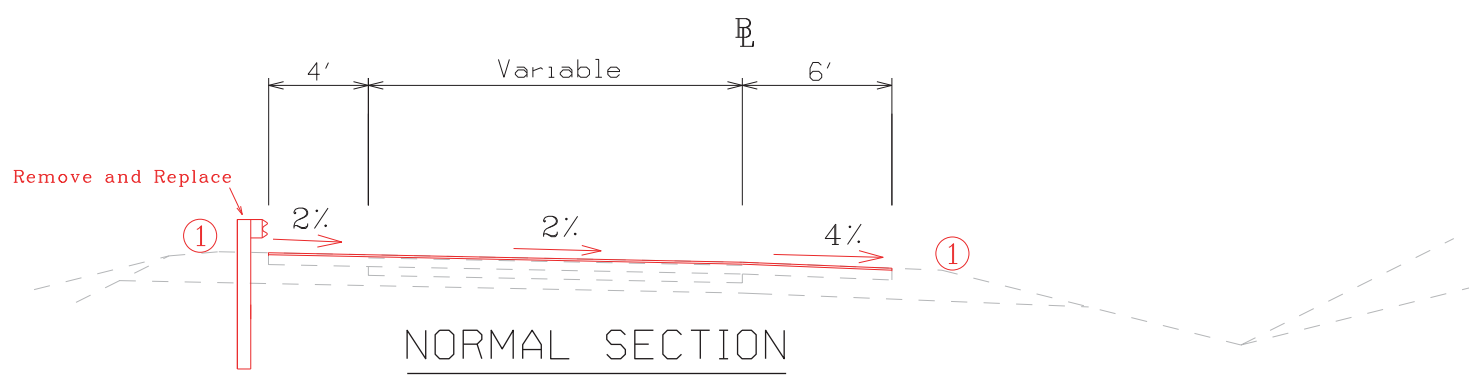
OUTSIDE SHOULDERS

SHOULDERS -- 1.5" CL2 ASPHALT SURFACE 0.38D PC64-22  
1.5" ASPHALT MILLING AND TEXTURE

② Use Asphalt Millings from the project to tie into existing slope and fill in shoulder drop-off areas as directed by the Engineer. Place Asphalt Seal Coat (2.40 lbs/sq yd Item 103) and Asphalt Seal Aggregate (20 lbs/sq yd Item 100) in these areas as directed by the Engineer. The Contractor may, at no cost to the Department, substitute DGA in lieu of Asphalt Millings to fill in the shoulder drop-off areas.

① Place Joint Adhesive between driving lanes and between mainline and outside shoulder.

# TYPICAL SECTIONS RAMPS (KY 259 Ramps)



## PAVEMENT REHABILITATION

### DRIVING LANES AND SHOULDERS

ASPH. PAVE MILLING & TEXTURING .... 1.5" DEPTH  
CLASS 3 ASPH. SURF. 0.38A PG64-22 .. 1.5" DEPTH

NOTE: ALL RAMPS SHALL BE MILLED  
AND SURFACED TO THE EXISTING  
EDGE OF PAVEMENT OF  
THEIR RESPECTIVE CROSS ROAD.

① Use Asphalt Millings from the project to tie into existing slope and fill in shoulder drop-off areas as directed by the Engineer. Place Asphalt Seal Coat (2.40 lbs/sq yd Item 103) and Asphalt Seal Aggregate (20 lbs/sq yd Item 100) in these areas as directed by the Engineer. The Contractor may, at no cost to the Department, substitute DGA in lieu of Asphalt Millings to fill in the shoulder drop-off areas.

WK9001 - MP 106.08 - MP 108 GRAYSON COUNTY ITEM NUMBER: 4-2056 GENERAL SUMMARY			
ITEM NUMBER	ITEM	QUANTITY	UNIT
<b>GRAYSON COUNTY</b>			
00190	LEVELING AND WEDGING PG64-22 (1)	1,000	TON
00103	ASPHALT SEAL COAT (1)	40	TON
00100	ASPHALT SEAL AGGREGATE (1)	316	TON
2562	SIGNS	2,000	SQ FT
2569	DEMobilIZATION	1	LS
2650	MAINTAIN AND CONTROL TRAFFIC	1	LS
2676	MOBILIZATION FOR MILLING & TEXTURING	1	LS
2677	ASPHALT PAVE MILLING & TEXTURING (1)	7,935	TON
2671	PORTABLE CHANGEABLE MESSAGE SIGN	4	EACH
24489EC	INLAID PAVEMENT MARKERS (2)	395	EACH
10020NS	FUEL ADJUSTMENT	12,351	DOLLAR
10030NS	ASPHALT ADJUSTMENT	31,023	DOLLAR
20071EC	JOINT ADHESIVE	35,270	LIN FT
24189ER	DURABLE WATERBORNE MARKING -6 IN W (3)	26,750	LIN FT
24190ER	DURABLE WATERBORNE MARKING -6 IN Y (3)	21,949	LIN FT
24191ER	DURABLE WATERBORNE MARKING -12 IN W	1,300	LIN FT
23143ED	KPDES PERMIT AND TEMP EROSION CONTROL	1	LS
2696	SHOULDER RUMBLE STRIPS-SAWED	43,899	LIN FT
301	CL2 ASPHALT SURFACE 0.38D PG64-22	1,617	TON
22906ES403	CL3 ASPHALT SURFACE 0.38A PG64-22	6,318	TON
3240	BASE FAILURE REPAIR	238	SQYD
6568	PAVE MARKING-THERMO STOP BAR-24IN	86	LF
21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	14,688	LF
2381	REMOVE GUARDRAIL	15,192	LF
2367	GUARDRAIL END TREATMENT TYPE 1	8	LF
2369	GUARDRAIL END TREATMENT TYPE 2A	12	EACH
2373	GUARDRAIL END TREATMENT TYPE 3	2	EACH
2391	GUARDRAIL END TREATMENT TYPE 4A	3	EACH
1982	DELINEATOR FOR GUARDRAIL-WHITE	187	EACH
1983	DELINEATOR FOR GUARDRAIL-YELLOW	49	EACH
1380	METAL END SECTION TY 2-15 IN	2	EACH
23148EN	END ANCHORS	2	EACH
461	CULVERT PIPE-15 IN	400	LF
1	DGA BASE (1)	400	TON
2483	CHANNEL LINING CLASS II	3,856	TON
6401	FLEXIBLE DELINEATOR POST-M/W	229	EACH
6404	FLEXIBLE DELINEATOR POST-M/Y	55	EACH
2165	REMOVE PAVED DITCH	726	SQYD
2484	CHANNEL LINING CLASS III	1,025	TON
2237	DITCHING	850	LF
468	CULVERT PIPE-36 IN	8	LF
1212	PIPE CULVERT HEADWALL - 36 IN	1	EACH
78	CRUSHED AGGREGATE SIZE NO 2	3,108	TON
2599	FABRIC-GEOTEXTILE TYPE IV	267	SQYD
2200	ROADWAY EXCAVATION	267	CUYD

- (1) Extra Quantity Added To be used if needed as directed by the Engineer
- (2) Existing pavement marker removal shall be incidental to ASPHALT PAVE MILLING & TEXTURING
- (3) Temporary tape or paint used for closures, etc. shall be incidental to MAINTAIN AND CONTROL TRAFFIC

Note: Quantities from all summaries have been carried over and included in this General Summary.



**WK 9001**  
**Item No. 4-2056**  
**Grayson County**

**PAVING SUMMARY**

CODE	ITEM	NOTES	UNITS	PROJECT
00190	LEVELING AND WEDGING PG64-22 (1)	To be used if needed as directed by the Engineer	TON	1,000
00103	ASPHALT SEAL COAT (1)	To be used if needed as directed by the Engineer	TON	40
00100	ASPHALT SEAL AGGREGATE (1)	To be used if needed as directed by the Engineer	TON	316
22906ES403	CL3 ASPHALT SURFACE 0.38A PG64-22	Mainline and Ramps	TON	6,318
301	CL2 ASPHALT SURFACE 0.38D PG64-22	Mainline	TON	1,617
3240	BASE FAILURE REPAIR	See Base Failure Repair Summary	SQYD	238
2677	ASPHALT PAVE MILLING & TEXTURING (1)	Mainline, Ramps, Base Failure Repairs	TON	7,935
2696	SHOULDER RUMBLE STRIPS-SAWED	Mainline and Ramps	LIN FT	43,899
20071EC	JOINT ADHESIVE	Mainline	LIN FT	35,270

(1) Extra Quantity Set Up To be used if needed as directed by the Engineer



GRAYSON COUNTY GUARDRAIL SUMMARY WK 9001														
Guardrail Milepoint to Milepoint	Steel "W" Beam	Remove Exist. G.R.	Guardrail End Treatment				Delineator for GR MD W	Delineator for GR MD Y	METAL END SECTION TY 2-15 IN	END ANCHORS	CULVERT PIPE-15 IN	Remarks	Units	
			1	2A	3	4A							L.F.	L.F.
Item	SF		2367	2369	2373	2391	1982	1983	1380	23148EN	L.F.			
Units	Item Code Number	L.F.	Each											
EB OUT SH	106.092	106.189	1	1			6							
EB OUT SH	106.468	106.959	1	1			54							Ends along Ramp C at MP 0.188
EB OUT SH	107.089	107.497	1	1			31							Begins along Ramp D at MP 0.104
EB MED SH	107.374	107.505	1	1				7						Connect to existing guardrail
EB OUT SH	107.954	108 (1)				1								Connect to existing guardrail
EB MED SH	107.961	108 (1)				1								
WB OUT SH	106.152	106.226				1								
WB OUT SH	106.456	106.906	1	1			50							Begins along Ramp A at MP 0.283
WB OUT SH	107.170	107.375	1	1			15							Ends along Ramp B at MP 0.297
WB MED SH	107.402	107.588						10	1	1	200			Taper from MP 107.541 to 107.588 (DGA and Channel Lining have also been added to General Summary for Pipe Drainage)
WB OUT SH	107.432	107.592						9	1	1	200			Taper from MP 107.545 to 107.592 (DGA and Channel Lining have also been added to General Summary for Pipe Drainage)
WB OUT SH	107.693	108 (1)						17						Connect to existing guardrail
RAMP A Inside SH	0 (1)	0.019												Connect to existing guardrail on crossroad
RAMP B Inside SH	0.199	0.276 (1)												Connect to existing guardrail on crossroad
RAMP C Inside SH	0.109	0.237 (1)												Connect to existing guardrail on crossroad
RAMP D Inside SH	0 (1)	0.023												Connect to existing guardrail on crossroad
<b>TOTAL</b>			<b>8.0</b>	<b>12.0</b>	<b>2.0</b>	<b>3.0</b>	<b>187.0</b>	<b>49.0</b>	<b>2.0</b>	<b>2.0</b>	<b>400.0</b>			

(1) Connect to existing guardrail.

Note: Milepoints are approximate based on the Eastbound Milepoints, Remove and Replace existing guardrail and end treatments.

**Grayson County**  
**WK 9001: MP 106.08 - 108**  
**NHPP 0021 (042)**

DITCH REPAIR SUMMARY											
MP - MP	DIRECTION	ITEM NUMBER	UNIT	REMOVE PAVED DITCH	CHANNEL II TON	CHANNEL III TON	DITCHING LF	NOTES			
									SQ.YD	TON	TON
				2165	2483	2484	2237				
106.00 - 106.09	WB	OUT			281						
106.05 - 106.09	WB	OUT					215	Clean out paved ditch			
106.09	WB	OUT		8	13						
106.09 - 106.12	WB	OUT				533					
106.12	WB	OUT			89			Extend from headwall to ROW			
106.17 - 106.39	WB	OUT			1055						
106.39 - 106.40	WB	OUT		83	133						
106.84 - 106.96	WB	OUT					635	Not washed out/ holding water 2' FB Inlet Ditch			
107.43	WB	MED		8	13						
107.43 - 107.47	WB	MED		125	200						
107.47 - 107.52	WB	MED			225						
107.46 - 107.52	WB	OUT			210						
107.52 - 107.54	WB	OUT			118						
106.12 - 106.14	EB	OUT		64	102						
106.21 - 106.23	EB	OUT			66						
106.23	EB	OUT			71			Extend from ditch crossing to ROW			
106.24 - 106.25	EB	OUT		36	58						
106.406 - 106.41	EB	OUT			15						
106.41 - 106.42	EB	OUT		22	36						
106.42 - 106.44	EB	OUT			99						
106.44 - 106.48	EB	OUT		109		348					
106.48	EB	OUT		14		33		Extend from headwall 25'			
107.392 - 107.46	EB	OUT		200	320						
107.42 - 107.44	EB	MED		56	89						
107.44 - 107.46	EB	MED			111			Fix ditchline behind guardrail			
107.46 - 107.75	EB	MED			906						
107.47 - 107.75	EB	OUT			876						
<b>TOTAL</b>				<b>726</b>	<b>3303</b>	<b>914</b>	<b>850</b>				

**Grayson County**  
**WK 9001: MP 106.08 - 108**  
**NHPP 0021 (042)**

PIPE HEADWALL & OUTLET REPAIR @ MP 106.118 EB			
DRAINAGE SUMMARY			
	CULVERT PIPE - 36 IN (1)	PIPE CULVERT HEADWALL - 36 IN	CHANNEL LINING CLASS III (2)
UNIT	LIN FT	EACH	TON
ITEM NUMBER	468	1212	2484
	<b>8</b>	<b>1</b>	<b>111</b>

- (1) Install as RCP
- (2) Line outlet ditch

**Grayson County**  
**WK 9001: MP 106.08 - 108**  
**NHPP 0021 (042)**

FILL SLOPE EROSION REPAIR SUMMARY			
			NOTES
	UNIT		
	ITEM NUMBER	CRUSHED AGGREGATE SIZE NO. 2	
MP - MP	DIRECTION	EST. WIDTH	
106.10 - 106.15	WB	20	
106.41 - 106.85	WB	18	ON RAMP + PARKWAY
107.14 - 107.31	WB	22	OFF RAMP
107.40 - 107.54	WB	18	
106.09 - 106.15	EB	20	132
106.46 - 106.68	EB	22	571
107.05 - 107.24	EB	16	364
107.33 - 107.45	EB	20	282
<b>TOTAL</b>			<b>3108</b>

SLIDE REPAIR @ MP 107.95 EB			
	TY 4 GEOTEXTILE FABRIC	CHANNEL LINING CL II	ROADWAY EXCAVATION
ITEM NUMBER	2599	2483	2200
UNIT	SY	TON	CY
	<b>267</b>	<b>533</b>	<b>267</b>

**EXTENSION OF PROJECT LIMITS ARE NECESSARY TO COMPLETE  
THIS REPAIR**

**Grayson County**  
**WK 9001: MP 106.08 - 108**  
**NHPP 0021 (042)**

BASE FAILURE REPAIR SUMMARY					
LOCATION		LENGTH	WIDTH	BASE FAILURE REPAIR	NOTES
ROADWAY	MILEPOINT	FEET	FEET	SQ YD	
ITEM NUMBER				3240	
WKP EB	106.39	10	12	13	
WKP EB	106.42	47	7	37	6ft Mainline + 1ft shoulder
WKP EB	106.47	30	7	23	6ft Mainline + 1ft shoulder
WKP EB	106.61	37	12	49	
WKP EB	106.63	28	7	22	6ft Mainline + 1ft shoulder
WKP EB	106.71	16	12	21	
WKP EB	107.03	50	12	67	
WKP EB	107.09	8	6	5	
<b>TOTAL</b>				<b>238</b>	

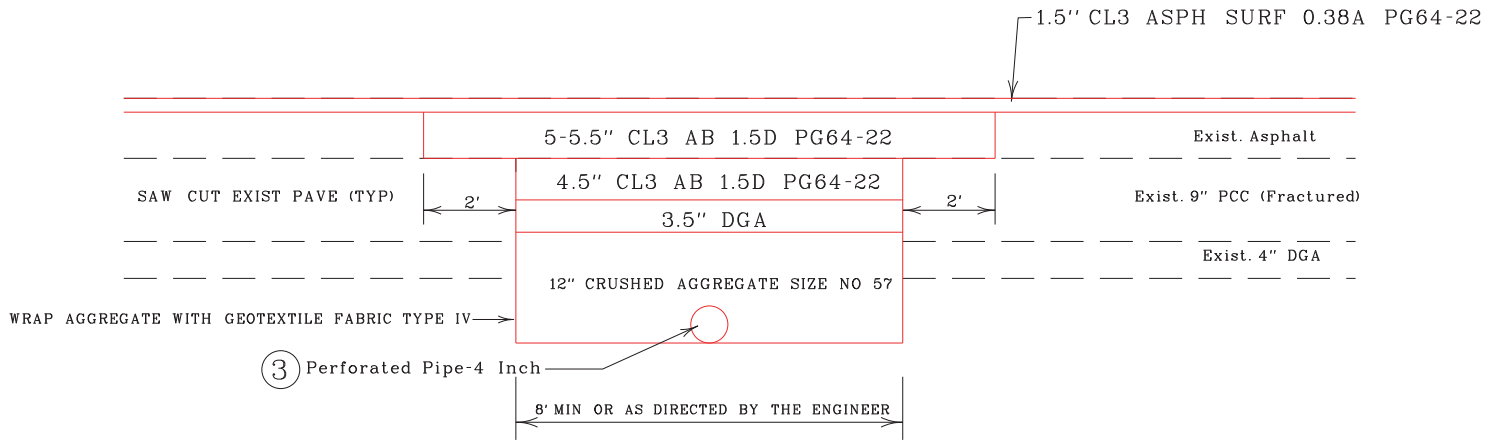
**Grayson County**  
**WK 9001: MP 106.08 - 108**  
**NHPP 0021 (042)**

PERFORATED PIPE DRAINAGE SUMMARY									
	UNIT	TON	PVC PIPE - 4 IN	PERFORATED PIPE - 4IN	PERF PIPE HEADWALL TY1 - 4 IN	PERF PIPE HEADWALL TY2 - 4 IN	PERF PIPE HEADWALL TY3 - 4 IN	NOTES	
	ITEM NUMBER	78	3383	1000	1020	1024	1028		
ROADWAY	MILEPOINT		LIN FT		EACH				
WKP EB	106.39	1	20	12		1			
WKP EB	106.42	1	20	7		1			
WKP EB	106.47	1	20	7	1				
WKP EB	106.61	1	20	12	1				
WKP EB	106.63	1	20	7	1				
WKP EB	106.71	1	35	12	1			ACROSS THE OFF-RAMP	
WKP EB	107.03	1	35	12			1	PLACE ON SKEW TO DITCH	
WKP EB	107.09	1	45	6		1		ACROSS THE ON-RAMP	
<b>TOTAL*</b>		<b>8</b>	<b>215</b>	<b>75</b>	<b>4</b>	<b>3</b>	<b>1</b>		

NOTE: ALL QUANTITIES ON THIS PAGE SHALL BE INCIDENTAL TO "BASE FAILURE REPAIR".

**\*QUANTITIES ON THIS PAGE ARE FOR INFORMATIONAL PURPOSES ONLY**

# BASE FAILURE REPAIR WK 9001 EB

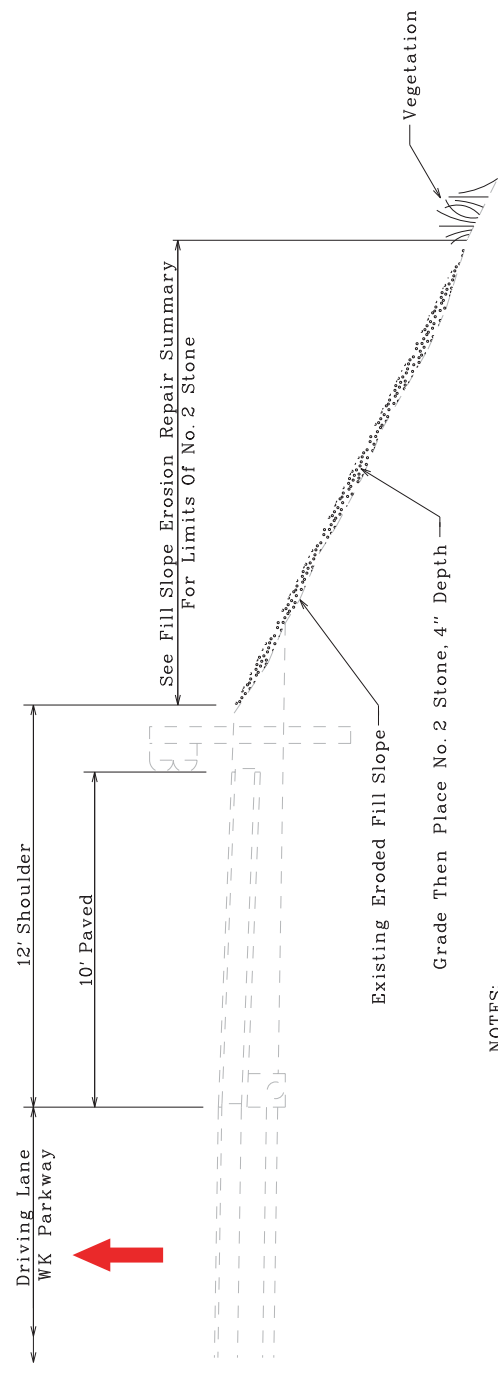


NOTE: Contractor must wait at least 7 days after completion of the Base Failure Repairs and open to traffic before beginning the mill and fill part of the contract on the driving lanes only. Any shoulder Base Failure Repairs are not required to wait the 7 days.

- 1 "BASE FAILURE REPAIR" areas may be in either one driving lane, multiple driving lanes, the shoulder(s), or a combination of these at the discretion of the Engineer. The location and length of each "BASE FAILURE REPAIR" area shall be at the discretion of the Engineer. See the BASE FAILURE REPAIR SUMMARY for approximate locations. Before removal of the existing material, saw cuts shall be made in sound concrete pavement to each side of the joint to be repaired no closer than four feet to an existing joint. If existing joints are not apparent, the Engineer will determine the actual location of the saw cut. Existing asphalt may be milled in lieu of saw cutting, but existing PCC shall be saw cut.
- 2 After all existing material (roadbed included) has been removed, each course of backfill material shall be compacted to the proper density for the material being placed as required in the Standard Specifications, current edition.
- ③ The transverse underdrain (4" perforated pipe) shall not be wrapped and only course aggregate shall be used. The perforated pipe shall drain toward and be tied into the Longitudinal Edge Drain System or outletted to a separate headwall. If the perforated pipe can't be tied to the longitudinal edge drain, a section of 4" PVC pipe is to be used under the shoulder and slope to tie the perforated pipe to the headwall. All perforated pipe should be outletted to the longitudinal edge drain or to a perforated pipe headwall. Perforated pipe headwalls, when required, shall be incidental to "BASE FAILURE REPAIR". Locate perforated pipe 4-inch at the low point of the repair.
- 4 The Contract Unit Bid Price per SQ YD for "BASE FAILURE REPAIR" shall include: milling and texturing, saw cutting, removing pavement, roadway excavation, crushed aggregate size no. 57, all asphalt excluding the 1.5 inches of asphalt surface called for in the 'Typical Sections', perforated pipe - 4 inch, Perforated pipe headwalls, 4" PVC pipe, fabric-geotextile type IV, DGA, and all incidentals necessary to complete the pipe and repair installation as detailed.

# FILL SLOPE EROSION REPAIR AND DITCH REPAIR DETAILS

## FILL SLOPE EROSION REPAIR



Grade Then Place No. 2 Stone, 4" Depth

Existing Eroded Fill Slope

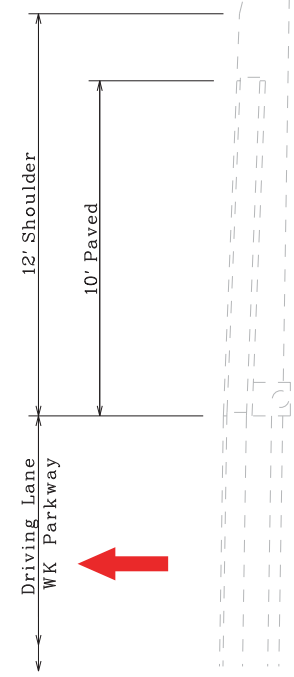
See Fill Slope Erosion Repair Summary For Limits Of No. 2 Stone

Vegetation

NOTES:  
See The Fill Slope Erosion Repair Summary For Locations And Quantity Of No. 2 Stone.  
Grading The Slope Prior To Placement Of No. 2 Stone Will Be Incidental To The Stone Bid Item.

## DITCH REPAIR

### ROADWAY DITCHES



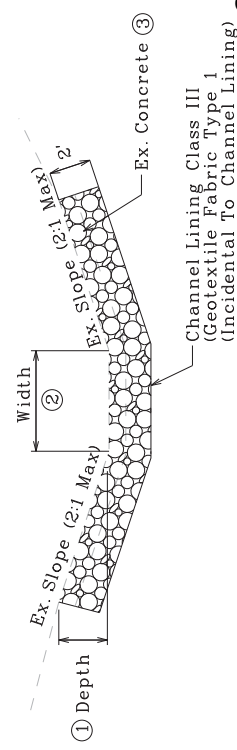
Existing Eroded Ditch

Channel Lining Class II (15" Min Thickness)

Wrap Eroded Ditch w/Geotextile Fabric Type 1 (Incidental To Channel Lining)

NOTES:  
See The Ditch Repair Summary For Locations And Quantities Of Ditch Work.  
Any Clearing & Grubbing Required To Repair The Paved Ditches Will Be Incidental To Bid Item 2165 'Remove Paved Ditch'.

### EX. BROKEN PAVED DITCHES



① Match Existing Or 1.5' Min, Whichever Is Greater.  
② At the discretion of the Engineer  
③ Existing Concrete May Be Broken Into Pieces The Size Of Class III Channel Lining And Reshaped To That Of The New Ditch.



**WK9001 GRAYSON COUNTY  
MP 106.08 TO MP 108  
NHPP 0021 (042)  
ITEM NO. 4-2056**

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<p>THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY</p>
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## **I. DESCRIPTION**

Perform all work in accordance with the Department's 2012 Standard Specifications, Supplemental Specifications, any applicable Special Provisions, and applicable Standard and Sepia Drawings, except as hereafter specified. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for the following work:

- (1) Maintain and Control Traffic; (2) Inlaid pavement markers; (3) Asphalt Pavement Milling and Texturing; (4) Asphalt Surface at locations listed and/or directed by the Engineer; (5) Base Failure Repairs; (6) Remove and Replace Guardrail and Guardrail End Treatments at the locations listed and/or directed by the Engineer; (7) Repair eroded side slopes and ditches; and (8) All other work specified as part of this contract.

## **II. MATERIALS**

Except as specified in these notes or on the drawings, all materials will be according to the Standard Specifications and applicable Special Provisions and Special Notes. The Department will sample and test all materials according to the Department's Sampling Manual and the Contractor will have the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in these notes.

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Pavement Markings -6 inch Paint.** Use Durable Waterborne Marking 6- inch for permanent striping (12 inch at entrance and exit ramp tapers).

## **III. CONSTRUCTION METHODS**

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Site Preparation.** Be responsible for all site preparation. Do not disturb existing signs. This item will include, but is not limited to, incidental excavation and backfilling; removal of all obstructions or any other items; disposal of

materials; sweeping and removal of debris; shoulder preparation and restoration, temporary and permanent erosion and pollution control; and all incidentals. Site preparation will be only as approved or directed by the Engineer. Other than the bid items listed, no direct payment will be made for site preparation, but will be incidental to the other items of work.

- C. Disposal of Waste.** Dispose of all cuttings, debris, and other waste off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. The contractor will be responsible for obtaining any necessary permits for this work. Temporary openings in the right of way fence for direct access to waste sites off the right of way or for access to other public roads will not be allowed. No separate payment will be made for the disposal of waste and debris from the project or obtaining the necessary permits, but will be incidental to the other items of the work.
- D. Final Dressing, Clean Up, and Seeding and Protection.** After all work is completed, completely remove all debris from the job site. Perform Class A Final Dressing on all disturbed areas. Sow disturbed earthen areas with Seed Mixture No. 1. These items are incidental to the other items of the work.
- E. Pavement Striping and Pavement Markers.** Permanent striping will be in accordance with Section 112, except that:
- (1) Striping will be 6" in width;
  - (2) Permanent Striping will be in place before job is complete;
  - (3) Permanent striping will be 6" Durable Waterborne Marking &
  - (4) Existing pavement marker removal shall be incidental to ASPHALT PAVE MILLING & TEXTURING.
- F. On-Site Inspection.** Each Contractor submitting a bid for this work will make a thorough inspection of the site prior to submitting a bid and will thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.
- G. Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's work. Restore all disturbed features in like kind materials and design to the existing or proposed grades, as applicable, at no additional cost to the Department.
- H. Caution.** Information shown on the drawings and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusions as to the conditions

encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown.

- I. **Utility Clearance.** It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities.
- J. **Guardrail.** Remove, replace and extend guardrail and guardrail End Treatments listed in the Guardrail Summary or as directed by the Engineer. Quantities are approximate only. Actual locations will be determined by the Engineer at the time of construction. Grade and reshape shoulders to proper template for new End Treatment. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area. A maximum of seven calendar days will be allowed between the removal of a guardrail section and the installation of new guardrail at that same location unless otherwise approved by the Engineer.

#### IV. METHOD OF MEASUREMENT

Except as specified in these notes, or elsewhere in the drawings or this proposal, the method of measurement will be in accordance with the Standard Specifications.

- A. **Maintain and Control Traffic.** See Traffic Control Plan.
- B. **Site Preparation.** Other than the bid items listed, site preparation will not be measured for payment but will be incidental to the other items of work.
- C. **Inlaid Pavement Markers and Permanent Striping.** Permanent striping Durable Waterborne Marking (6" and 12") is measured per linear foot. See Traffic Control Plan. Inlaid Pavement Markers are measured as each.
- D. **Erosion Control.** Erosion control items not listed as bid items will not be measured for payment, but will be considered incidental to the "lump sum" price for the bid item "KPDES Permit & Temporary Erosion Control".
- E. **Base Failure Repair.** Base failure repair shall be bid in "square yards" and consists of all labor, equipment and materials necessary to complete the

repairs as shown in the detail provided in the proposal. Additional quantities have been included for base failure repairs.

## **V. BASIS OF PAYMENT**

Except as specified in these notes, or elsewhere in the drawings or this proposal, basis of payment will be in accordance with the Standard Specifications. No direct payment will be made other than for the bid items listed. All other items required to complete the construction will be incidental to the bid items listed. Existing signs damaged by the Contractor will be replaced by the Contractor at his expense.

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Site Preparation.** Other than the bid items listed, site preparation will not be measured for payment but will be incidental to the other items of work.
- C. Inlaid Pavement Markers and Permanent Striping.** See Traffic Control Plan.

**NOTES APPLICABLE TO PROJECT  
PAVEMENT REHABILITATION  
GRAYSON COUNTY  
ITEM NO. 4-2056**

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<p>THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY</p>
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1. The dimensions and cross slopes shown on the typical section for pavement and shoulder widths and thickness are nominal or typical dimensions. The actual dimensions to be constructed may be varied to fit existing conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened or the cross slopes changed unless specified in the Proposal or directed by the Engineer.
2. Contractor shall mill WK9001 mainline and shoulder pavements as shown on the Typical Sections. Payment for milling shall be per ton and paid as "ASPH PAVE MILLING & TEXTURING". 1.5" Asphalt Surface shall be placed throughout the project on the mainline and shoulders as shown in the Typical Sections.
3. The KY 259 ramps in the project area shall be milled 1.5 inches and paved with 1.5 inches of asphalt surface as shown in the Typical Sections.
4. Base Failure Repairs may be placed as shown in the Detail at locations in the BASE FAILURE REPAIR SUMMARY as directed by The Engineer and paid for by square yard with "BASE FAILURE REPAIR". The Contractor must wait at least 7 days after the completion of the Base Failure Repairs and open to traffic before beginning the mill and fill part of the contract on the driving lanes only.
5. Any delineator posts, light poles or roadway signs that are damaged by the Contractor during construction are to be replaced at the contractor's expense. Signs that appear to have no visible damage but that are leaning are to be reset as directed by the Engineer. Payment for this work will be considered incidental to the contract.
6. Asphalt Pavement Ride Quality requirements, in accordance with section 410 Category "A" of the Standard Specifications, shall apply on this project.
7. Portable Changeable Message Boards furnished by the contractor shall become possession of the Department in new condition upon completion of the project.
8. INLAID PPAVEMENT MARKERS (IPMs) will be used in lieu of Type 5 Pavement Markers on this job. Place two (2) IPMs per groove where Type 5 Pavement Markers would be located according to the Standard Drawings.

9. There is a quantity of "LEVEL & WEDGING PG 64-22" set up to correct irregularities. The quantity for irregularities may or may not be necessary and will be placed at the discretion of the Engineer.
10. There is additional quantity of "ASPHALT SEAL COAT", "ASPH PAVE MILLING & TEXTURING", etc. set up to be placed if needed as directed by the Engineer.
11. The speed limit on this project will be reduced to 55 mph while lane closures are in place. Any time work is suspended the speed limit will revert back to 70 mph. Also, double fine signs are set up in the project to be installed while workers are present in the work zone.
12. Asphalt Millings from the project that are not used to fix shoulder drop-offs shall become the property of the Contractor. The transfer to the Contractor shall all be incidental to "ASPH PAVE MILLING & TEXTURING".
13. The specified completion date for this project is September 1, 2016. Contrary to section 108, liquidated damages will be charged during the months of December 2016 through March 2017.

**TRAFFIC CONTROL PLAN  
GRAYSON COUNTY  
WK9001  
NHPP 0021 (042)  
Item Nos. 4-2056**

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**THIS PROJECT IS A FULLY  
CONTROLLED ACCESS HIGHWAY**

**TRAFFIC CONTROL GENERAL**

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 2012 Standard Specifications and the Standard Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings. Do NOT use cones for lane closures or shoulder closures.

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition at the beginning of the work and maintained in like new condition until completion of the work. Traffic control devices will conform to current MUTCD.

Reduce the speed limit in work areas to 55 miles per hour (35 miles per hour for ramps) and establish double fines for work zone speeding violations. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. At the beginning of the work zone, the "WARNING FINE DOUBLED IN WORK ZONE" signs will be dual mounted. At the end of the work zone, the "END DOUBLE FINE" signs will be dual mounted as well. Remove or cover the signs when the highway work zone does not have workers present for more than a two-hour period of time. Payment for the signs will be at the unit bid price for signs erected. Any relocation or covering of the signs will be incidental to "Maintain and Control Traffic," lump sum.

Night work will be allowed on this project. Obtain approval from the Engineer for the method of lighting prior to its use.

**PROJECT PHASING & CONSTRUCTION PROCEDURES**

No lane closures are allowed on the following dates or times:

September 4-7, 2015  
December 24-25, 2015  
December 31, 2015 – January 1, 2016  
May 27-30, 2016  
July 1-4, 2016

Traffic Control Plan  
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The Engineer may specify additional days and hours when lane closures are not allowed. Traffic may be reduced to one lane in each direction at all other times.

The KY 259 Ramps may be paved part-width with traffic open at any time at the discretion of the Engineer.

The Contractor must notify the Engineer at least fourteen (14) days prior to ramp work. All closures must be approved by the Engineer at least 14 days prior to the closure.

Note that lane closures are required for the project. Stripe and taper according to the MUTCD and Standard Drawings.

During the days and hours when a lane closure is allowed, implement the following procedures: Maintain traffic as specified in the phasing notes and typical sections.

The contractor must notify the Engineer at least fourteen (14) days prior to the beginning of each construction phase in either direction.

During the days when a lane closure is allowed, maintain traffic as specified in the phasing notes and typical sections. Please refer to the "Special Note for Fixed Completion Date and Liquidated Damages" for damage rates per hour associated with failure to maintain the required number of lanes during a specific time period.

## **LANE CLOSURES**

Limit the lengths of lane closures to only that needed for actual operations in accordance with the phasing specified herein, or as directed by the Engineer with a minimum of one mile between successive lane closures. Contrary to section 112, lane closures will **NOT** be measured for payment, but are considered incidental to "Maintain and Control Traffic," lump sum.

## **SIGNS**

Additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, dual mounted TRUCKS USE LEFT/RIGHT LANE, LEFT/RIGHT LANE CLOSED 1 MILE, LEFT/RIGHT LANE CLOSED 2 MILE, LEFT/RIGHT LANE CLOSED 3 MILE, SLOWED/STOPPED TRAFFIC AHEAD. Signage for reduced speed limits and double fine work zones will be furnished, relocated, and maintained by the Contractor.

Contrary to section 112, Individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.



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A quantity of signs has been included for lane shifts, "Roadwork Ahead" signs on entrance ramps, and extra double fine signs and speed limit signs between interchanges to be paid only once no matter how many times they are moved or relocated.

### **FLASHING ARROWS**

Flashing arrows will not be measured for payment, but are incidental to "Maintain and Control Traffic," lump sum. The Department **WILL NOT** take possession of the flashing arrows upon completion of the work.

### **PORTABLE CHANGEABLE MESSAGE SIGNS**

Provide portable changeable message signs (PCMS) in advance of and within the project at locations to be determined by the Engineer. If work is in progress concurrently in both directions, or if more than one lane closure is in place in the same direction of travel, provide additional PCMS. Place PCMS one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens relocate or provide additional PCMS so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The locations designated may vary as the work progresses. The messages required to be provided will be designated by the Engineer. The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the contractor will repair or replace the PCMS immediately. PCMS will be paid for once, no matter how many times they are moved or relocated. The Department **WILL** take possession of the signs upon completion of the work.

### **TRUCK MOUNTED ATTENUATORS**

Furnish and install MUTCD approved truck mounted attenuators (TMA) in advance of work areas when workers are present less than 12 feet from traffic. If there is less than 500 feet between work sites, only a single TMA will be required at a location directed by the Engineer. Locate the TMAs at the individual work sites and move them as the work zone moves within the project limits. All details of the TMA installations shall be approved by the Engineer. TMA will not be measured for payment, but are incidental to "Maintain and Control Traffic," lump sum. The Department **WILL NOT** take possession of the TMAs upon completion of the work.

### **PAVEMENT MARKINGS**

If lane closures are in place during nighttime hours, remove or cover the lenses of pavement markers that do not conform to the traffic control scheme in use, or as directed by the Engineer. Replace or uncover lenses before a closed lane is reopened to traffic. No direct payment will be made for removing and replacing or covering and uncovering the lenses, but will be incidental to "Maintain and Control Traffic," lump sum.

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Place temporary and permanent striping in accordance with Section 112, except that:

1. Temporary and permanent striping will be 6" in width
2. If the contractor's operations or phasing requires temporary markings which must be subsequently removed from the ultimate pavement, an approved removable lane tape will be used.
3. Edge lines will be required for temporary striping
4. Existing, temporary, or permanent striping will be in place before a lane is opened to traffic
5. Place permanent striping on bridge decks and pavement within the project limits.
6. Permanent striping will be Durable Waterborne Markings
7. All Temporary striping will be incidental to "Maintain and Control Traffic"

Should the Contractor change the existing striping pattern, the Contractor is to restripe the roadway back to its original configuration after a certain period of time especially if no work is anticipated for a period of time (i.e. Winter shutdown).

#### **PAVEMENT EDGE DROP-OFFS**

Pavement edge drop-offs will be protected by a lane or shoulder closure. Lane closures will be protected with plastic drums, vertical panels, or barricades as shown on the Standard Drawings.

Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

2" and less – Protect with a lane closure.

2" to 4" – Protect with a lane closure. Place plastic drums, vertical panels, or barricades every 50 feet. Cones may not be used in place of plastic drums, panels, and barricades at any time. Construct a wedge with compacted cuttings from milling, trenching, or asphalt mixtures with a 3:1 or flatter slope, when work is not active in the drop-off area. Place Type III Barricades at the beginning of the lane closures, and place additional Type III Barricades spaced at 2,500 feet during the time the lane closure is in place. Type III Barricades will not be measured for payment and will be considered incidental to "Maintain and Control Traffic."

Greater than 4" – Pavement Repair areas – In areas where pavement is to be removed, work should proceed continuously so that traffic is exposed to a drop-off for the minimum amount of time necessary to bring the pavement back up to existing grade. Barrel spacing should be 20 feet and appropriate lighting should be utilized to illuminate the area during nighttime operations.

Approximate Base failure repair locations are listed in the proposal. The Engineer will determine the exact location at the time of construction. Once removal of pavement at a particular repair location has begun, work continuously to complete the

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work and eliminate the “hole”. Place Type III Barricades immediately in front of pavement removal areas. Type III Barricades will not be measured for payment and will be considered incidental to “Maintain and Control Traffic.”

All materials, items and work required to protect pavement drop-offs shall be incidental to “Maintain and Control Traffic”.

### **TRAFFIC COORDINATOR**

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must be certified by the American Traffic Safety Services Association (ATSSA). The Traffic Coordinator will inspect the project maintenance of traffic once daily, including weekends, during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

During any period when a lane closure is in place, the Traffic Coordinator will arrange for personnel to be present on the project at all times to inspect the traffic control, maintain the signing and devices, and relocate portable changeable message boards as queue lengths change. The personnel will have access on the project to a radio or telephone to be used in case of emergencies or accidents.

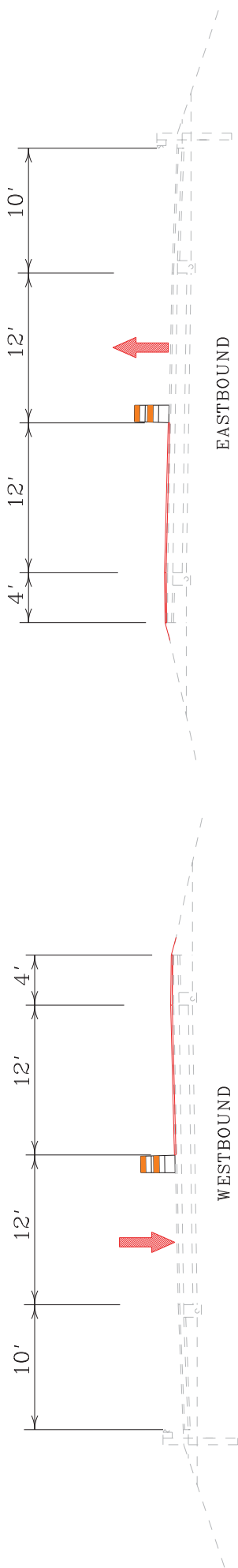
### **COORDINATION OF WORK**

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

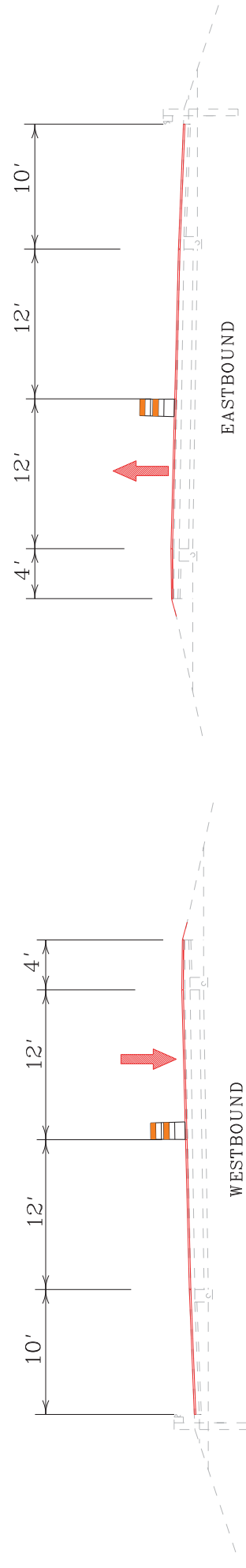
### **CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' VEHICLES**

Do not use or allow employees to use median crossovers at any time except when inside lanes are closed for construction. In all other phases of construction, change vehicular direction of travel only at interchanges.

# WESTERN KENTUCKY PARKWAY MAINTENANCE OF TRAFFIC TYPICAL SECTIONS



The inside lane and shoulder will be closed in both directions. Place necessary base failure repairs in the inside lane and shoulder as directed by the Engineer. Mill and Pave the asphalt surface in the inside lane and shoulder as shown in the typical sections. Place striping and inlaid pavement markers in accordance with MUTCD and KYTC Standard Drawings. Saw inside shoulder rumble strips. Place Asphalt Millings from project and Seal Coat as directed by the Engineer on the outside edge of paved inside shoulder.



The outside lane and shoulder will be closed in the both directions. Place necessary base failure repairs in the outside lane and shoulder as directed by the Engineer. Mill and Pave the asphalt surface in the outside lane and shoulder as shown in the typical sections. Place striping and inlaid pavement markers in accordance with MUTCD and KYTC Standard Drawings. Saw outside shoulder rumble strips.

Note: The Contractor must wait at least 7 days after completion of the Base Failure Repairs and open to traffic before mill and filling the asphalt surface on the mainline.

## REFERENCES

1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2012.

2. FHWA Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

3\*. Active Sepia List

<u>Drawing No.</u>	<u>Drawing Name</u>
001	Delineators at Narrow Shoulder Bridges
002	Delineators For Guardrail
007	Guardrail End Treatment Type 2A
008	Guardrail Components
011	Shoulder Rumble Strips
012	Steel Beam Guardrail (“W” Beam)
013	Guardrail Posts
014	Guardrail Connector to Bridge End Type A and A-1 Components
015	Guardrail Connector to Concrete Median Barrier End
018	Flexible Delineator Post Arrangements for Horizontal Curves
019	Flexible Delineator Post Arrangements for Interchange Ramps and Crossovers

4\*. Kentucky Department of Highways Standard Drawings, current editions, as applicable:

RGS-002-05	Superelevation for Multilane Pavement
RGX-001-05	Miscellaneous Standards Part I
RGX-060	Breakaway Sign Support System For Type C Beam
RGX-061	Footing Details For Type C Beam
RGX-065	Type D Breakaway Sign Support
RGX-200	One Point Proctor Family of Curves
TPM-105-02	Pavement Marker Arrangements Multi-Lane Roadways (Use inlaid in lieu of Type 5 pavement markers)
TPM-125	Pavement Marker Arrangement Exit Gore and Off-Ramp (Use inlaid in lieu of Type 5 pavement markers)
TPM-130	Pavement Marker Arrangement On-Ramp with Tapered Acceleration Lane (Use inlaid in lieu of Type 5 pavement markers)
TPM-135	Pavement Marker Arrangement On-Ramp with Parallel Acceleration Lane (Use inlaid in lieu of Type 5 pavement markers)
TTC-115	Lane Closure Multi-Lane Highway Case I
TTD-110	Post Splicing Detail
TTD-120	Work Zone Speed Limit and Double Fine Signs
TTD-125	Pavement Condition Warning Signs
TTS-120	Mobile Operation for Durable Striping Case I
RBB-001-07	Guardrail and Bridge End Drainage For Single Structures
RBB-002-08	Guardrail and Bridge End Drainage For Twin Structures
RBB-003-02	Layout of Guardrail At Twin Structures (Depressed Median)
RBB-010-04	Guardrail Transition From Normal Shoulder To Narrow Bridge
RBC-001-10	Guardrail Connector to Bridge End Type A and A-1

- RBC-002-02 Guardrail Connector to Bridge End Type A Components
  
- RBI-001-10 Typical Guardrail Installations
- RBI-002-06 Typical Guardrail Installations
- RBI-004-04 Installation of Guardrail End Treatment Type 1
- RBI-005-07 Guardrail Installation at Bridge Columns
- RBR-010-05 Guardrail Terminal Sections
  
- RBR-016-04 Guardrail Posts
- RBR-020-04 Guardrail End Treatment Type 1
- RBR-020-05 Guardrail End Treatment Type 1
  
- RBR-030-04 Guardrail End Treatment Type 3
- RBR-031 Guardrail End Treatment Type 3 Pipe Drainage Detail
- RBR-035-10 Guardrail End Treatment Type 4a
- RDP-001-05 Perforated Pipe Types and Cover Heights
- RDP-005-04 Perforated Pipe For Subgrade Drainage On Two-Lane (Class 2) and Multi-Lane Roads
- RDP-006-03 Perforated Pipe Underdrains
- RDP-007-03 Perforated Pipe Details (Solid Rock)
- RDP-010-08 Perforated Pipe Headwalls
- RGS-001-06 Curve Widening and Superelevation Transitions
- RPM-001-03 Permanent U-Turn Median Opening
- TTC-135-01 Shoulder Closure
- TTC-155-01 Temporary Pavement Marker Arrangements For Construction Zones
- TTC-160-01 Temporary Pavement Marker Arrangements For Lane Closures
- TTS-100-01 Mobile Operation For Paint Striping Case I
- TTS-105-01 Mobile Operation For Paint Striping Case II
- TTS-110-01 Mobile Operation For Paint Striping Case III
- TTS-115-01 Mobile Operation For Paint Striping Case IV
- TTS-120-01 Mobile Operation For Durable Striping Case I
- TTS-125-01 Mobile Operation For Durable Striping Case II
- TTS-130-01 Mobile Operation For Durable Striping Case III
- TTS-135-01 Mobile Operation For Durable Striping Case IV

5\*. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2012 - Supplemental Specifications, as applicable:

- Special Note II Portable Changeable Message Signs (6/15/2012)
- Special Note Typical Section Dimensions
- Special Note Before You Dig
- Special Provision For Waste and Borrow Sites
- Special Note For Longitudinal Pavement Joint Adhesive
- Special Note Fixed Completion Date and Liquidated Damages
- Special Note For Asphalt Milling and Texturing
- Special Note For Erosion Prevention and Sediment Control

\*Note: This is a partial list that may be applicable to this project

**Special Note for Fixed Completion Date and  
Liquidated Damages  
Grayson County  
Item No. 4-2056**

Contrary to Section 108.09, Liquidated Damages of \$5,000 per calendar day will be assessed for each day work remains uncompleted beyond the Specified Completion Date. This project has a Fixed Completion Date of September 1, 2016.

Contrary to Section 108.09 of the Standard Specifications, **the disincentive fee will be charged during those periods when seasonal limitations of the Contract prohibit the Contractor from working on a controlling item or operation. This includes the months from December through March.**

All liquidated damages will be applied cumulatively.

All other applicable portions of Section 108 apply.

## **SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS**

### **WK9001**

The dimensions shown on the typical sections for pavement and shoulder widths are nominal or typical dimensions. The actual dimensions to be constructed may be varied to fit existing conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened unless specified elsewhere in the Proposal.



## **SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS**

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

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

### **2.1 MATERIALS.**

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

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

### **2.3 Sign and Controls.** All signs must:

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

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

/KEEP/RIGHT/=>=>=>/	/MIN/SPEED/**MPH/
/KEEP/LEFT/<<<<</	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/***0 FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

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

**2.4 Power.**

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

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

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

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

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

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**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

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

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

Effective June 15, 2012

## **SPECIAL NOTE UTILITIES**

### **BEFORE YOU DIG**

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

### **COORDINATION WITH UTILITY FACILITY OWNERS**

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

### **PROTECTION OF UTILITY FACILITIES**

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

### **SPECIAL PROVISION FOR WASTE AND BORROW SITES**

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

01/01/2009

**SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE**

1. DESCRIPTION. This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.
2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 – 10.0	ASTM D 4402
Cone Penetration, 77 ° F	60 – 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329, Type II
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

Ensure the temperature of the pavement joint adhesive is between 380 and 410 °F when the material is extruded in a 0.125-inch-thick band over the entire face of the longitudinal joint.

2.2. Equipment.

2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.

2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.

2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air.

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Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.

3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40 ° F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).

3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's certification to the Engineer stating the material conforms to all requirements herein prior to use.

3.4 Sampling and Testing. The Department will require a random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.

4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

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Pavement Joint Adhesive Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Joint Adhesive Referenced in Subsection 2.1.1						
Viscosity, 400 ° F (Pa•s) ASTM D 3236	4.0-10.0	3.5-10.5	3.0-3.4 10.6-11.0	2.5-2.9 11.1-11.5	2.0-2.4 11.6-12.0	≤1.9 ≥ 12.1
Cone Penetration, 77 ° F ASTM D 5329	60-100	57-103	54-56 104-106	51-53 107-109	48-50 110-112	≤ 47 ≥ 113
Flow, 140 ° F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤ 21
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Softening Point, ° F AASHTO T 53	≥ 171	≥ 169	166-168	163-165	160-162	≤ 159
Ductility, 77 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Ductility, 39 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9

Code  
20071EC

Pay Item  
Joint Adhesive

Pay Unit  
Linear Foot

May 7, 2014



**SPECIAL NOTE FOR  
ASPHALT MILLING AND TEXTURING**

Asphalt Millings from the project are to be placed in shoulder drop-off areas as directed by the Engineer. The remaining Asphalt Millings from the project shall become the property of the Contractor.

**SPECIAL NOTE FOR INLAID PAVEMENT MARKERS**

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**I. DESCRIPTION**

Except as provided herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and applicable Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. This work shall consist of:

- (1) Maintain and Control Traffic; and (2) Furnish and install Inlaid Pavement Markers (IPMs) in recessed grooves; and (3) Any other work as specified by these notes and the Contract.

**II. MATERIALS**

The Department will sample all materials in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

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

**B. Markers.** Provide reflective lenses with depth control breakaway positioning tabs. Before furnishing the markers, provide to the Engineer the manufacturer's current recommendations for adhesives and installation procedures. Use one brand and design throughout the project. Use markers meeting the specifications in the table below.

<b>SPECIFICATIONS FOR HOUSING AND REFLECTOR</b>	
Material:	Polycarbonate Plastic
Weight:	Housing 2.00 oz.
	Reflector 2.00oz.
Housing Size:	5.00" x 3.00" x 0.70" high
Specific Intensity of Reflectivity at 0.2° Observation Angle	
White:	3.0 at 0°entrance angle
	1.2 at 20°entrance angle
Yellow:	60% of white values
Red:	25% of white values

**C. Adhesives.** Use adhesives that conform to the manufacturer's recommendations.

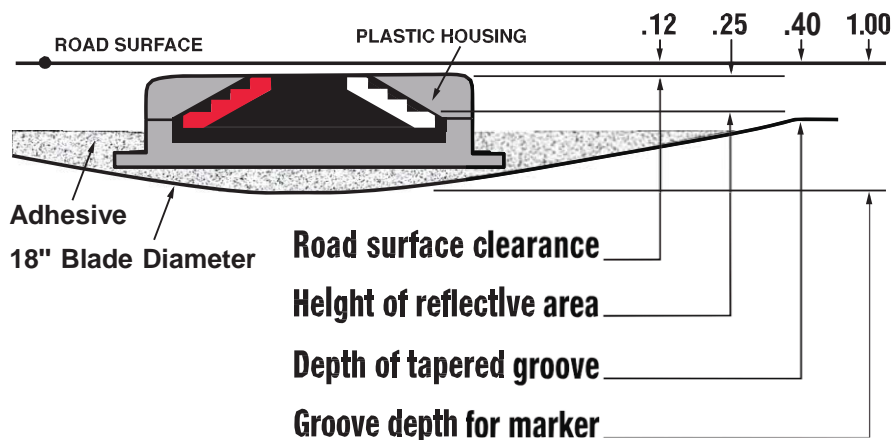
### III. CONSTRUCTION

**A. Experimental Evaluation.** The University of Kentucky Transportation Center will be evaluating this installation of IPMs. Notify the Engineer a minimum of 14 calendar days prior to beginning work. The Engineer will coordinate the University's activities with the Contractor's work.

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

**C. Installation.** Install IPMs in recessed grooves cut into the final course of asphalt pavement according to the manufacturer's recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent tearing or raveling. Cut installation grooves using diamond blades on saws that accurately control groove dimensions. Remove all dirt, grease, oil, loose or unsound layers, and any other material from the marker area which would reduce the bond of the adhesive. Maintain pavement surfaces in a clean condition until placing markers.

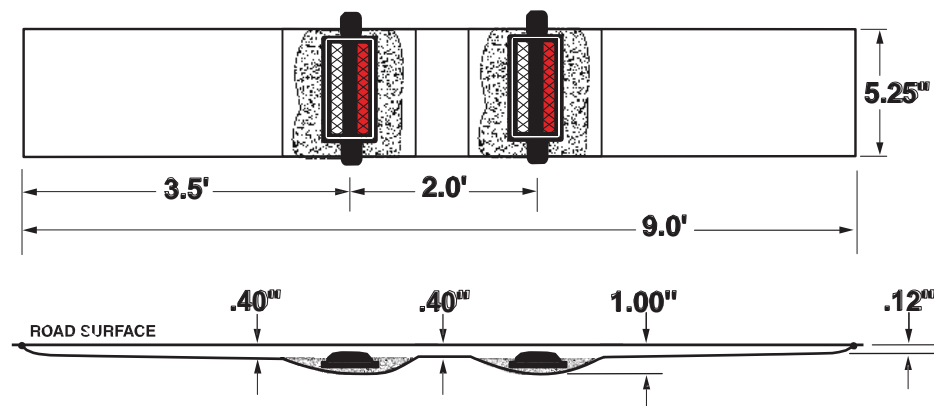
Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Use an approved snowplowable epoxy adhesive. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around the entire perimeter of the marker. Use materials, equipment, and construction procedures that ensure proper adhesion of the markers to the pavement surface according to the manufacturer's recommendations. Remove all excess adhesive from in front of the reflective faces. If any adhesive or foreign matter cannot be removed from the reflective faces, or if any marker fails to properly adhere to the pavement surface, remove and replace the marker at no additional cost to the Department.



**D. Location and Spacing.** Install the markers in the pattern for high reflectivity with two (2) IPMs per groove. Locate and space markers as shown in the current standard drawings or sepias (note: use Inlaid Pavement Markers wherever Type V Pavement Markers are called for). Do not install markers on bridge decks. Do not install a marker

Inlaid Pavement Markers  
Page 3 of 4

on top of a pavement joint or crack. Offset the recessed groove a minimum of 2 inches from any longitudinal pavement joint or crack and at least one inch from the painted stripe, ensuring that the finished line of markers is straight with minimal lateral deviation. Give preference to maintaining the 2-inch offset between recessed groove and joint as opposed to keeping the line of markers straight.



Place inlaid markers as much in line with existing pavement striping as possible. Place markers installed along an edge line or channelizing line so that the near edge of the plastic housing is no more than one inch from the near edge of the line. Place markers installed along a lane line between and in line with the dashes. Do not place markers over the lines except where the lines deviate visibly from their correct alignment, and then only after obtaining the Engineer's prior approval of the location.

If conflicts between recessed groove placement in relation to pavement joint and striping cannot be resolved, obtain the Engineer's approval to eliminate the marker or revise the alignment.

**E. Disposal of Waste.** Dispose of all removed asphalt pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See Special Note for waste and Borrow.

**F. Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design at no additional cost to the Department.

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

**H. Caution.** Do not take information shown on the drawings and in this proposal and the types and quantities of work listed as an accurate or complete evaluation of the

Inlaid Pavement Markers  
Page 4 of 4

material and conditions to be encountered during construction, but consider the types and quantities of work listed as approximate only. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation or extension of Contract time if the conditions encountered are not in accordance with the information shown.

#### **IV. MEASUREMENT**

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

**B. “INLAID PAVEMENT MARKER”** shall be measured as each. One (1) installation of “INLAID PAVEMENT MARKER” will consist of grooving the pavement, removing asphalt cuttings and debris, preheating pavement to remove moisture, adhesives, and installation of two (2) markers with all lenses in accordance with this note.

**Note: Each pay item of Inlaid Pavement Marker will require two markers.**

#### **V. PAYMENT**

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

**B. Inlaid Pavement Markers.** The Department will make payment for the completed and accepted quantity of completely installed “INLAID PAVEMENT MARKERS” at the Contract unit price, each. Accept payment as full compensation for all labor, equipment, materials, and incidentals to accomplish this work to the satisfaction of the Engineer. A system of one (1) groove and two (2) markers shall be paid as one “INLAID PAVEMENT MARKER”. The bid item “INLAID PAVEMENT MARKER” shall be used regardless of the color and type of lenses required.

447    COMPACTION OF ASPHALT MIXTURES

WILL ACCEPT THE COMPACTION OF ASPHALT MIXTURES FURNISHED FOR DRIVING LANES AND RAMPS AT ONE INCH (25 MM) OR GREATER ON THIS PROJECT BY OPTION A ACCORDING TO SUBSECTIONS 402 AND 403 OF THE CURRENT STANDARD SPECIFICATIONS. USE JOINT CORES AS DESCRIBED IN SUBSECTION 402.03.02 FOR SURFACE MIXTURES ONLY. WILL ACCEPT THE COMPACTION OF ALL OTHER ASPHALT MIXTURES BY OPTION B.

**SPECIAL NOTE FOR  
GUARDRAIL END TREATMENT TYPE 1**

Contrary to KYTC Standard Drawing RBR-020-05 the guardrail end treatment ET-Plus manufactured by Trinity Industries will not be permitted as an option for bid item “Guardrail End Treatment Type 1”.

## **Special Note For: Erosion Prevention and Sediment Control WK9001; Grayson County**

The Contractor shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW) and any KPDES local Municipal Separate Storm Sewer System (MS4) program that has jurisdiction. The NOI shall name the contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009 or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of KYTC 2008 Department of Highways, Standard Specifications for Road and Bridge Construction.

Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 213 of KYTC 2008 Department of Highways, Standard Specifications for Road and Bridge Construction. The Engineer's inspections shall be performed a minimum of once per month and within seven days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the contractor unless improvements to the BMP's are required. The contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within 5 days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit.

Contrary to Section 213.05, bid items for temporary BMPs will not be listed and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.

The contractor shall be responsible for applying "good engineering practices" as required by the KPDES permit. The contractor may use any temporary BMPs with the approval of the KYTC Engineer.

The contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

The contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control.

The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 program that has jurisdiction. The NOT shall be filed after the Engineer agrees that the project is stabilized or the project has been formally accepted.

**Payment:** Payment will by lump sum under the bid item "K.P.D.E.S. PERMIT & TEMPORARY EROSION CONTROL".



# Right-of-Way Certification Form

Revised 2/22/11

Federal Funded

Original

State Funded

Re-Certification

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

Date: 7/09/15

Project Name: Asphalt Overlay on WKY PKY

Letting Date: 8/21/15

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

County: Grayson

Item #: 04-2056

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

Description of Project: Mill and thin asphalt overlay on WKY PKY (9001) beginning 0.159 MI NE of McDonald Road (CR 1142) at MP 106.08 and extend to 0.319 MI E of KY 259 Xchng MP 108.00 in Grayson Co.

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

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

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

- Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. (Check those that apply.)
  - Condition 1. All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Fair market value has been paid or deposited with the court.
  - Condition 2. Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

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

# Right-of-Way Certification Form

Revised 2/22/11

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

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

Approved: Michael H Price Michael H Price Right-of-Way Supervisor  
 Printed Name Signature

Approved: DM Long DM Long 09 July 2015  
 Printed Name Signature KYTC, Director of ROW & Utilities

Approved: \_\_\_\_\_ FHWA, ROW Officer (when applicable)  
 Printed Name Signature

## Right-of-Way Certification Form

*Revised 2/22/11*

Date: 07/09/2015

Project Name: Asphalt Overlay on WKY PKY

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

County: Grayson

Item #: 04-2056

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

Letting Date: 8/21/15

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.

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

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

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

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

0 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.

Form Effective Date: April 1, 2006  
Last Revised: February 22, 2011

**SPECIAL NOTES FOR UTILITY CLEARANCE**  
**IMPACT ON CONSTRUCTION**

**GRAYSON COUNTY**  
**Mill and Thin Asphalt Overlay on WK Parkway (WK 9001)**  
**MP 106.080 To MP 108.000**  
**Item No. 4-2056.00**

**GENERAL PROJECT NOTE ON UTILITY PROTECTION**

It is in the opinion of the Cabinet that no utility relocations and/or adjustments will be required for the completion of the subject project.

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

N/A

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

N/A

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

N/A

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

N/A

**SPECIAL NOTES FOR UTILITY CLEARANCE**  
**IMPACT ON CONSTRUCTION**

**GRAYSON COUNTY**  
**Mill and Thin Asphalt Overlay on WK Parkway (WK 9001)**  
**MP 106.080 To MP 108.000**  
**Item No. 4-2056.00**

**SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

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

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

**BEFORE YOU DIG**

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

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

**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

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

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the July 31, 2015 Letting**

<b>Subsection:</b>	102.15 Process Agent.
<b>Revision:</b>	Replace the 1st paragraph with the following: Every corporation doing business with the Department shall submit evidence of compliance with KRS Sections 14A.4-010, 271B.11-010, 271B.11-070, 271B.11-080, 271B.5-010 and 271B.16-220, and file with the Department the name and address of the process agent upon whom process may be served.
<b>Subsection:</b>	105.13 Claims Resolution Process.
<b>Revision:</b>	Delete all references to TC 63-34 and TC 63-44 from the subsection as these forms are no longer available through the forms library and are forms generated within the AASHTO SiteManager software.
<b>Subsection:</b>	108.03 Preconstruction Conference.
<b>Revision:</b>	Replace 8) Staking with the following: 8) Staking (designated by a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
<b>Subsection:</b>	109.07.02 Fuel.
<b>Revision:</b>	Revise item Crushed Aggregate Used for Embankment Stabilization to the following: Crushed Aggregate Used for Stabilization of Unsuitable Materials Used for Embankment Stabilization
	Delete the following item from the table. <del>Crushed Sandstone Base (Cement Treated)</del>
<b>Subsection:</b>	110.02 Demobilization.
<b>Revision:</b>	Replace the first part of the first sentence of the second paragraph with the following: Perform all work and operations necessary to accomplish final clean-up as specified in the first paragraph of Subsection 105.12;
<b>Subsection:</b>	112.03.12 Project Traffic Coordinator (PTC).
<b>Revision:</b>	Replace the last paragraph of this subsection with the following: Ensure the designated PTC has sufficient skill and experience to properly perform the task assigned and has successfully completed the qualification courses.
<b>Subsection:</b>	112.04.18 Diversions (By-Pass Detours).
<b>Revision:</b>	Insert the following sentence after the 2nd sentence of this subsection. The Department will not measure temporary drainage structures for payment when the contract documents provide the required drainage opening that must be maintained with the diversion. The temporary drainage structures shall be incidental to the construction of the diversion. If the contract documents fail to provide the required drainage opening needed for the diversion, the cost of the temporary drainage structure will be handled as extra work in accordance with section 109.04.
<b>Subsection:</b>	201.03.01 Contractor Staking.
<b>Revision:</b>	Replace the first paragraph with the following: Perform all necessary surveying under the general supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.



**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the July 31, 2015 Letting**

<b>Subsection:</b>	201.04.01 Contractor Staking.
<b>Revision:</b>	Replace the last sentence of the paragraph with the following: Complete the general layout of the project under the supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
<b>Subsection:</b>	206.04.01 Embankment-in-Place.
<b>Revision:</b>	Replace the fourth paragraph with the following: The Department will not measure <b>suitable</b> excavation included in the original plans that is disposed of for payment and will consider it incidental to Embankment-in-Place.
<b>Subsection:</b>	208.02.01 Cement.
<b>Revision:</b>	Replace paragraph with the following: Select Type I or Type II cement conforming to Section 801. Use the same type cement throughout the work.
<b>Subsection:</b>	208.03.06 Curing and Protection.
<b>Revision:</b>	Replace the fourth paragraph with the following: Do not allow traffic or equipment on the finished surface until the stabilized subgrade has cured for a total of 7-days with an ambient air temperature above 40 degrees Fahrenheit. A curing day consists of a continuous 24-hour period in which the ambient air temperature does not fall below 40 degrees Fahrenheit. Curing days will not be calculated consecutively, but must total seven (7) , 24-hour days with the ambient air temperature remaining at or above 40 degrees Fahrenheit before traffic or equipment will be allowed to traverse the stabilized subgrade. The Department may allow a shortened curing period when the Contractor requests. The Contractor shall give the Department at least 3 day notice of the request for a shortened curing period. The Department will require a minimum of 3 curing days after final compaction. The Contractor shall furnish cores to the treated depth of the roadbed at 500 feet intervals for each lane when a shortened curing time is requested. The Department will test cores using an unconfined compression test. Roadbed cores must achieve a minimum strength requirement of 80 psi.
<b>Subsection:</b>	208.03.06 Curing and Protection.
<b>Revision:</b>	Replace paragraph eight with the following: At no expense to the Department, repair any damage to the subgrade caused by freezing.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	A) Seed Mixtures for Permanent Seeding.
<b>Revision:</b>	Revise <b>Seed Mix Type I</b> to the mixture shown below: 50% Kentucky 31 Tall Fescue (Festuca arundinacea) 35% Hard Fescue (Festuca (Festuca longifolia) 10% Ryegrass, Perennial (Lolium perenne) 5% White Dutch Clover (Trifolium repens)
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	A) Seed Mixtures for Permanent Seeding.
<b>Number:</b>	2)
<b>Revision:</b>	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 4, 5, 6, and 7. Apply seed mix Type II at a minimum application rate of 100 pounds per acre. If adjacent to a golf course replace the crown vetch with Kentucky 31 Tall Fescue.

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<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	A) Seed Mixtures for Permanent Seeding.
<b>Number:</b>	3)
<b>Revision:</b>	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 1, 2, 3, 8, 9, 10, 11, and 12. Apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the Sericea Lespedeza with Kentucky 31 Fescue.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	B) Procedures for Permanent Seeding.
<b>Revision:</b>	Delete the first sentence of the section.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	B) Procedures for Permanent Seeding.
<b>Revision:</b>	Replace the second and third sentence of the section with the following: Prepare a seedbed and apply an initial fertilizer that contains a minimum of 100 pounds of nitrogen, 100 pounds of phosphate, and 100 pounds of potash per acre. Apply agricultural limestone to the seedbed when the Engineer determines it is needed. When required, place agricultural limestone at a rate of 3 tons per acre.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	D) Top Dressing.
<b>Revision:</b>	Change the title of part to D) Fertilizer.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	D) Fertilizer.
<b>Revision:</b>	Replace the first paragraph with the following: Apply fertilizer at the beginning of the seeding operation and after vegetation is established. Use fertilizer delivered to the project in bags or bulk. Apply initial fertilizer to all areas prior to the seeding or sodding operation at the application rate specified in 212.03.03 B). Apply 20-10-10 fertilizer to the areas after vegetation has been established at a rate of 11.5 pounds per 1,000 square feet. Obtain approval from the Engineer prior to the 2nd fertilizer application. Reapply fertilizer to any area that has a streaked appearance. The reapplication shall be at no additional cost to the Department. Re-establish any vegetation severely damaged or destroyed because of an excessive application of fertilizer at no cost to the Department.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	D) Fertilizer.
<b>Revision:</b>	Delete the second paragraph.
<b>Subsection:</b>	212.04.04 Agricultural Limestone.
<b>Revision:</b>	Replace the entire section with the following: The Department will measure the quantity of agricultural limestone in tons.
<b>Subsection:</b>	212.04.05 Fertilizer.
<b>Revision:</b>	Replace the entire section with the following: The Department will measure fertilizer used in the seeding or sodding operations for payment. The Department will measure the quantity by tons.

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<b>Subsection:</b>	212.05 PAYMENT.												
<b>Revision:</b>	Delete the following item code:												
	<table border="1"> <thead> <tr> <th><u>Code</u></th> <th><u>Pay Item</u></th> <th><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>05966</td> <td>Topdressing Fertilizer</td> <td>Ton</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	05966	Topdressing Fertilizer	Ton						
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05966	Topdressing Fertilizer	Ton											
<b>Subsection:</b>	212.05 PAYMENT.												
<b>Revision:</b>	Add the following pay items:												
	<table border="1"> <thead> <tr> <th><u>Code</u></th> <th><u>Pay Item</u></th> <th><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>05963</td> <td>Initial Fertilizer</td> <td>Ton</td> </tr> <tr> <td>05964</td> <td>20-10-10 Fertilizer</td> <td>Ton</td> </tr> <tr> <td>05992</td> <td>Agricultural Limestone</td> <td>Ton</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	05963	Initial Fertilizer	Ton	05964	20-10-10 Fertilizer	Ton	05992	Agricultural Limestone	Ton
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05963	Initial Fertilizer	Ton											
05964	20-10-10 Fertilizer	Ton											
05992	Agricultural Limestone	Ton											
<b>Subsection:</b>	213.03.02 Progress Requirements.												
<b>Revision:</b>	Replace the last sentence of the third paragraph with the following: Additionally, the Department will apply a penalty equal to the liquidated damages when all aspects of work are not coordinated in an acceptable manner within 7 calendar days after written notification.												
<b>Subsection:</b>	213.03.05 Temporary Control Measures.												
<b>Part:</b>	E) Temporary Seeding and Protection.												
<b>Revision:</b>	Delete the second sentence of the first paragraph.												
<b>Subsection:</b>	304.02.01 Physical Properties.												
<b>Table:</b>	Required Geogrid Properties												
<b>Revision:</b>	Replace all references to Test Method "GRI-GG2-87" with ASTM D 7737.												
<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.												
<b>Part:</b>	B) Sampling.												
<b>Revision:</b>	Replace the second sentence with the following: The Department will determine when to obtain the quality control samples using the random-number feature of the mix design submittal and approval spreadsheet. The Department will randomly determine when to obtain the verification samples required in Subsections 402.03.03 and 402.03.04 using the Asphalt Mixture Sample Random Tonnage Generator.												
<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.												
<b>Part:</b>	D) Testing Responsibilities.												
<b>Number:</b>	3) VMA.												
<b>Revision:</b>	Add the following paragraph below Number 3) VMA: Retain the AV/VMA specimens and one additional corresponding $G_{mm}$ sample for 5 working days for mixture verification testing by the Department. For Specialty Mixtures, retain a mixture sample for 5 working days for mixture verification testing by the Department. When the Department's test results do not verify that the Contractor's quality control test results are within the acceptable tolerances according to Subsection 402.03.03, retain the samples and specimens from the affected subplot(s) for the duration of the project.												
<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.												
<b>Part:</b>	D) Testing Responsibilities.												
<b>Number:</b>	4) Density.												
<b>Revision:</b>	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.												

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<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	D) Testing Responsibilities.
<b>Number:</b>	5) Gradation.
<b>Revision:</b>	Delete the second paragraph.
<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	H) Unsatisfactory Work.
<b>Number:</b>	1) Based on Lab Data.
<b>Revision:</b>	Replace the second paragraph with the following: When the Engineer determines that safety concerns or other considerations prohibit an immediate shutdown, continue work and the Department will make an evaluation of acceptability according to Subsection 402.03.05.
<b>Subsection:</b>	402.03.03 Verification.
<b>Revision:</b>	Replace the first paragraph with the following: <b>402.03.03 Mixture Verification.</b> For volumetric properties, the Department will perform a minimum of one verification test for AC, AV, and VMA according to the corresponding procedures as given in Subsection 402.03.02. The Department will randomly determine when to obtain the verification sample using the Asphalt Mixture Sample Random Tonnage Generator. For specialty mixtures, the Department will perform one AC and one gradation determination per lot according to the corresponding procedures as given in Subsection 402.03.02. However, Department personnel will not perform AC determinations according to KM 64-405. The Contractor will obtain a quality control sample at the same time the Department obtains the mixture verification sample and perform testing according to the procedures given in Subsection 402.03.02. If the Contractor's quality control sample is verified by the Department's test results within the tolerances provided below, the Contractor's sample will serve as the quality control sample for the affected subplot. The Department may perform the mixture verification test on the Contractor's equipment or on the Department's equipment.
<b>Subsection:</b>	402.03.03 Verification.
<b>Part:</b>	A) Evaluation of Subplot(s) Verified by Department.
<b>Revision:</b>	Replace the third sentence of the second paragraph with the following: When the paired <i>t</i> -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.
<b>Subsection:</b>	402.03.03 Verification.
<b>Part:</b>	B) Evaluation of Subplots Not Verified by Department.
<b>Revision:</b>	Replace the third sentence of the first paragraph with the following: When differences between test results are not within the tolerances listed below, the Department will resolve the discrepancy according to Subsection 402.03.05.

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<b>Subsection:</b>	402.03.03 Verification.
<b>Part:</b>	B) Evaluation of Sublots Not Verified by Department.
<b>Revision:</b>	Replace the third sentence of the second paragraph with the following: When the <i>F</i> -test or <i>t</i> -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.
<b>Subsection:</b>	402.03.03 Verification.
<b>Part:</b>	C) Test Data Patterns.
<b>Revision:</b>	Replace the second sentence with the following: When patterns indicate substantial differences between the verified and non-verified sublots, the Department will perform further comparative testing according to subsection 402.03.05.
<b>Subsection:</b>	402.03 CONSTRUCTION.
<b>Revision:</b>	Add the following subsection: <b>402.03.04 Testing Equipment and Technician Verification.</b> For mixtures with a minimum quantity of 20,000 tons and for every 20,000 tons thereafter, the Department will obtain an additional verification sample at random using the Asphalt Mixture Sample Random Tonnage Generator in order to verify the integrity of the Contractor's and Department's laboratory testing equipment and technicians. The Department will obtain a mixture sample of at least 150 lb at the asphalt mixing plant according to KM 64-425 and split it according to AASHTO R 47. The Department will retain one split portion of the sample and provide the other portion to the Contractor. At a later time convenient to both parties, the Department and Contractor will simultaneously reheat the sample to the specified compaction temperature and test the mixture for AV and VMA using separate laboratory equipment according to the corresponding procedures given in Subsection 402.03.02. The Department will evaluate the differences in test results between the two laboratories. When the difference between the results for AV or VMA is not within $\pm 2.0$ percent, the Department will investigate and resolve the discrepancy according to Subsection 402.03.05.
<b>Subsection:</b>	402.03.04 Dispute Resolution.
<b>Revision:</b>	Change the subsection number to 402.03.05.
<b>Subsection:</b>	402.05 PAYMENT.
<b>Part:</b>	Lot Pay Adjustment Schedule Compaction Option A Base and Binder Mixtures
<b>Table:</b>	AC
<b>Revision:</b>	Replace the Deviation from JMF(%) that corresponds to a Pay Value of 0.95 to $\pm 0.6$ .
<b>Subsection:</b>	403.02.10 Material Transfer Vehicle (MTV).
<b>Revision:</b>	Replace the first sentence with the following: In addition to the equipment specified above, provide a MTV with the following minimum characteristics:
<b>Subsection:</b>	412.02.09 Material Transfer Vehicle (MTV).
<b>Revision:</b>	Replace the paragraph with the following: Provide and utilize a MTV with the minimum characteristics outlined in section 403.02.10.

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<b>Subsection:</b>	412.03.07 Placement and Compaction.
<b>Revision:</b>	Replace the first paragraph with the following: Use a MTV when placing SMA mixture in the driving lanes. The MTV is not required on ramps and/or shoulders unless specified in the contract. When the Engineer determines the use of the MTV is not practical for a portion of the project, the Engineer may waive its requirement for that portion of pavement by a letter documenting the waiver.
<b>Subsection:</b>	412.04 MEASUREMENT.
<b>Revision:</b>	Add the following subsection: 412.04.03. Material Transfer Vehicle (MTV). The Department will not measure the MTV for payment and will consider its use incidental to the asphalt mixture.
<b>Subsection:</b>	501.03.05 Weather Limitations and Protection.
<b>Revision:</b>	Replace the reference to Subsection 501.03.19 in Paragraph 5, with Subsection 501.03.20.
<b>Subsection:</b>	501.03.19 Surface Tolerances and Testing Surface.
<b>Part:</b>	B) Ride Quality.
<b>Revision:</b>	Add the following to the end of the first paragraph: The Department will specify if the ride quality requirements are Category A or Category B when ride quality is specified in the Contract. Category B ride quality requirements shall apply when the Department fails to classify which ride quality requirement will apply to the Contract.
<b>Subsection:</b>	603.03.06 Cofferdams.
<b>Revision:</b>	Replace the seventh sentence of paragraph one with the following: Submit drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.
<b>Subsection:</b>	605.03.04 Tack Welding.
<b>Revision:</b>	Insert the subsection and the following: 605.03.04 Tack Welding. The Department does not allow tack welding.
<b>Subsection:</b>	606.03.17 Special Requirements for Latex Concrete Overlays.
<b>Part:</b>	A) Existing Bridges and New Structures.
<b>Number:</b>	1) Prewetting and Grout-Bond Coat.
<b>Revision:</b>	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
<b>Subsection:</b>	609.03 Construction.
<b>Revision:</b>	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.

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<b>Subsection:</b>	611.03.02 Precast Unit Construction.
<b>Revision:</b>	Replace the first sentence of the subsection with the following: Construct units according to ASTM C1577, <b>replacing Table 1 (Design Requirements for Precast Concrete Box Sections Under Earth, Dead and HL-93 Live Load Conditions) with KY Table 1 (Precast Culvert KYHL-93 Design Table)</b> , and Section 605 with the following exceptions and additions:
<b>Subsection:</b>	613.03.01 Design.
<b>Number:</b>	2)
<b>Revision:</b>	Replace "AASHTO Standard Specifications for Highway Bridges" with "AASHTO LRFD Bridge Design Specifications"
<b>Subsection:</b>	615.06.02
<b>Revision:</b>	Add the following sentence to the end of the subsection. The ends of units shall be normal to walls and centerline except exposed edges shall be beveled $\frac{3}{4}$ inch.
<b>Subsection:</b>	615.06.03 Placement of Reinforcement in Precast 3-Sided Units.
<b>Revision:</b>	Replace the reference of 6.6 in the section to 615.06.06.
<b>Subsection:</b>	615.06.04 Placement of Reinforcement for Precast Endwalls.
<b>Revision:</b>	Replace the reference of 6.7 in the section to 615.06.07.
<b>Subsection:</b>	615.06.06 Laps, Welds, and Spacing for Precast 3-Sided Units.
<b>Revision:</b>	Replace the subsection with the following: Tension splices in the circumferential reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. The overlap of welded wire fabric shall be measured between the outer most longitudinal wires of each fabric sheet. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. For splices other than tension splices, the overlap shall be a minimum of 12" for welded wire fabric or deformed billet-steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be no less than 2 inches and no more than 4 inches. The spacing center to center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 16 inches.
<b>Subsection:</b>	615.06.07 Laps, Welds, and Spacing for Precast Endwalls.
<b>Revision:</b>	Replace the subsection with the following: Splices in the reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. The spacing center-to-center of the wire fabric sheet shall not be less than 2 inches or more than 8 inches.

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<b>Subsection:</b>	615.08.01 Type of Test Specimen.
<b>Revision:</b>	Replace the subsection with the following: Start-up slump, air content, unit weight, and temperature tests will be performed each day on the first batch of concrete. Acceptable start-up results are required for production of the first unit. After the first unit has been established, random acceptance testing is performed daily for each 50 yd <sup>3</sup> (or fraction thereof). In addition to the slump, air content, unit weight, and temperature tests, a minimum of one set of cylinders shall be required each time plastic property testing is performed.
<b>Subsection:</b>	615.08.02 Compression Testing.
<b>Revision:</b>	Delete the second sentence.
<b>Subsection:</b>	615.08.04 Acceptability of Core Tests.
<b>Revision:</b>	Delete the entire subsection.
<b>Subsection:</b>	615.12 Inspection.
<b>Revision:</b>	Add the following sentences to the end of the subsection: Units will arrive at jobsite with the "Kentucky Oval" stamped on the unit which is an indication of acceptable inspection at the production facility. Units shall be inspected upon arrival for any evidence of damage resulting from transport to the jobsite.
<b>Subsection:</b>	701.04.16 Deduction for Pipe Deflection.
<b>Revision:</b>	Insert the following at the end of the paragraph: The section length is determined by the length of the pipe between joints where the failure occurred.
<b>Subsection:</b>	716.02.02 Paint.
<b>Revision:</b>	Replace sentence with the following: Conform to Section 821.
<b>Subsection:</b>	716.03 CONSTRUCTION.
<b>Revision:</b>	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,
<b>Subsection:</b>	716.03.02 Lighting Standard Installation.
<b>Revision:</b>	Replace the second sentence with the following: Regardless of the station and offset noted, locate all poles/bases behind the guardrail a minimum of four feet from the front face of the guardrail to the front face of the pole base.
<b>Subsection:</b>	716.03.02 Lighting Standard Installation.
<b>Part:</b>	A) Conventional Installation.
<b>Revision:</b>	Replace the third sentence with the following: Orient the transformer base so the door is positioned on the side away from on-coming traffic.
<b>Subsection:</b>	716.03.02 Lighting Standard Installation.
<b>Part:</b>	A) Conventional Installation.
<b>Number:</b>	1) Breakaway Installation and Requirements.
<b>Revision:</b>	Replace the first sentence with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
<b>Subsection:</b>	716.03.02 Lighting Standard Installation.
<b>Part:</b>	B) High Mast Installation
<b>Revision:</b>	Replace the first sentence with the following: Install each high mast pole as noted on plans.



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<b>Subsection:</b>	716.03.02 Lighting Standard Installation.																																																
<b>Part:</b>	B) High Mast Installation																																																
<b>Number:</b>	2) Concrete Base Installation																																																
<b>Revision:</b>	Modification of Chart and succeeding paragraphs within this section:																																																
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="8">Drilled Shaft Depth Data</th> </tr> <tr> <th colspan="2">Level Ground</th> <th colspan="2">3:1 Ground Slope</th> <th colspan="2">2:1 Ground Slope</th> <th colspan="2">1.5:1 Ground Slope <sup>(2)</sup></th> </tr> <tr> <th>Soil</th> <th>Rock</th> <th>Soil</th> <th>Rock</th> <th>Soil</th> <th>Rock</th> <th>Soil</th> <th>Rock</th> </tr> </thead> <tbody> <tr> <td>17 ft</td> <td>7 ft</td> <td>19 ft</td> <td>7 ft</td> <td>20 ft</td> <td>7 ft</td> <td>(1)</td> <td>7 ft</td> </tr> </tbody> </table> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="4">Steel Requirements</th> </tr> <tr> <th colspan="2">Vertical Bars</th> <th colspan="2">Ties or Spiral</th> </tr> <tr> <th>Size</th> <th>Total</th> <th>Size</th> <th>Spacing or Pitch</th> </tr> </thead> <tbody> <tr> <td>#10</td> <td>16</td> <td>#4</td> <td>12 inch</td> </tr> </tbody> </table> <p>(1): Shaft length is 22' for cohesive soil only. For cohesionless soil, contact geotechnical branch for design.  (2): Do not construct high mast drilled shafts on ground slopes steeper than 1.5:1 without the approval of the Division of Traffic.</p> <p>If rock is encountered during drilling operations and confirmed by the engineer to be of sound quality, the shaft is only required to be further advanced into the rock by the length of rock socket shown in the table. The total length of the shaft need not be longer than that of soil alone. Both longitudinal rebar length and number of ties or spiral length shall be adjusted accordingly.</p> <p>If a shorter depth is desired for the drilled shaft, the contractor shall provide, for the state's review and approval, a detailed column design with individual site specific soil and rock analysis performed and approved by a Professional Engineer licensed in the Commonwealth of Kentucky.</p> <p>Spiral reinforcement may be substituted for ties. If spiral reinforcement is used, one and one-half closed coils shall be provided at the ends of each spiral unit. Subsurface conditions consisting of very soft clay or very loose saturated sand could result in soil parameters weaker than those assumed. Engineer shall consult with the geotechnical branch if such conditions are encountered.</p> <p>The bottom of the drilled hole shall be firm and thoroughly cleaned so no loose or compressible materials are present at the time of the concrete placement. If the drilled hole contains standing water, the concrete shall be placed using a tremie to displace water. Continuous concrete flow will be required to insure full displacement of any water.</p> <p>The reinforcement and anchor bolts shall be adequately supported in the proper positions so no movement occurs during concrete placement. Welding of anchor bolts to the reinforcing cage is unacceptable, templates shall be used. Exposed portions of the foundation shall be formed to create a smooth finished surface. All forming shall be removed upon completion of foundation construction.</p>	Drilled Shaft Depth Data								Level Ground		3:1 Ground Slope		2:1 Ground Slope		1.5:1 Ground Slope <sup>(2)</sup>		Soil	Rock	Soil	Rock	Soil	Rock	Soil	Rock	17 ft	7 ft	19 ft	7 ft	20 ft	7 ft	(1)	7 ft	Steel Requirements				Vertical Bars		Ties or Spiral		Size	Total	Size	Spacing or Pitch	#10	16	#4	12 inch
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<b>Subsection:</b>	716.03.03 Trenching.																																																
<b>Part:</b>	A) Trenching of Conduit for Highmast Ducted Cables.																																																
<b>Revision:</b>	Add the following after the first sentence: If depths greater than 24 inches are necessary, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.																																																

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<b>Subsection:</b>	716.03.03 Trenching.
<b>Part:</b>	B) Trenching of Conduit for Non-Highmast Cables.
<b>Revision:</b>	Add the following after the second sentence: If depths greater than 24 inches are necessary for either situation listed previously, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.
<b>Subsection:</b>	716.03.10 Junction Boxes.
<b>Revision:</b>	Replace subsection title with the following: Electrical Junction Box.
<b>Subsection:</b>	716.04.07 Pole with Secondary Control Equipment.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure mounting the cabinet to the pole, backfilling, restoration, any necessary hardware to anchor pole, or electrical inspection fees, and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breaker, contactor, manual switch, ground rods, and ground wires and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.08 Lighting Control Equipment.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure constructing the concrete base, excavation, backfilling, restoration, any necessary anchors, or electrical inspection fees, and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breakers, contactor, manual switch, ground rods, and ground wires and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.09 Luminaire.
<b>Revision:</b>	Replace the first sentence with the following: The Department will measure the quantity as each individual unit furnished and installed.
<b>Subsection:</b>	716.04.10 Fused Connector Kits.
<b>Revision:</b>	Replace the first sentence with the following: The Department will measure the quantity as each individual unit furnished and installed.
<b>Subsection:</b>	716.04.13 Junction Box.
<b>Revision:</b>	Replace the subsection title with the following: Electrical Junction Box Type Various.
<b>Subsection:</b>	716.04.13 Junction Box.
<b>Part:</b>	A) Junction Electrical.
<b>Revision:</b>	Rename A) Junction Electrical to the following: A) Electrical Junction Box.
<b>Subsection:</b>	716.04.14 Trenching and Backfilling.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure excavation, backfilling, underground utility warning tape (if required), the restoration of disturbed areas to original condition, and will consider them incidental to this item of work.

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<b>Subsection:</b>	716.04.18 Remove Lighting.															
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as a lump sum for the removal of lighting equipment. The Department will not measure the disposal of all equipment and materials off the project by the contractor. The Department also will not measure the transportation of the materials and will consider them incidental to this item of work.															
<b>Subsection:</b>	716.04.20 Bore and Jack Conduit.															
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway. Construction methods shall be in accordance with Sections 706.03.02, paragraphs 1, 2, and 4.															
<b>Subsection:</b>	716.05 PAYMENT.															
<b>Revision:</b>	Replace items 04810-04811, 20391NS835 and, 20392NS835 under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following:															
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20392NS835	Electrical Junction Box Type C	Each														
<b>Subsection:</b>	723.02.02 Paint.															
<b>Revision:</b>	Replace sentence with the following: Conform to Section 821.															
<b>Subsection:</b>	723.03 CONSTRUCTION.															
<b>Revision:</b>	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,															
<b>Subsection:</b>	723.03.02 Poles and Bases Installation.															
<b>Revision:</b>	Replace the first sentence with the following: Regardless of the station and offset noted, locate all poles/bases behind the guardrail a minimum of four feet from the front face of the guardrail to the front face of the pole base.															
<b>Subsection:</b>	723.03.02 Poles and Bases Installation.															
<b>Part:</b>	A) Steel Strain and Mastarm Poles Installation															
<b>Revision:</b>	Replace the second paragraph with the following: For concrete base installation, see Section 716.03.02, B), 2), Paragraphs 2-7. Drilled shaft depth shall be based on the soil conditions encountered during drilling and slope condition at the site. Refer to the design chart below:															
<b>Subsection:</b>	723.03.02 Poles and Bases Installation.															
<b>Part:</b>	B) Pedestal or Pedestal Post Installation.															
<b>Revision:</b>	Replace the fourth sentence of the paragraph with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.															

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<b>Subsection:</b>	723.03.03 Trenching.
<b>Part:</b>	A) Under Roadway.
<b>Revision:</b>	Add the following after the second sentence: If depths greater than 24 inches are necessary, obtain the Engineer's approval and maintain either required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.
<b>Subsection:</b>	723.03.11 Wiring Installation.
<b>Revision:</b>	Add the following sentence between the fifth and sixth sentences: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
<b>Subsection:</b>	723.03.12 Loop Installation.
<b>Revision:</b>	Replace the fourth sentence of the 2nd paragraph with the following: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
<b>Subsection:</b>	723.04.02 Junction Box.
<b>Revision:</b>	Replace subsection title with the following: Electrical Junction Box Type Various.
<b>Subsection:</b>	723.04.03 Trenching and Backfilling.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure excavation, backfilling, underground utility warning tape (if required), the restoration of disturbed areas to original condition, and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.10 Signal Pedestal.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, specified conduits, fittings, ground rod, ground wire, backfilling, restoring disturbed areas, or other necessary hardware and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.15 Loop Saw Slot and Fill.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure sawing, cleaning and filling induction loop saw slot, loop sealant, backer rod, and grout and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.16 Pedestrian Detector.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished, installed and connected to pole/pedestal. The Department will not measure installing R10-3e (with arrow) sign, furnishing and installing mounting hardware for sign and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.18 Signal Controller- Type 170.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure constructing the concrete base or mounting the cabinet to the pole, connecting the signal and detectors, excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, or electrical inspection fees and will consider them incidental to this item of work. The Department will also not measure furnishing and connecting the induction of loop amplifiers, pedestrian isolators, load switches, model 400 modem card; furnishing and installing electrical service conductors, specified conduits, anchors, meter base, fused cutout, fuses, ground rods, ground wires and will consider them incidental to this item of work.

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<b>Subsection:</b>	723.04.20 Install Signal Controller - Type 170.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed. The Department will not measure constructing the concrete base or mounting the cabinet to the pole, connecting the signal and detectors, and excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, or electrical inspection fees and will consider them incidental to this item of work. The Department will also not measure connecting the induction loop amplifiers, pedestrian, isolators, load switches, model 400 modem card; furnishing and installing electrical service conductors, specified conduits, anchors, meter base, fused cutout, fuses, ground rods, ground wires and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.22 Remove Signal Equipment.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as a lump sum removal of signal equipment. The Department will not measure the return of control equipment and signal heads to the Department of Highways as directed by the District Traffic Engineer. The Department also will not measure the transportation of materials of the disposal of all other equipment and materials off the project by the contractor and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.28 Install Pedestrian Detector Audible.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure installing sign R10-3e (with arrow) and will consider it incidental to this item of work.
<b>Subsection:</b>	723.04.29 Audible Pedestrian Detector.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure furnishing and installing the sign R10-3e (with arrow) and will consider it incidental to this item of work.
<b>Subsection:</b>	723.04.30 Bore and Jack Conduit.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway. Construction methods shall be in accordance with Sections 706.03.02, paragraphs 1, 2, and 4.
<b>Subsection:</b>	723.04.31 Install Pedestrian Detector.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed and connected to pole/pedestal. The Department will not measure installing sign R 10-3e (with arrow) and will consider it incidental to this item of work.
<b>Subsection:</b>	723.04.32 Install Mast Arm Pole.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure arms, signal mounting brackets, anchor bolts, or any other necessary hardware and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.33 Pedestal Post.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, anchor bolts, conduit, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.

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<b>Subsection:</b>	723.04.36 Traffic Signal Pole Base.															
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure excavation, reinforcing steel, anchor bolts, specified conduits, ground rods, ground wires, backfilling, or restoration and will consider them incidental to this item of work.															
<b>Subsection:</b>	723.04.37 Install Signal Pedestal.															
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, anchor bolts, specified conduits, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.															
<b>Subsection:</b>	723.04.38 Install Pedestal Post.															
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, anchor bolts, specified conduits, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.															
<b>Subsection:</b>	723.05 PAYMENT.															
<b>Revision:</b>	Replace items 04810-04811, 20391NS835 and, 20392NS835 under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following:															
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<b>Subsection:</b>	804.01.02 Crushed Sand.															
<b>Revision:</b>	Delete last sentence of the section.															
<b>Subsection:</b>	804.01.06 Slag.															
<b>Revision:</b>	Add subsection and following sentence. Provide blast furnace slag sand where permitted. The Department will allow steel slag sand only in asphalt surface applications.															
<b>Subsection:</b>	804.04 Asphalt Mixtures.															
<b>Revision:</b>	Replace the subsection with the following: Provide natural, crushed, conglomerate, or blast furnace slag sand, with the addition of filler as necessary, to meet gradation requirements. The Department will allow any combination of natural, crushed, conglomerate or blast furnace slag sand when the combination is achieved using cold feeds at the plant. The Engineer may allow other fine aggregates.															
<b>Subsection:</b>	806.03.01 General Requirements.															
<b>Revision:</b>	Replace the second sentence of the paragraph with the following: Additionally, the material must have a minimum solubility of 99.0 percent when tested according to AASHTO T 44 and PG 76-22 must exhibit a minimum recovery of 60 percent, with a J <sub>NR</sub> (nonrecoverable creep compliance) between 0.1 and 0.5, when tested according to AASHTO TP 70.															

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<b>Subsection:</b>	806.03.01 General Requirements.						
<b>Table:</b>	PG Binder Requirements and Price Adjustment Schedule						
<b>Revision:</b>	Replace the Elastic Recovery, % <sup>(3)</sup> (AASHTO T301) and all corresponding values in the table with the following:						
	<u>Test</u>	<u>Specification</u>	<u>100% Pay</u>	<u>90% Pay</u>	<u>80% Pay</u>	<u>70% Pay</u>	<u>50% Pay<sup>(1)</sup></u>
	MSCR recovery, % <sup>(3)</sup> (AASHTO TP 70)	60 Min.	≥58	56	55	54	<53
<b>Subsection:</b>	806.03.01 General Requirements.						
<b>Table:</b>	PG Binder Requirements and Price Adjustment Schedule						
<b>Superscript:</b>	(3)						
<b>Revision:</b>	Replace <sup>(3)</sup> with the following: Perform testing at 64°C.						
<b>Subsection:</b>	813.04 Gray Iron Castings.						
<b>Revision:</b>	Replace the reference to "AASHTO M105" with "ASTM A48".						
<b>Subsection:</b>	813.09.02 High Strength Steel Bolts, Nuts, and Washers.						
<b>Number:</b>	A) Bolts.						
<b>Revision:</b>	Delete first paragraph and "Hardness Number" Table. Replace with the following: A) Bolts. Conform to ASTM A325 (AASHTO M164) or ASTM A490 (AASHTO 253) as applicable.						
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.						
<b>Revision:</b>	Third paragraph, replace the reference to "AWPA C14" with "AWPA U1, Section B, Paragraph 4.1".						
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.						
<b>Revision:</b>	Replace the first sentence of the fourth paragraph with the following: Use any of the species of wood for round or square posts covered under AWPA U1.						
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.						
<b>Revision:</b>	Fourth paragraph, replace the reference to "AWPA C2" with "AWPA U1, Section B, Paragraph 4.1".						
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.						
<b>Revision:</b>	Delete the second sentence of the fourth paragraph.						
<b>Subsection:</b>	814.05.02 Composite Plastic.						
<b>Revision:</b>	1) Add the following to the beginning of the first paragraph: Select composite offset blocks conforming to this section and assure blocks are from a manufacturer included on the Department's List of Approved Materials. 2) Delete the last paragraph of the subsection.						
<b>Subsection:</b>	816.07.02 Wood Posts and Braces.						
<b>Revision:</b>	First paragraph, replace the reference to "AWPA C5" with "AWPA U1, Section B, Paragraph 4.1".						
<b>Subsection:</b>	816.07.02 Wood Posts and Braces.						
<b>Revision:</b>	Delete the second sentence of the first paragraph.						
<b>Subsection:</b>	818.07 Preservative Treatment.						
<b>Revision:</b>	First paragraph, replace all references to "AWPA C14" with "AWPA U1, Section A".						

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<p><b>Subsection:</b> <b>Revision:</b></p>	<p>834.14 Lighting Poles. Replace the first sentence with the following: Lighting pole design shall be in accordance with loading and allowable stress requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims, with the exception of the following: The Cabinet will waive the requirement stated in the first sentence of Section 5.14.6.2 – Reinforced Holes and Cutouts for high mast poles (only). The minimum diameter at the base of the pole shall be 22 inches for high mast poles (only).</p>
<p><b>Subsection</b> <b>Revision:</b></p>	<p>834.14.03 High Mast Poles. Remove the second and fourth sentence from the first paragraph.</p>
<p><b>Subsection</b> <b>Revision:</b></p>	<p>834.14.03 High Mast Poles. Replace the third paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.</p>
<p><b>Subsection:</b> <b>Revision:</b></p>	<p>834.14.03 High Mast Poles. Replace paragraph six with the following: Provide a pole section that conforms to ASTM A 595 grade A with a minimum yield strength of 55 KSI or ASTM A 572 with a minimum yield strength of 55 KSI. Use tubes that are round or 16 sided with a four inch corner radius, have a constant linear taper of .144 in/ft and contain only one longitudinal seam weld. Circumferential welded tube butt splices and laminated tubes are not permitted. Provide pole sections that are telescopically slip fit assembled in the field to facilitate inspection of interior surface welds and the protective coating. The minimum length of the telescopic slip splices shall be 1.5 times the inside diameter of the exposed end of the female section. Use longitudinal seam welds as commended in Section 5.15 of the AASHTO 2013 Specifications. The thickness of the transverse base shall not be less than 2 inches. Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration groove weld with backup bar. The handhole cover shall be removable from the handhole frame. One the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department’s standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM A 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7-gauge stainless steel to provide adjustability to insure weather-tight fit for the cover. The minimum clear distance between the transverse plate and the bottom opening of the handhole shall not be less than the diameter of the bottom tube of the pole but needs to be at least 15 inches. Provide products that are hot-dip galvanized to the requirements of either ASTM A123 (fabricated products) or ASTM A 153 (hardware items).</p>
<p><b>Subsection:</b> <b>Revision:</b></p>	<p>834.16 ANCHOR BOLTS. Insert the following sentence at the beginning of the paragraph: The anchor bolt design shall follow the NCHRP Report 494 Section 2.4 and NCHRP 469 Appendix A Specifications.</p>



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<b>Subsection:</b>	834.17.01 Conventional.
<b>Revision:</b>	Add the following sentence after the second sentence: Provide a waterproof sticker mounted on the bottom of the housing that is legible from the ground and indicates the wattage of the fixture by providing the first two numbers of the wattage.
<b>Subsection:</b>	834.21.01 Waterproof Enclosures.
<b>Revision:</b>	Replace the last five sentences in the second paragraph with the following sentences: Provide a cabinet door with a louvered air vent, filter-retaining brackets and an easy to clean metal filter. Provide a cabinet door that is keyed with a factory installed standard no. 2 corbin traffic control key. Provide a light fixture with switch and bulb. Use a 120-volt fixture and utilize a L.E.D. bulb (equivalent to 60 watts minimum). Fixture shall be situated at or near the top of the cabinet and illuminate the contents of the cabinet. Provide a 120 VAC GFI duplex receptacle in the enclosure with a separate 20 amp breaker.
<b>Subsection:</b>	835.07 Traffic Poles.
<b>Revision:</b>	Replace the first sentence of the first paragraph with the following: Pole diameter and wall thickness shall be calculated in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
<b>Subsection:</b>	835.07 Traffic Poles.
<b>Revision:</b>	*Replace the first sentence of the fourth paragraph with the following: Ensure transverse plates have a thickness $\geq 2$ inches. *Add the following sentence to the end of the fourth paragraph: The bottom pole diameter shall not be less than 16.25 inches.
<b>Subsection:</b>	835.07 Traffic Poles.
<b>Revision:</b>	Replace the third sentence of the fifth paragraph with the following: For anchor bolt design, pole forces shall be positioned in such a manner to maximize the force on any individual anchor bolt regardless of the actual anchor bolt orientation with the pole.
<b>Subsection:</b>	835.07 Traffic Poles.
<b>Revision:</b>	Replace the first and second sentence of the sixth paragraph with the following: The pole handhole shall be 25 inches by 6.5 inches. The handhole cover shall be removable from the handhole frame. On the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department's standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7 gauge stainless steel to provide adjustability to insure a weather-tight fit for the cover. The minimum clear distance between the transverse plate and the bottom opening of the handhole shall not be less than the diameter of the bottom tube but needs to be at least 12 inches.

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<b>Subsection:</b>	835.07 Traffic Poles.									
<b>Revision:</b>	*Replace the first sentence of the last paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky. *Replace the third sentence of the last paragraph with the following: All tables referenced in 835.07 are found in the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.									
<b>Subsection:</b>	835.07.01 Steel Strain Poles.									
<b>Revision:</b>	Replace the second sentence of the second paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.									
<b>Subsection:</b>	835.07.01 Steel Strain Poles.									
<b>Revision:</b>	Replace number 7. after the second paragraph with the following: 7. Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.									
<b>Subsection:</b>	835.07.02 Mast Arm Poles.									
<b>Revision:</b>	Replace the second sentence of the fourth paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.									
<b>Subsection:</b>	835.07.02 Mast Arm Poles.									
<b>Revision:</b>	Replace number 7) after the fourth paragraph with the following: 7) Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.									
<b>Subsection:</b>	835.07.03 Anchor Bolts.									
<b>Revision:</b>	Add the following to the end of the paragraph: There shall be two steel templates (one can be used for the headed part of the anchor bolt when designed in this manner) provided per pole. Templates shall be contained within a 26.5 inch diameter. All templates shall be fully galvanized (ASTM A 153).									
<b>Subsection:</b>	835.16.05 Optical Units.									
<b>Revision:</b>	Replace the 3rd paragraph with the following: The list of certified products can be found on the following website: <a href="http://www.intertek.com">http://www.intertek.com</a> .									
<b>Subsection:</b>	835.19.01 Pedestrian Detector Body.									
<b>Revision:</b>	Replace the first sentence with the following: Provide a four holed pole mounted aluminum rectangular housing that is compatible with the pedestrian detector.									
<b>Subsection:</b>	843.01.01 Geotextile Fabric.									
<b>Table:</b>	TYPE I FABRIC GEOTEXTILES FOR SLOPE PROTECTION AND CHANNEL LINING									
<b>Revision:</b>	Add the following to the chart:									
	<table border="1"> <thead> <tr> <th><u>Property</u></th> <th><u>Minimum Value<sup>(1)</sup></u></th> <th><u>Test Method</u></th> </tr> </thead> <tbody> <tr> <td>CBR Puncture (lbs)</td> <td>494</td> <td>ASTM D6241</td> </tr> <tr> <td>Permittivity (1/s)</td> <td>0.7</td> <td>ASTM D4491</td> </tr> </tbody> </table>	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>	CBR Puncture (lbs)	494	ASTM D6241	Permittivity (1/s)	0.7	ASTM D4491
<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>								
CBR Puncture (lbs)	494	ASTM D6241								
Permittivity (1/s)	0.7	ASTM D4491								

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the July 31, 2015 Letting**

<b>Subsection:</b>	843.01.01 Geotextile Fabric.		
<b>Table:</b>	TYPE II FABRIC GEOTEXTILES FOR UNDERDRAINS		
<b>Revision:</b>	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>
	CBR Puncture (lbs)	210	ASTM D6241
	Permittivity (1/s)	0.5	ASTM D4491
<b>Subsection:</b>	843.01.01 Geotextile Fabric.		
<b>Table:</b>	TYPE III FABRIC GEOTEXTILES FOR SUBGRADE OR EMBANKMENT STABILIZATION		
<b>Revision:</b>	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>
	CBR Puncture (lbs)	370	ASTM D6241
	Permittivity (1/s)	0.05	ASTM D4491
<b>Subsection:</b>	843.01.01 Geotextile Fabric.		
<b>Table:</b>	TYPE IV FABRIC GEOTEXTILES FOR EMBANKMENT DRAINAGE BLANKETS AND PAVEMENT EDGE DRAINS		
<b>Revision:</b>	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>
	CBR Puncture (lbs)	309	ASTM D6241
	Permittivity (1/s)	0.5	ASTM D4491
<b>Subsection:</b>	843.01.01 Geotextile Fabric.		
<b>Table:</b>	TYPE V HIGH STRENGTH GEOTEXTILE FABRIC		
<b>Revision:</b>	Make the following changes to the chart:		
	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>
	CBR Puncture (lbs)	618	ASTM D6241
	Apparent Opening Size	U.S. #40 <sup>(3)</sup>	ASTM D4751
	<sup>(3)</sup> Maximum average roll value.		

## **PART III**

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

FHWA-1273 -- Revised May 1, 2012

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

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

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

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

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

**III. NONSEGREGATED FACILITIES**

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

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

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

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

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

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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



will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

**2. Instructions for Certification - Lower Tier Participants:**

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

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

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

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

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

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

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

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



**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

### **Standard Title VI/Non-Discrimination Assurances**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **Standard Title VI/Non-Discrimination Statutes and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## 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.



BRKY0002-006 06/01/2011

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.57	10.26

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BRKY0007-004 06/01/2015

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 31.38	18.10

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BRKY0017-004 06/01/2009

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,  
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,  
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

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CARP0064-001 05/01/2015

	Rates	Fringes
CARPENTER.....	\$ 27.50	16.06
Diver.....	\$ 41.63	16.06
PILEDRIVERMAN.....	\$ 27.75	16.06

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ELEC0212-008 06/01/2015

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.03	17.02

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ELEC0212-014 12/01/2014

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.75	10.08

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ELEC0317-012 05/28/2014

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN Cable Splicer.....	\$ 32.68	18.13

Electrician.....\$ 32.62 21.45

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ELEC0369-007 05/27/2015

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,  
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,  
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,  
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,  
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

Rates Fringes

ELECTRICIAN.....\$ 30.01 15.65

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ELEC0575-002 06/02/2014

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

Rates Fringes

ELECTRICIAN.....\$ 31.70 14.21

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ENGI0181-018 07/01/2015

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....\$ 29.95 14.40  
GROUP 2.....\$ 27.26 14.40  
GROUP 3.....\$ 27.68 14.40  
GROUP 4.....\$ 26.96 14.40

OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);

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

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

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

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

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

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IRON0044-009 06/01/2015

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



	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 23.76	19.15
Structural.....	\$ 26.40	19.15

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IRON0070-006 06/01/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 27.56	20.30

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IRON0372-006 06/15/2015

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

	Rates	Fringes
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IRONWORKER, REINFORCING.....\$ 27.00 19.00

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IRON0769-007 06/01/2015

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

Rates Fringes

IRONWORKER

ZONE 1.....	\$ 31.33	22.39
ZONE 2.....	\$ 31.73	22.39
ZONE 3.....	\$ 33.33	22.39

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,  
1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,  
1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,  
1643 Greenup Ave.

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LABO0189-003 07/01/2014

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

Rates Fringes

Laborers:

GROUP 1.....	\$ 21.80	11.96
GROUP 2.....	\$ 22.05	11.96
GROUP 3.....	\$ 22.10	11.96
GROUP 4.....	\$ 22.70	11.96

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement  
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter  
Tender; Cement Mason Tender; Cleaning of Machines;  
Concrete; Demolition; Dredging; Environmental - Nuclear,  
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;  
Grade Checker; Hand Digging & Hand Back Filling; Highway

Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

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

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

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

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LABO0189-008 07/01/2014

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.71	11.05
GROUP 2.....	\$ 22.96	11.05
GROUP 3.....	\$ 23.01	11.05
GROUP 4.....	\$ 23.61	11.05

LABORERS CLASSIFICATIONS

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

Wrecking of Concrete Forms; General Cleanup

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

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

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

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LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.66	11.10
GROUP 2.....	\$ 22.91	11.10
GROUP 3.....	\$ 22.96	11.10
GROUP 4.....	\$ 23.56	11.10

LABORERS CLASSIFICATIONS

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

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

- Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

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

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

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PAIN0012-005 06/11/2005

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

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge &		
Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

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PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge &		
Lead Abatement.....	\$ 24.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

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PAIN0118-004 06/01/2014

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	11.97

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\* PAIN1072-003 12/01/2015

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:.....	\$ 29.39	14.27
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 31.83	15.30
Power Generating Facilities.	\$ 28.59	15.30

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PLUM0248-003 06/01/2015

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 34.00	19.04

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PLUM0392-007 06/01/2014

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &  
ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.80	17.79

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PLUM0502-003 08/01/2013

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN  
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,  
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &  
WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 32.00	17.17

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SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

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

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter



\* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

These rates are listed pursuant to the Kentucky Determination No. CR-15-III- HWY dated July 20, 2015.

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622  
502-564-3500

**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>
9.6%	6.9%

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

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

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 Grayson County.

**PART IV**  
**INSURANCE**

## INSURANCE

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

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

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

**PART V**  
**BID ITEMS**

### PROPOSAL BID ITEMS

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Report Date 1/27/16

#### Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	400.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	316.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	40.00	TON		\$	
0040	00190		LEVELING & WEDGING PG64-22	1,000.00	TON		\$	
0050	00301		CL2 ASPH SURF 0.38D PG64-22	1,617.00	TON		\$	
0060	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0070	02677		ASPHALT PAVE MILLING & TEXTURING	7,935.00	TON		\$	
0080	02696		SHOULDER RUMBLE STRIPS-SAWED	43,899.00	LF		\$	
0090	03240		BASE FAILURE REPAIR	238.00	SQYD		\$	
0100	20071EC		JOINT ADHESIVE	35,270.00	LF		\$	
0110	22906ES403		CL3 ASPH SURF 0.38A PG64-22	6,318.00	TON		\$	

#### Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0120	00078		CRUSHED AGGREGATE SIZE NO 2	3,108.00	TON		\$	
0130	00461		CULVERT PIPE-15 IN	400.00	LF		\$	
0140	00468		CULVERT PIPE-36 IN	8.00	LF		\$	
0150	01212		PIPE CULVERT HEADWALL-36 IN	1.00	EACH		\$	
0160	01380		METAL END SECTION TY 2-15 IN	2.00	EACH		\$	
0170	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	187.00	EACH		\$	
0180	01983		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL YELLOW	49.00	EACH		\$	
0190	02165		REMOVE PAVED DITCH	726.00	SQYD		\$	
0200	02200		ROADWAY EXCAVATION	267.00	CUYD		\$	
0210	02237		DITCHING	850.00	LF		\$	
0220	02367		GUARDRAIL END TREATMENT TYPE 1	8.00	EACH		\$	
0230	02369		GUARDRAIL END TREATMENT TYPE 2A	12.00	EACH		\$	
0240	02373		GUARDRAIL END TREATMENT TYPE 3	2.00	EACH		\$	
0250	02381		REMOVE GUARDRAIL	15,192.00	LF		\$	
0260	02391		GUARDRAIL END TREATMENT TYPE 4A	3.00	EACH		\$	
0270	02483		CHANNEL LINING CLASS II	3,856.00	TON		\$	
0280	02484		CHANNEL LINING CLASS III	1,025.00	TON		\$	
0290	02562		TEMPORARY SIGNS	2,000.00	SQFT		\$	
0300	02599		FABRIC-GEOTEXTILE TYPE IV	267.00	SQYD		\$	
0310	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0320	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0330	06401		FLEXIBLE DELINEATOR POST-M/W	229.00	EACH		\$	
0340	06404		FLEXIBLE DELINEATOR POST-M/Y	55.00	EACH		\$	
0350	06568		PAVE MARKING-THERMO STOP BAR-24IN	86.00	LF		\$	
0360	10020NS		FUEL ADJUSTMENT	12,351.00	DOLL	\$1.00	\$	\$12,351.00
0370	10030NS		ASPHALT ADJUSTMENT	31,023.00	DOLL	\$1.00	\$	\$31,023.00
0380	21802EN		G/R STEEL W BEAM-S FACE (7 FT POST)	14,688.00	LF		\$	
0390	23143ED		KPDES PERMIT AND TEMP EROSION CONTROL	1.00	LS		\$	
0400	23148EN		END ANCHORS	2.00	EACH		\$	

**PROPOSAL BID ITEMS**

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	24189ER		DURABLE WATERBORNE MARKING-6 IN W	26,750.00	LF		\$	
0420	24190ER		DURABLE WATERBORNE MARKING-6 IN Y	21,949.00	LF		\$	
0430	24191ER		DURABLE WATERBORNE MARKING-12 IN W	1,300.00	LF		\$	
0440	24489EC		INLAID PAVEMENT MARKER	395.00	EACH		\$	

**Section: 0003 - DEMOBILIZATION &/OR MOBILIZATION**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0450	02569		DEMOBILIZATION	1.00	LS		\$	