



**CALL NO. 100**

**CONTRACT ID. 092959**

**KENTON COUNTY**

**FED/STATE PROJECT NUMBER STP 8198 (003)**

**DESCRIPTION ROEBLING BRIDGE CLEANING AND PAINTING**

**WORK TYPE BRIDGE PAINTING & CLEANING**

**PRIMARY COMPLETION DATE 11/15/2009**

**LETTING DATE: August 21, 2009**

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1<sup>st</sup> floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME August 21, 2009. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

**DBE CERTIFICATION REQUIRED - 0%**

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

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

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included

BID

PROPOSAL ISSUED TO: \_\_\_\_\_

SPECIMEN

\_\_\_\_\_  
Address City State Zip

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

CONTRACT ID - 092959

ADMINISTRATIVE DISTRICT - 06

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - KENTON

PCN - MB05900170901

STP 8198 (003)

ROEBLING BRIDGE CLEANING AND PAINTING KY 17 OVER THE OHIO RIVER AT COVINGTON. BRIDGE  
PAINTING & CLEANING. SYP NO. 06-220.00 .

GEOGRAPHIC COORDINATES LATITUDE 39^05'34" LONGITUDE 84^30'35"

COMPLETION DATE(S):

COMPLETION DATE - November 15, 2009

PHASE I

COMPLETION DATE - November 15, 2010

PHASE II

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

The Bidder must download the bid file located on the web site to prepare a bid packet for submission to the Department. The bidder must include the completed bid packet printed from the Program along with the disk created by said program.

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

01/01/2009

## **FEDERAL CONTRACT NOTES**

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

102.02 Current Capacity Rating

102.08 Irregular Proposals

102.09 Proposal Guaranty

102.10 Delivery of Proposals

102.14 Disqualification of Bidders

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **FHWA 1273**

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

### **SECOND TIER SUBCONTRACTS**

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other

subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **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 READ PUBLICLY.** These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

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

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

### **DBE PARTICIPATION PLAN**

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

1. Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
2. Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE;
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
  - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
    - The entire expenditure paid to a DBE manufacturer;
    - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
    - the amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel,



facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
  - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
  5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

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

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

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

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

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

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

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

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

9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

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

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

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

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

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

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

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

- Disallow credit toward the DBE goal;
- Withholding progress payments;

- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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/forms/DBEcheck.xls>

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.

06/29/2009



KYTC  
DBE Payments

updated 2/28/08

Prime Contractor		Cont-ID	
DBE Contractor		CHECK #	
PAYMENT DATE		Amount of Payment	
Use the section below to show multiple payments using the same check			
Cont-ID	Amount	Cont-ID	Amount

**Comments:**

attach copy of check here

Mail to:  
Office of Civil Rights and Small Business Development  
200 Mero Street  
6th Floor West TCOB  
Frankfort, KY 40622

to be Submitted within 7 days of receipt of payment from KYTC

**KENTON COUNTY**  
**STP 8198 (003)**  
**FD52 059-0017-B00048N-0024.01**  
**DISTRICT NO. 6**

**FD52 059-0017-B00048N-24.01**

North-South Kentucky Route 17

The Roebling Bridge over the Ohio River between Covington, Kentucky and Cincinnati, Ohio. The project includes the Roebling Bridge, anchorages, approaches, gates on approach stone pier, and all metal appurtenances.

**Geographic Coordinates**

Latitude - 39° 5' 34.41''

Longitude - 84° 30' 35.46''

**Description:**

Ohio Approaches 12ft.-42ft.-12ft.-31ft.-31ft.-33ft.-71ft.-70ft.-86ft. plate girder spans, 292ft., 1057ft. and 292ft. suspended truss spans.

## **SPECIAL NOTES FOR CLEANING AND PAINTING**

### **District 6**

#### **KENTON COUNTY FD52 059-0017-B00048N-0024.01**

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

SPECIAL NOTE FOR TEFLON BEARINGS

SPECIAL NOTE CONDUIT PROTECTION DEVICES

SPECIAL NOTE FOR QUALITY CONTROL

SPECIAL NOTE FOR SURFACE PREPARATION METHODS AND APPROVAL

SPECIAL NOTE FOR PRESERVATION OF MASONRY

SPECIAL NOTE FOR THE SECRETARY OF THE INTERIOR'S STANDARDS FOR  
REHABILITATION

SPECIAL NOTE FOR PAINT

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY  
REGULATIONS

SPECIAL NOTE FOR CONFINED SPACE ENTRY

SPECIAL NOTE FOR PRE-BID CONFERENCE

SPECIAL NOTE FOR PARTNERING

SPECIAL NOTE FOR PAYMENT

SPECIAL NOTE FOR PERMITS

SPECIAL NOTE FOR WORKING FROM THE OHIO RIVER

SPECIAL NOTE FOR COAST GUARD REQUIRMENTS

SPECIAL NOTE FOR UTILITIES AND SIGNS

SPECIAL NOTE FOR REMOVAL OF NECKLACE LIGHTING

SPECIAL NOTE FOR PHASING OF WORK



SPECIAL NOTE FOR BRIDGE LOAD LIMITS

SPECIAL NOTE FOR MAINTAINING PEDESTRIAN TRAFFIC

SPECIAL NOTE FOR STRUCTURE CLOSURE

GENERAL NOTE FOR CONTROLLING AND MAINTAINING TRAFFIC

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

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

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

1. Using abrasive blast surface preparation,
2. Full containment meeting industry standard SSPC Technology Guide No.6, Class 2A,
3. Involving thru-truss construction,
4. Over traffic, and
5. At least one thru-truss span length of 500 feet or greater.

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

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

Clean and paint all structural steel, iron, cables, aluminum and metal appurtenances in accordance with the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Section 614 Maintenance Cleaning and Painting Steel Bridges and the following requirements.

### **A. SUBMITTALS**

The Contractor will submit the following **written** items to the Project Engineer **14 days** prior to the Pre-Construction Conference:

1. A detailed Progress of Work Schedule including a bar chart and written narrative. The Progress of Work Schedule will be reviewed and approved by the KYTC Engineer.
2. Traffic Control Plan. The Traffic Control Plan will be reviewed and approved by the KYTC Engineer.
3. Worker Protection Plan. The Worker Protection Plan will be reviewed by the KYTC Engineer.
4. Environmental Compliance Plan, including a Waste Management, a Ground Water Protection Plan and an Emissions Monitoring Plan. The Environmental Compliance Plans will be reviewed by the KYTC Engineer.
5. Manufacturers' recommended Film Thickness and application conditions for the coating system to be used.
6. Rigging and Containment Plan, Design for rigging and containment shall be signed and stamped by a licensed Kentucky professional engineer. The design for containment will be reviewed by the KYTC engineer.

**All submittals must be approved prior to beginning any work.**

### **B. CONTAINMENT**

**Totally enclose all** elements to be cleaned and painted during all phases of the work. Use containment that meets the criteria for **SSPC Technology Guide No. 6 – Containment Classification Class 2A with an entryway condition E2 (Re-sealable)**.

**Maintain a minimum of 74 feet clearance between normal pool of the Ohio River and any containment or other obstruction. No cables, tarps, nets etc. shall extend more than 4 feet below the low steel.**

**Maintain all river navigational lighting.**

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

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

**The contractor will provide the necessary apparatus to keep all debris from cleaning and painting operations off the roadways and waterways.** The contractor will be required to submit, to the Department for approval prior to starting work, the plan that he will follow in protecting the traveling public and keeping debris off the roadways. The contractor will submit a design for the protection device. Prior to submission, the design must be reviewed and approved by a Kentucky licensed Professional Engineer. The Department will review the submission for final approval.

Monitor and assess the quantity of emissions from containment using SSPC Technology Guide No. 6, SSPC Technology Update No. 7, and the following requirements for Visible Emissions – General Surveillance (Visible Emission Evaluations for Total Dust – Timing), EPA Ambient Air Monitoring for Toxic Metals (TSP-Lead), and Visual Assessment of Site Cleanliness.

Method A Visible Emissions-General Surveillance: Monitor containment for visible emissions for a minimum of 15 minutes for every 4 hours of surface preparation, including collection of abrasive media and cleaning of containment materials, and coating application operations. Record the duration of visible emissions from each 15 minute observation period in the logbook. Allowable visible emissions shall not exceed Level 1 Emissions, as defined in SSPC Technology Guide No. 6. Observance of emissions at any time may require (at the discretion of the Engineer) that operations cease until the containment is sufficient to prevent emissions.

Method D Conduct EPA Ambient Air Monitoring for Toxic Metals (TSP-Lead) in accordance with 40 CFR 50. Conduct background monitoring for a minimum of 3 days prior to mobilization of equipment and installation of containment materials. Select an analytical laboratory which is approved to perform TSP-Lead analyses through the National Environmental Laboratories Accreditation Program (NELAP). Submit certified analytical results for each sample to the Engineer within 5 days of obtaining the sample. Emissions monitored by this method shall not exceed 1.5 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) as a 90 day average as defined in the National Ambient Air Quality Standard (NAAQS) for Lead. Calculations to determine adjusted acceptable allowances based on NAAQS and site specific schedules are detailed in SSPC Technology Guide No. 6 and SSPC Technology Update No. 7.

Method G At a minimum, visually assess the worksite for cleanliness at the beginning end of each work shift. Record each assessment in the logbook noting the location and description of any accumulation of debris. Production work will not continue without approval of site cleanliness.

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

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

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

## **C. SURFACE PREPARATION**

### **Solvent Cleaning**

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

### **Compressed Air**

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

### **Inside of Anchor Houses; Air Wash and Hand/Power Tool Cleaning for Cables, I-bars/Anchors and Other Metal Surfaces**

Clean all metal surfaces to a SSPC SP-3 or SSPC SP-2 where inaccessible with power tools as described in SSPC Painting Manual Volume 2 Eighth Edition. All tools used for mechanical surface preparation must be made of bronze, brass or other materials which will not damage the forged iron cables (**see Special Note for Surface Preparation Methods Test and Approval**) Air wash/blow down with adequate volume and pressure to remove accumulated dirt and debris

### **Metal Framing and Doors of Anchor Houses,**

Power tool clean steel framing and doors of the anchor houses to a SSPC SP-3 as described in SSPC Painting Manual Volume 2 Eighth Edition, all surfaces of the framing shall be sanded, wiped clean of dirt, debris etc. to accept new coating

### **Exterior Cables Abrasive Blast Cleaning**

#### **Painted cables**

Abrasive blast clean all exterior painted cables including the Main Suspender Cables and the Hanger Cables to remove all paint, corrosion materials and debris. Tightly adherent paint, corrosion material or galvanic coating may remain in the crevices below the level of the outer strands or protective wrap. The upper main cables have a wrap of galvanized steel wire, tightly adherent galvanic coating shall remain in place. Steel abrasive will not be permitted for use on any cables. Select an abrasive which will not damage the iron or steel substrate of any cables (**see Special Note for Surface Preparation Methods Test and Approval**).

### **Galvanized cables**

Abrasive blast clean all exterior galvanized cables to remove any dirt, debris, loose coating or rust. Tightly adherent galvanic coating shall remain in place. . Steel abrasive will not be permitted for use on any cables. Select an abrasive which will not damage the iron or steel sub-straight of any cables (**see Special Note for Surface Preparation Methods Test and Approval**).

### **Saddle Houses Abrasive Blast Cleaning**

Abrasive blast clean all structural steel and/or iron including the saddles to SSPC SP-6 / NACE No.3 (Commercial Blast) condition as described in SSPC Painting Manual Volume 2 Eighth Edition. Provide abrasive that is sized to produce an anchor pattern profile height as recommended by the coating manufacture's product data sheets. Select an abrasive which will not damage the steel or iron substrate (**see Special Note for Surface Preparation Methods Test and Approval**). Protect the cable bundles from abrasive blast media other than what is approved for blasting of cables (**see Special Note for Surface Preparation Methods Test and Approval**). Protect grease and roller beds of saddles from any contamination. Contamination of the roller beds and/or grease in roller beds will be cleaned to the satisfaction of the Engineer and at the contractor's expense.

Power tool clean steel framing and all doors of the saddle houses to a SSPC SP-3 as described in SSPC Painting Manual Volume 2 Eighth Edition, all surfaces of the framing and doors shall be sanded, wiped clean of dirt, debris etc. to accept new coating

### **Walkway Handrails, Spindles, Bracing and Posts; Abrasive Blast Cleaning**

The handrails, spindles, bracing and posts are aluminum. If steel posts are encountered; abrasive blast steel posts to SSPC SP-6 / NACE No.3 (Commercial Blast) condition as described in SSPC Painting Manual Volume 2 Eighth Edition. Provide abrasive that is sized to produce an anchor pattern profile height as recommended by the coating manufacture's product data sheets. Select an abrasive which will not damage the steel substrate (**see Special Note for Surface Preparation Methods Test and Approval**).

Abrasive blast aluminum rails, spindles, bracing and posts to remove all coating and provide a surface profile of 1.0 to 2.0 mils. Measure the surface profile on metal substrates in accordance with ASTM D 4417 Method C at a minimum of once per each 1000 square feet of prepared surface. Select an abrasive which will not damage the aluminum substrate of any rails, spindles, supports or posts (**see Special Note for Surface Preparation Methods Test and Approval**).

### **Abrasive Blast Cleaning for Superstructure, Grated Decking and Exterior Surfaces**

Abrasive blast clean all Structural Steel, Grated Decking, Stairs and Railings, Metal Gates and Forged Fencing, Doorways (other than as described under anchor and saddle house surface preparation) and Other Metal Appurtenances to a SSPC SP-6 / NACE No.3 (Commercial Blast) condition as described in SSPC Painting Manual Volume 2 Eighth Edition. Provide abrasive that is sized to produce an anchor pattern profile height as recommended by the coating manufacture's product data sheets. Measure the surface profile on metal substrates in accordance with ASTM D 4417 Method C at a minimum of once per each 1000 square feet of prepared surface first 20,000 square, then one per 5000 square feet. Select an abrasive which will not damage the steel substrate (**see Special**

**Note for Surface Preparation Methods Test and Approval).** After blast cleaning, remove all surface imperfections (e.g. sharp fins, sharp edges, weld splatter, burning slag, scabs, slivers, etc.). Restore the abrasive blast anchor pattern and profile for any area affected by removal of surface imperfections.

#### **Abrasive Media**

All abrasive blast cleaning will be preformed as dry abrasive blast cleaning. Use clean, dry, uniformly graded abrasives for blast cleaning that meet the requirements SSPC AB-1, AB-2, or AB-3 as applicable. Copper slag shall not be used for abrasive blast cleaning.

#### **Soluble Salt Contamination**

Conduct soluble salt testing on all prepared surfaces of truss members (i.e. vertical posts, cables and hangers, and lower chord etc.) to a maximum height of 10 feet above the roadway surface and prepared surfaces of all structural steel below the roadway surface. Conduct sampling and testing for soluble salt contamination in accordance with SSPC Technology Guide 15, Patch Cell Retrieval Method and Field Measurement of Conductivity (Total Soluble Salts) at a minimum of once per each 1000 square feet of prepared surface. Ensure testing is conducted representative of all surfaces within the defined areas for testing. Acceptable soluble salt contamination shall not exceed 100 microsiemen's per centimeter ( $\mu\text{S}/\text{cm}$ ) for any individual test conducted. Soluble salt testing may be suspended, at the Engineers discretion, based upon sustained acceptable sampling and testing and seasonal weather conditions.

Any area found to exceed the acceptable level of soluble salt contamination shall be remediated to comply with the requirements of this specification. Additional testing may be required, at the discretion of the Engineer, to further define the extent of any area requiring remediation. Methods of remediation are at the discretion of the contractor. Methods of remediation which include the use of chemical additives to aid in the removal of soluble salts from the surface will be required to incorporate a procedure to ensure complete removal of the additive from the prepared surface. Regardless of the method of remediation utilized, all prepared surfaces shall comply with the requirements of this specification immediately prior to coating application.

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

**This structure may contain significant amounts of lead coating.**

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

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

### **Industrial waste**

Dispose of industrial wastes (non-hazardous wastes) such as empty paint buckets, paint-contaminated rags, rollers, clogged spray hoses and brushes. Store industrial wastes in appropriate containers, and appropriately labeled, prior to disposal. Industrial waste containers not covered or designed to prohibit entry of water, must be included in and comply with Ground Water Protection requirements (see **Special Note For Environmental and Worker Safety Regulations** - D. Groundwater Protection).

### **Hazardous Waste**

The contractor is responsible for the handling, storage, and disposal of all hazardous waste generated during this project. **Wastes generated by surface preparation will be stored separately.** The Contractor, through an approved environmental laboratory will have the waste debris sampled by qualified personnel and a waste determination (TCLP) completed within 5 working days of sample collection. If the waste is determined to be hazardous, the contractor will handle, store, transport and dispose of the waste as a hazardous waste (Hazardous Waste Management). Otherwise, the contractor will handle, store, transport and dispose of the waste as an industrial waste. Cost of sampling, testing, storage, transport and disposal (hazardous or nonhazardous) will be considered incidental to lump sum for cleaning and painting structural steel.

Hazardous materials are to be stored separate from paint debris. All wasted solvents used in cleaning are also to be considered hazardous waste. Store solvent wastes in separate containers (i.e. not with the paint debris).

The Department will provide a site on its property for the Contractor to erect a temporary waste storage facility. Store hazardous waste at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with Standard Drawing No. RFC-001-07 of the Kentucky Department of Highways Standard Drawings Book, with the **exception that concrete is not required for installation of posts.** The fence of the storage area must be firmly attached to metal posts and have a locked gate. The gate must be secured to the fence post by a chain and a lock. Each side of the enclosure is to have appropriate placarding forbidding unauthorized entrance and announcing that the area is a hazardous waste/lead storage site. Cover the ground where the drums will be stored with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. The drums will be set on skids that are placed on the tarpaulin. There must be adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time.

The storage area is to be maintained/operated to prevent releases. The drum storage enclosure must have a spill clean-up kit. The package must include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There must be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated area must be secured prior to the onset of operations at the job site.

Maintain the hazardous waste storage facility and return the site to its original state when the work is completed.



If work is performed from barges, temporary storage of all waste generated during surface preparation may be stored on the barge(s) See **Special Note for Working from the Ohio River**. If waste is determined to be Hazardous the Waste will be transferred directly from the barge tenders to a registered hazardous waste transporter for conveyance to a permitted hazardous waste treatment, storage or disposal facility.

The temporary storage area on the barge(s) or vessel(s) is to have appropriate placarding forbidding unauthorized entrance and announcing that the area is a hazardous waste/lead storage site. Cover the floor or surface where the container(s) will be stored with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. If drums are used the drums will be set on skids that are placed on the tarpaulin. There must be adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. If a roll off is used it will be placed upon a tarpaulin and covered to prevent entry of water.

The storage area is to be maintained/operated to prevent releases. The storage area must have a spill clean-up kit. The kit must include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There must be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated area must be secured prior to the onset of operations at the job site.

The Contractor is solely responsible for the management and the disposal of all hazardous waste generated during the cleaning and painting operations in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations promulgated pursuant thereto.

If test results indicate hazardous waste, the Kentucky Transportation Cabinet will file a Notification of Hazardous Waste Activity with the Kentucky Division of Waste Management to obtain an EPA Identification Number in accordance with 401 KAR 32:010, Section 3. The Cabinet will provide the Contractor with this EPA ID number to be used in hazardous waste management in compliance with 401 KAR 32:010, Section 3 (1).

The Contractor is responsible for furnishing appropriate U.S. DOT containers that are made or lined with materials which are compatible with the hazardous waste to be stored in accordance with 401 KAR 35:180, Section 3. All hazardous wastes collected at the job site will be placed in those containers for transport to the storage site. The containers will be used and managed at the job site and at the storage site in accordance with 401 KAR 35:180. Prior to the transfer of the containers of hazardous waste from the job site to the storage area, the containers will be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of 401 KAR 32:030.

**Each container will be labeled “Hazardous Waste” and the date clearly marked when the hazardous waste is *first* added to the container in compliance with 401KAR35:180, Section 4(3). That date marked is the *start date* of the seventy-five (75) day storage period.**

The generator for the waste under this contract is the Kentucky Transportation Cabinet. All records including the labels on the waste containers and the manifests are to be completed using the Transportation Cabinet as the generator.

The Department requires that all hazardous waste be removed within seventy-five (75) days of the accumulation start date. The Contractor will select a registered hazardous waste transporter to transport the containers of hazardous waste generated during the painting operations to a permitted hazardous waste treatment, storage or disposal facility. The hazardous waste will be manifested with a Uniform Hazardous Waste Manifest that is to be completed, in entirety, as per the regulations of 401 KAR 32:020 and 401 KAR 32:100. Copies of all manifests with the Land Disposal Restriction Notice will be provided to the project Engineer and the Central Office, Division of Construction. *Final partial payment of 10% for the project will not be released until the Department receives all copies of the manifests.*

Failure to remove the hazardous waste within Seventy-Five (75) days will result in a performance penalty of Two Thousand Dollars (\$2,000.00) per day per drum that the containers are left in storage. This penalty is in addition to any fines that may be assessed by regulatory agencies other than the Transportation Cabinet.

## **E. PAINT APPLICATION**

**For all structural steel, cable hangers, saddles, and other metal appurtenances other than walkway hand rails, forged iron fence and gates, stairs and cables.** Do not paint areas until they have been inspected and approved by the Engineer (or at the direction of the Engineer, the Department's inspector). Apply paint only to dry clean surfaces. Ensure that the appropriate resulting surface condition, as described in the Surface Preparation section, is present at the time of primer application (i.e. re-treat if rust-back occurs). Apply a Class I (Type I or II) or Class II (Type I or II) coating system from the approved list referenced in the SPECIAL NOTES FOR PAINT and consisting of:

1. ***Prime Coat*** --Paint all structural steel with one (1) coat (dry film thickness per manufacturers product data sheet) of organic zinc rich primer (see **SPECIAL NOTES FOR PAINT**).
2. ***Intermediate Coat***—Paint all structural steel with one (1) full intermediate coat (dry film thickness per manufacturers product data sheet) (see **SPECIAL NOTES FOR PAINT**).
3. ***Finish Coat*** - Paint all structural steel with one (1) full finish coat (dry film thickness per manufacturers product data sheet) (see **SPECIAL NOTES FOR PAINT**).

**The steel grid bridge deck will only receive the Prime coat. In addition the traffic lane striping will be replaced with like materials approved by the cabinet.**

The finish coat will be blue and will meet the following values.

	<b>L*</b>	<b>a*</b>	<b>b*</b>
<b>Blue</b>	<b>66.56</b>	<b>- 7.26</b>	<b>- 20.10</b>

**For Cables and anchorages (inside anchor houses)**, do not paint areas until they have been inspected and approved by the Engineer (or at the direction of the Engineer, the Department’s inspector). Apply paint only to dry clean surfaces. Ensure that the appropriate resulting surface condition, as described in the Surface Preparation section, is present at the time of primer application (i.e. re-treat if rust-back occurs). Apply coatings to provide a minimum 2 inch overlap onto other components such as cable suspenders, shields, hanger brackets etc. Components which will have overlap coating applied shall be coated with their respective coating prior to painting of the cable and overlap application. Apply coatings as follows:

1. **Prime Coat** –Paint all cables with one (1) full coat (dry film thickness per manufactures product data sheet) of Noxyde (Mathys by Rust-Olem) or Fox 501M (Sherwin Williams) (see **SPECIAL NOTE FOR PAINT for items that apply**).
2. **Intermediate Coat**–Paint all cables with one (1) full coat (dry film thickness per manufactures product data sheet) of Noxyde (Mathys by Rust-Olem) or Fox 501M (Sherwin Williams) (see **SPECIAL NOTE FOR PAINT for items that apply**).
3. **Finish Coat** – Paint all cables with one (1) full finish coat (dry film thickness per manufactures product data sheet) of Sher-cryl HPA (Sherwin Williams) or equal as recommended by primer manufacture for the finish coat (see **SPECIAL NOTE FOR PAINT for items that apply**).

The finish coat will be blue and will meet the following values.

	<b>L*</b>	<b>a*</b>	<b>b*</b>
<b>Blue</b>	<b>66.56</b>	<b>- 7.26</b>	<b>- 20.10</b>

**For Walkway hand rails and posts**, aluminum hand rails, spindles, bracing and posts will not receive paint. For any steel post and/or non-stainless fasteners; do not paint areas until they have been inspected and approved by the Engineer (or at the direction of the Engineer, the Department’s inspector). Apply paint only to dry clean surfaces. Ensure that the appropriate resulting surface condition, as described in the Surface Preparation section, is present at the time of primer application. Apply a Class I (Type I or II) or Class II (Type I or II) coating system from the approved list referenced in the SPECIAL NOTES FOR PAINT and consisting of:

1. **Prime Coat** –Paint all steel hand rails and posts with one (1) full coat (dry film thickness per manufacture’s product data sheet) (see **SPECIAL NOTE FOR PAINT**).

2. **Intermediate Coat**—Paint all steel hand rails and posts with one (1) full intermediate coat (dry film thickness per manufacturer’s product data sheet) (see **SPECIAL NOTES FOR PAINT**).
3. **Finish coat** –Paint all steel hand rails and posts with one full coat (dry film thickness per manufacture’s product data sheet) (see **SPECIAL NOTE FOR PAINT**).

The finish coat will be silver and will meet the following values.

	<b>L*</b>	<b>a*</b>	<b>b*</b>
<b>Silver</b>	<b>61.35</b>	<b>- 0.62</b>	<b>- 1.21</b>

**For steel framing and doors of saddle and anchor houses,**

do not paint areas until they have been inspected and approved by the Engineer (or at the direction of the Engineer, the Department’s inspector). Apply paint only to dry clean surfaces. Ensure that the appropriate resulting surface condition, as described in the Surface Preparation section, is present at the time of primer application. Apply a Class I (Type I or II) or Class II (Type I or II) coating system from the approved list referenced in the SPECIAL NOTES FOR PAINT and consisting of:

1. **Finish coat** –Paint all steel framing of saddle houses and exterior framing of anchor houses with one (1) full coat (dry film thickness per manufacture’s product data sheet) (see **SPECIAL NOTE FOR PAINT**).

The finish coat will be beige and will meet the following values.

	<b>L*</b>	<b>a*</b>	<b>b*</b>
<b>Beige</b>	<b>73.38</b>	<b>1.85</b>	<b>10.78</b>

**For stairs and stair rails, forged iron fences and gates, doors, trap doors, and other designated metal appurtenances** do not paint areas until they have been inspected and approved by the Engineer (or at the direction of the Engineer, the Department’s inspector). Apply paint only to dry clean surfaces. Ensure that the appropriate resulting surface condition, as described in the Surface Preparation section, is present at the time of primer application (i.e. re-treat if rust-back occurs). Apply a Class I (Type I or II) or Class II (Type I or II) coating system from the approved list referenced in the SPECIAL NOTES FOR PAINT and consisting of:

:

1. **Prime Coat** --Paint all structural steel with one (1) coat (dry film thickness per manufacturers product data sheet) of organic zinc rich primer (see **SPECIAL NOTES FOR PAINT**).
2. **Intermediate Coat**—Paint all structural steel with one (1) full intermediate coat (dry film thickness per manufacturers product data sheet) (see **SPECIAL NOTES FOR PAINT**).

- 3. **Finish Coat** - Paint all structural steel with one (1) full finish coat (dry film thickness per manufacturers product data sheet) (see **SPECIAL NOTES FOR PAINT**).

**The finish coat for all steel horizontal walking surfaces (including stairs) shall be treated with a non-skid surface treatment approved by the manufacture.**

The finish coat will be beige and will meet the following values.

	<b>L*</b>	<b>a*</b>	<b>b*</b>
<b>Beige</b>	<b>73.38</b>	<b>1.85</b>	<b>10.78</b>

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

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

Establish a paint storage site for receiving and storing paint delivered for use on the project. Locate the paint storage site separate from the job site. Receive all new paint at the storage site for inventory and acceptance testing. The QC inspector (**SEE SPECIAL NOTES FOR QUALITY CONTROL**) will inventory the supplied paint by batch number and quantities delivered. The QC inspector will examine all paint containers delivered and reject those with 1) broken seals, 2) rust, 3) altered, missing or illegible batch numbers or labels and 4) dents. The QC inspector will number and initial each container with an indelible marker. Label rejected paint containers “REJECTED” and dispose of them promptly. Store unapproved or rejected containers of paint separately from those that are approved until disposed of. Allow no paint at the actual job site until the Engineer has approved it.

The QC inspector will conduct a daily start-up inventory of containers of approved paint brought to the job site noting batch numbers and the inspector’s container number. At the end of the work day, the QC inspector will conduct another inventory noting the number of paint containers expended, inspector’s inventory numbers, and types of paint. Inventory paint containers brought on the job site that are not used. Re-inventory those when they are taken back to the job site to be used.

A representative of the KYTC Central office will sample each lot of material (**SEE SPECIAL NOTES FOR PAINT**). The addition of solvents to paint is permitted only by written approval from the Engineer. Use only new solvents supplied by the paint manufacturer. Add solvents at the job site in the presence of the QA inspector. Use only solvents from new, unopened containers with the solvent manufacturer’s labeling intact. The QC inspector will record locations where solvent-thinned paint was used.

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

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

### **G. WORKMANSHIP**

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

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

**SPECIAL NOTE FOR TEFLON BEARINGS**

This structure has been retrofitted with Teflon roller bearings. The Contractor shall protect these bearings from any damage as directed by the Engineer.

### **SPECIAL NOTE FOR CONDUIT PROTECTION DEVICES**

The conduit running along the top of each bottom cord has been retrofitted with a conduit protection device mounted at each side of the roadway at each main tower. The Contractor shall remove the protection device and clean the device and the steel behind the device as directed in Special Note for Surface Preparation and Paint Application part C, item for Abrasive Blast Cleaning for Exterior Surfaces. The Contractor shall paint the protection device and steel behind the device as directed in the Special Note for Surface Preparation and Paint Application part E, item For or all structural steel, cable hangers, saddles, and other metal appurtenances other than hand rails, forged iron fence and gates, stairs and cables. After all cleaning and painting has been completed on the indicated surfaces the contractor shall reinstall the protection devices.



### SPECIAL NOTE FOR QUALITY CONTROL

The contractor will provide QC inspectors to monitor all work, insure that all work is completed in accordance with the Special Notes and Standard Specifications, and record inspection results. All QC inspectors will possess at a minimum one of the following certifications: SSPC-BCI level 1 or NACE CIP level 1 & CIP One Day Bridge Course. The QC inspector(s) may not perform production work that requires QC/QA inspection. The Department's (QA) inspector will conduct in-progress reviews of the Contractor's operations and perform follow-up quality assurance (QA) inspections after the QC inspector has certified that a portion of work is complete.

**Progress of Work** - Work shall proceed by sections, bays or other readily identifiable parts of the structure. All work will proceed from top to bottom of the structure. The work will be broken down into adjacent sections (control areas) separated by bulkheads. Bulkheads will be sealed to the containment and meet all **SSPC Technology Guide No. 6 – Containment Classification Class 2A** requirements. Only one phase of work will be permitted in a given control area at any time.

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

#### Quality Control Point

#### QC Inspection Function

##### 1. Surface Preparation

- |   |   |
|---|---|
| A. Solvent Cleaning                                       | Visually & Physically inspect.  |
| B. Abrasive Blast Cleaning or hand or power tool cleaning | Visually inspect for cleanliness and measure anchor profile as required. Test for adherence with dull scraper |
| C. Soluble Salt Contamination                             | Conduct soluble salt testing.   |

##### 2. Coating Application

- |                                  |  |
|----------------------------------|--|
| A. Prime coat application        | Check for film thickness, paint appearance, color and quality of application |
| B. Intermediate coat application | Check for film thickness, paint appearance, color and quality of application |
| C. Finish coat application       | Check for film thickness, paint appearance, color and quality of application |
| D. Final touch up and repair     | Check for film thickness, paint appearance, color and quality of application |

Note: Coating application will be inspected using **KM64-258-05** and a visual inspection for any coating defects. The Engineer may request tests, including destructive DFT tests, at additional sites or he may elect to perform additional tests

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

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

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

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

**Test Patch** - Prior to initiation of painting, prepare at least one test patch for each surface preparation method and coating system application on the structure to serve as a standard for reference during the balance of the painting operations. The surface preparation means and methods will be evaluated for acceptance (see **Special Note for Surface Preparation Methods Test and Approval**). Locate the test patch(es) at an accessible area incorporating the different surface types of the project. Use the specified surface preparation on a surface (or surfaces) with at least 20 ft<sup>2</sup> per application method per coating plus 20 ft<sup>2</sup> for surface preparation.

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

## **SPECIAL NOTE FOR SURFACE PREPARATION METHODS AND APPROVAL**

The contractor will prepare a sample area of 20 ft.<sup>2</sup> for each method of surface preparation on each type of substrate for evaluation, for acceptance by the Engineer prior to proceeding with any production work. Members from the State Historic Preservation Office (SHPO) may be present for comment. The contractor will be responsible for all coordination with the cabinet and SHPO.

**Note: It is the Contractor's responsibility to develop means and methods for surface preparation that will not damage the metal substrates being cleaned or any adjacent materials such as masonry. The Department assumes no responsibility for lost work due to rejection of means and methods of surface preparation that result in undue damage to the metal substrates of this project.**

### **SPECIAL NOTE FOR PRESERVATION OF MASONRY**

The stone and brick masonry shall be protected from abrasive blast and coatings. Methods used to protect masonry will have no negative impacts or cause lasting harm to existing materials, thereby complying with the Secretary of the Interior Standards (see **Special Note for the Secretary of the Interior's Standards for Rehabilitation**). There are no allowances for damage to masonry from contractor operations. The contractor will be responsible for any damage to stone or brick masonry. Any repair deemed necessary to damaged masonry will be at the contractor's expense and no additional time will be allotted by the Department. Any repairs will be in accordance with the Secretary of the Interior's Standards and with the approval of the State Historic Preservation Office (SHPO). The contractor will be responsible for all coordination with the cabinet and SHPO

## **SPECIAL NOTE FOR THE SECRETARY OF THE INTERIOR'S STANDARD FOR REHABILITATION**

In the case that the contractor should damage or degrade any portion of the structure, the following Standards will apply to any and all repairs and rehabilitation, as well as recommendations and requirements from the State Historic Preservation Office (SHPO).

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

- 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
- 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
- 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
- 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
- 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**
- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

Further information on the Secretary of the Interior Standards for Rehabilitation can be found on the National Park Service's Technical Preservation Services website or at:

<http://www.nps.gov/history/hps/tps/standards/rehabilitation.htm>

### **SPECIAL NOTE FOR PAINT**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SPECIAL NOTE FOR CONFINED SPACE ENTRY**

The Anchor Houses have been identified as confined spaces under the criteria set forth by KY OSH Standard 803 KAR 2:200, Section 1. Therefore, all work performed inside of the Anchor Houses must be in accordance with the regulations outlined by this standard. This includes, but is not limited to, the following:

- Disconnecting or blocking all pipes, lines, etc. which may carry harmful agents into the confined space
- Placing fixed mechanical devices or equipment at ZMS (zero mechanical state) and locking out electrical equipment
- Testing atmosphere of the confined space for oxygen content, flammable or explosive agents, or any other toxic air contaminant
- Ventilating the confined space as required to eliminate the unsafe condition identified by monitoring
- Using appropriate respiratory protection
- Making provisions for constant communications between employees inside the confined space and an employee in the immediate vicinity outside the confined space.
- Providing ladders or other safe means of entry and exit
- Making provisions for rescue procedures, including rescue equipment and training, as outlined in Section 4 of this standard
- Establishing a written procedure for emergency and rescue methods and operations covering all confined space entries addressing all of the requirements outlined under Section 4 (1)
- Establishing a training program to instruct affected employees
- Ensuring that personnel with rescue training, basic first aid, and CPR, are in the vicinity of the confined space to render emergency assistance as needed

To ensure compliance with KAR 2:200, please review this standard for additional details and information.



## **SPECIAL NOTE FOR PRE-BID CONFERENCE**

### **DISTRICT NO. 6**

#### **FD52 059-0017-B00048N-0024.01**

The Department will conduct a mandatory Pre-Bid Conference and a field review for a project to clean and paint Roebling Bridge (Ky-17 over the Ohio River). Any company that is interested in bidding on the project or being part of a joint venture must be represented at both the conference and the field review by an **officer** of the company. No individual can represent more than one company. At the conference and during the subsequent field review of the subject bridge, a roster will be taken of the representatives present. **Only Pre-qualified companies represented at the conferences and during the field review will be eligible to have their bids opened at the date of letting.**

The Pre-bid conference will be held on Thursday July 30 at 1:00 PM.at:

**Sanitation District #1  
1045 Eaton Drive  
Fort Wright, KY 41017**

The purpose of the conference and field review is to familiarize all prospective bidders with the contract requirements and the location and condition of the structure within the scope of the contract. The field review is not intended for bid estimation

Department of Highways officials present at the conference will answer questions concerning the project.

### **SPECIAL NOTE FOR PARTNERING**

Formal partnering as detailed in the Standard Specifications for Road and Bridge Construction will not be required on this project. However, informal partnering will be instituted with regularly scheduled meetings with the stakeholders and the Department to be established and conducted as work progresses.

### SPECIAL NOTE FOR PAYMENT

Payment for this work will be according to Standard Specifications for Road and Bridge Construction (2004) Section 614.05 with the following modification to Section 614.05.

Field Applied Coating. Partial payments will based on acceptance of the following:

Surface Preparation	45%
Coating Application	40%
Waste documentation	10%
De-rigging and touch-up of	
De-rigging damage	5%

### **SPECIAL NOTE FOR PERMITS**

The Contractor shall be responsible for applying for all permits to access areas for this project (Coast Guard, City of Cincinnati, City of Covington, Other property owners, ETC). The Contractor shall be responsible for all coordination with the Banks Project on the Ohio side of the bridge.

The Cabinet will be responsible for all permits concerning traffic control.

### **SPECIAL NOTE FOR WORKING FROM THE OHIO RIVER**

Work may be performed from barges or vessels in the Ohio River (see **SPECIAL NOTE FOR COAST GUARD REQUIREMENTS**)

The contractor is solely responsible for compliance with all regulatory, statutory, insurance requirements, etc. thus applicable for any work conducted from a barge or other vessel on the Ohio River. Agencies involved include but are not limited to The US Army Corp of Engineers, the US Coast Guard and the Kentucky Environmental and Public Protection Cabinet. The Department assumes no obligations or liabilities for work stoppages due to enforcement actions by government regulatory agencies or to related delays that the Department deems necessary.

## **SPECIAL NOTE FOR COAST GUARD REQUIRMENTS**

The **Eighth Coast Guard District, 1222 Spruce Street, St. Louis, MO 63103-2832** has jurisdiction over activities in, under, over and around the Ohio River where the Roebling crosses. The Coast guard requires the following conditions be met during performance of the work on the Roebling Bridge.

Condition 1: When a temporary access platform, containment tarps, or nets and steel cables are suspended below the bridge, they shall not extend more than 4 feet below the low steel. A minimum vertical clearance above normal pool of 74 feet shall be maintained at all times. If the water elevation rises, the suspended apparatus must be raised to restore the minimum clearance. The Eight Coast Guard office shall be provided a drawing of the containment clearances and advised prior to installation of the access platform so that they may alert navigation of the work.

Condition 2: The Commander, Eighth Coast Guard District (dwb), shall be provided a schedule of work and be notified prior to any change to the work schedule. The name of the person who may be contacted on a 24-hour basis to respond to an emergency at the work site shall also be provided to the Coast Guard.

Condition 3: All work shall be conducted so that the free flow of navigation is not unreasonably interfered with and the navigable depths not impaired.

Condition 4: The work should not be allowed to interfere with the proper display of navigation lights or retro-reflective panels at night.

Condition 5: Floating plant shall not be permanently moored between the channel piers and shall be moved upon request for passage of river traffic.

Condition 6: Floating plant working in the channel shall display lights and signals as required by "Inland Navigation Rules of 1980".

Condition 7: Positive precautions shall be taken to prevent the accidental dropping of spark-producing, flame-producing, lighted or other damaging objects onto barges and vessels passing beneath the bridge. All flame-cutting, welding and similar spark-producing "hot work" shall cease over the channel when vessels are passing beneath the bridge.

Condition 8: The work must comply with the Federal Water Pollution Control Act, as amended, which prohibits the discharge of oil (including oil based paints) or hazardous substances into the waters of the United States. The Act requires any person in charge of the discharge to the U.S. Coast Guard National Response Center, 1-800-424-8802 (toll free). The owner/operator of the vessel or facility from which the pollutant is discharged is subject to a civil penalty of up to \$10,000 and is liable for cleanup costs, in any.

Condition 9: The Coast Guard Office must be kept informed of the status of work to enable them to issue cautionary notices to mariners.

Contact information:

**Commander (dwb)**  
**Eighth Coast Guard District**  
**1222 Spruce Street**  
**St. Louis, MO 63103-2832**

**Phone: 314-269-2381**

**Fax: 314-269-2737**

**E-Mail [David.H.Studt@uscg.mil](mailto:David.H.Studt@uscg.mil)**

**SPECIAL NOTE FOR UTILITIES AND SIGNS**

Protect all utilities, navigational lighting, traffic lighting, and traffic signs from damage. Maintain all functional lighting and signs. See attached utility impact note.



### **SPECIAL NOTE FOR REMOVAL OF NECKLACE LIGHTING**

The contractor will remove and store the necklace lighting, including lights, mounting hardware and wiring, from the bridge. The Department will provide a storage location for the necklace lighting materials removed. The contractor will ensure that the necklace lighting is deenergized and disconnected from any power source prior to removal. The contractor will be responsible for damages to the lights or mounting hardware and will replace damaged fixtures at their costs. All costs to be included in the Lump Sum bid for clean and paint structural steel.

## **SPECIAL NOTE FOR PHASING OF WORK**

### **Phase I**

The contractor shall complete the Ohio approach spans by November 15, 2009. Contrary to the KYTC Standard Specification, should the Contractor fail complete Phase I by November 15, 2009, liquidated damages will be applied beginning November 16, 2009 and continue forward until final acceptance of Phase I.

### **Phase II**

The remainder of the structure shall be complete during 2010 season (April 1 through November 15). Rigging of the Phase II portion may begin prior to April 1, 2010 with approval from the Engineer. Closure of the bridge and production work for Phase II may begin April 1, 2010. Contrary to the KYTC Standard Specification, should the Contractor fail complete the project by the completion date of November 15, 2010, the Contractor will be assessed a liquidated damage of \$25,000.00 per day.

### **SPECIAL NOTE FOR BRIDGE LOAD LIMITS**

The bridge is posted at 11 tons. No equipment, materials, vehicles, trailers nor combination of thereof shall having a total load exceeding 11 tons shall be placed on or drive across the bridge.

### **SPECIAL NOTE FOR MAINTAINING PEDESTRIAN TRAFFIC**

Pedestrian traffic shall be maintained on at least one sidewalk through out the duration of the project. Pedestrian traffic will be maintained on the downstream sidewalk throughout the duration of the project, except when it becomes necessary to close the downstream sidewalk for production work. Closure of the downstream sidewalk shall be kept to a minimum and shall require written approval of the Engineer. The contractor will provide protection to the traveling public (pedestrians) at all times. The contractor shall maintain a safe wheel chair accessible sidewalk at all times. The contractor shall be responsible for any damage or injury to the traveling public or property (personal or public). No work will be performed and both sidewalks shall be open on opening day for the Cincinnati Red Baseball home season. All cost of maintaining pedestrian traffic will be incidental to Maintain and Control Traffic.

### **SPECIAL NOTE FOR STRUCTURE CLOSURE**

The contractor shall close the structure during the **Phase II** portion for containing, cleaning and painting during the period of April 1, 2010 through November 15, 2010. The contractor shall be required to submit a detailed Progress of Work Schedule (see Special Note for Surface Preparation and Paint Application; A. Submittals) at the Pre-construction Conference. The contractor will provide and place all appropriate detour and/or closure signing as directed by the Engineer and will maintain the signs in good condition. Payment for all items for the structure closure will be incidental to the contract lump sum amount for "Maintain and Control Traffic". See attachment for **SUGGESTED DETOUR PLAN**.

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

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

The contractor will be required to submit a detailed Progress of Work Schedule (see Special Note for Surface Preparation and Paint Application; A Submittals). The contractor shall be required to coordinate his efforts with those of any other contractor in the construction area so as to eliminate any lane closures which conflict with this traffic note.

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

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

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

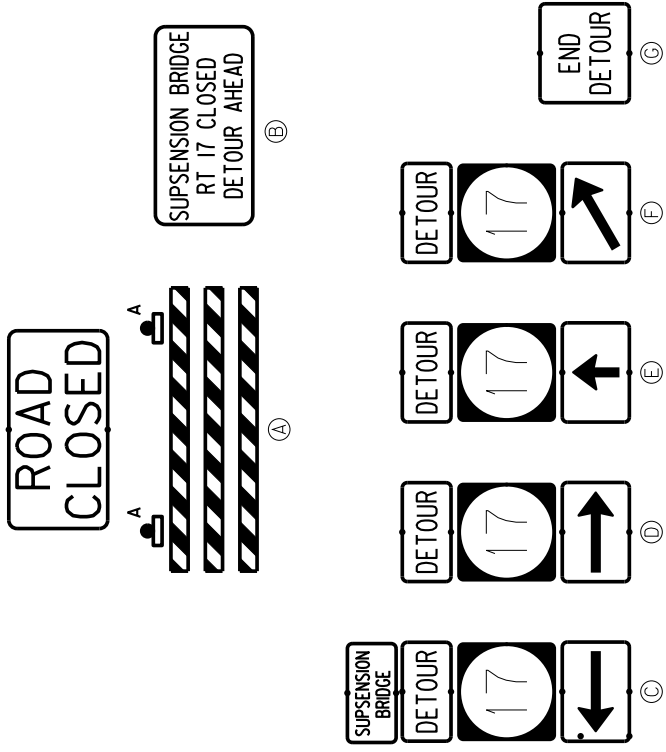
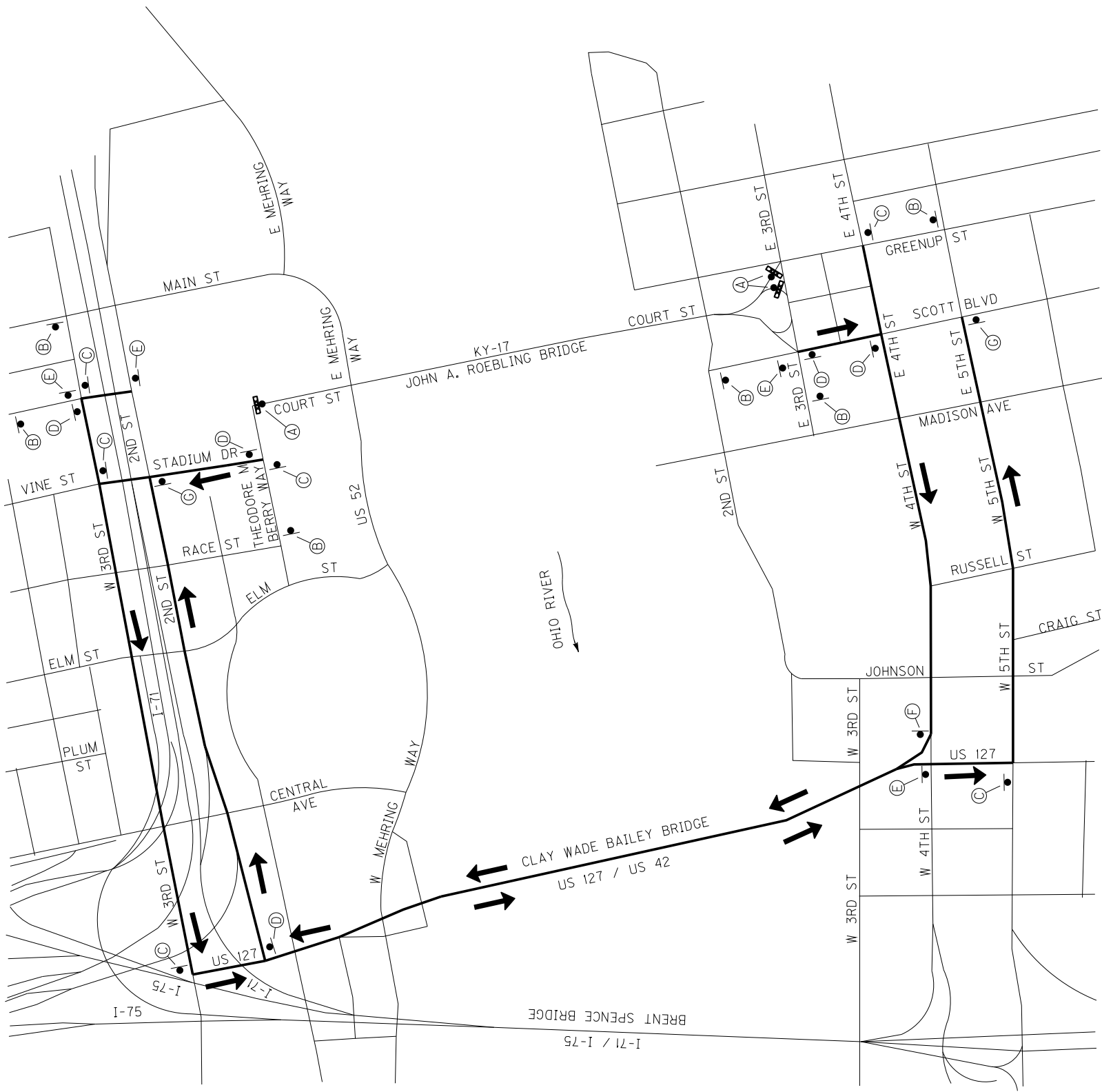
The contractor's vehicles shall always move with and not across or against the flow of traffic. Vehicles shall enter or leave work areas in a manner that will not be hazardous to or interfere with normal roadway traffic. Vehicles shall not park or stop except within designated work areas.

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

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

**Payment**

Payment of the contract lump sum amount for "maintain and control traffic" shall be full compensation for all items necessary to maintain and control traffic on this project. All traffic control items shall remain the property of the contractor when the work is complete.



**DETOUR PLAN**

Commonwealth of Kentucky	
DEPARTMENT OF HIGHWAYS	
COUNTY	
<b>KENTON</b>	
ROUTE	CROSSING
<b>KY 17</b>	Ohio River
<b>SUGGESTED DETOUR PLAN</b>	
PREPARED BY	SHEET NO.
Division of Maintenance	1
DRAWING NO.	

ITEM NUMBER	06-220.00
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## TRAFFIC CONTROL SPECIAL NOTES

THESE TRAFFIC CONTROL PLANS DO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSTALLING TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES."

CONSTRUCTION SIGNING SHOWN IN THESE PLANS IS TO SERVE AS A GUIDE ONLY. OTHER SIGNS MAY BE REQUIRED DURING VARIOUS PHASES OF CONSTRUCTION.

THE CONTRACTOR IS REQUIRED TO PROVIDE LANE SHIFTS WHERE NECESSARY TO ROUTE TRAFFIC AROUND CONSTRUCTION.

NO TRAFFIC SHALL BE DETOURED OR ROADWAY CLOSED, ABANDONED, OR REMOVED WITHOUT THE PRIOR APPROVAL FROM THE ENGINEER.

ADVANCE WARNING SIGNS ARE TO BE PLACED PRIOR TO BEGINNING OF CONSTRUCTION AND REMAIN IN PLACE UNTIL THE COMPLETION OF THE PROJECT.

TYPE "C" WARNING LIGHTS ARE TO BE USED ON ALL CHANNELIZING DRUMS WITHIN TAPERS.

PERMANENT SIGNS AND PERMANENT MARKINGS SHALL BE IN PLACE BEFORE COMPLETED ROADWAYS ARE OPEN TO TRAFFIC. THE COST OF PAINTING PERMANENT PAVEMENT MARKINGS AFTER THE COMPLETION OF ALL BRIDGE REPAIRS SHALL BE INCIDENTAL TO ITEM NO. 02650, MAINTAIN AND CONTROL TRAFFIC, LS.

SEE THE CURRENT EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND STANDARD DRAWINGS FOR TRAFFIC DETAILS NOT SHOWN, GENERAL TRAFFIC CONTROL NOTES, AND SIGN DETAILS.

NOT LESS THAN 14 DAYS PRIOR TO THE CLOSURE OF THE BRIDGE, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING INDIVIDUALS OR AGENCIES COMPLETELY DESCRIBING THE AFFECTED ROADS AND THE APPROXIMATE DURATION OF THE CONSTRUCTION: THESE PARTIES INCLUDE, BUT MAY NOT BE LIMITED TO: (1) LOCAL LAW ENFORCEMENT OFFICE, (2) LOCAL FIRE DEPARTMENT, (3) AMBULANCE SERVICE, (4) LOCAL SCHOOL SUPERINTENDENT, AND (5) UNITED STATES POSTAL SERVICE.

ADVANCED WARNING SIGNS SHALL BE IN PLACE ONE WEEK PRIOR TO LANE CLOSURES ON KY-17 TO NOTIFY DRIVING PUBLIC OF CONSTRUCTION.

THE CONTRACTOR IS TO COORDINATE ALL LANE RESTRICTIONS AND/OR CLOSURES WITH THE KENTUCKY TRANSPORTATION CABINET DISTRICT 6 OFFICE AND THE COUNTY ENGINEER.

MAINTAINING TRAFFIC: TRAFFIC (PEDESTRIAN, AUTOMOBILE, AND MARINE) SHALL BE MAINTAINED AT ALL TIMES IN ACCORDANCE WITH THE TRAFFIC CONTROL SPECIAL NOTES. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING PEDESTRIANS, THE TRAVELING PUBLIC, AND MARINE TRAFFIC FROM FALLING DEBRIS RESULTING FROM THE CONTRACTOR'S OPERATIONS. THE COST OF PROVIDING THE DEBRIS PROTECTION SHALL BE INCIDENTAL TO THE CONTRACT.

THE BRIDGE WILL BE CLOSED TO TRAFFIC WHEN PHASE II CLEANING AND PAINTING BEGINS. THE LUMP SUM BID FOR ITEM NO. 02650, MAINTAIN AND CONTROL TRAFFIC, LS, SHALL INCLUDE FLAGMEN, DIVERSIONS (BY-PASS DETOURS), AREA LIGHTING, CRASH CUSHION, MISC. TRAFFIC CONTROL DEVICES, CHANNELIZATION DEVICE, WORKZONE SAFETY FENCING, LANE CLOSURE AND INCIDENTALS TO COMPLETE THE WORK. THIS WORK SHALL BE IN ACCORDANCE WITH THE FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

THE CONTRACTOR'S OPERATIONS SHALL MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 17'-6" ABOVE MEHRING WAY (U.S. 52) IN CINCINNATI, OH.

THE CONTRACTOR'S OPERATIONS SHALL MAINTAIN A SAFE TRAVEL WAY FOR AT LEAST ONE SIDEWALK AT ALL TIMES. THE WEST (DOWNSTREAM) SIDEWALK SHALL BE AVAILABLE TO PEDESTRIAN TRAFFIC AS MUCH AS POSSIBLE.

THE CONTRACTOR'S OPERATIONS SHALL MAINTAIN A SAFE TRAVEL WAY FOR BOTH EAST (UPSTREAM) AND WEST (DOWNSTREAM) SIDEWALKS DURING SPECIAL EVENTS, AS DIRECTED BY THE ENGINEER.

PEDESTRIAN TRAFFIC SHALL BE PROTECTED, TO THE SATISFACTION OF THE ENGINEER, FROM WORKZONE(S) ACTIVITIES AT ALL TIMES.

ALL COSTS FOR PROVIDING PEDESTRIAN TRAFFIC A SAFE TRAVEL WAY (INCLUDING TRAFFIC CONTROL DEVICES AND TEMPORARY LIGHTING) FOR SIDEWALKS SHALL BE IN TO ITEM NO. 02650, MAINTAIN AND CONTROL TRAFFIC, LS.

Commonwealth of Kentucky <b>DEPARTMENT OF HIGHWAYS</b>	
COUNTY <b>KENTON</b>	
ROUTE <b>KY 17</b>	CROSSING Ohio River
<b>SUGGESTED DETOUR PLAN</b>	
PREPARED BY <b>Division of Maintenance</b>	
SHEET NO. <b>2</b>	DRAWING NO.

ITEM NUMBER	<b>06-220.00</b>
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# **SPECIAL NOTES FOR UTILITY CLEARANCE IMPACT ON CONSTRUCTION**

Kenton County  
FD52 8198 (002) 79915 01D  
Paint the Roebling Bridge Over The  
Ohio River at Covington  
Item No. 06-0220.00

## **GENERAL NOTE**

There are no known utilities which require relocation for the referenced project. This does not mean there are no utilities in the area. The contractor shall investigate the proximity of utilities before he begins work.

**DUKE ELECTRIC** has an energized conductor attached to the bridge. This conductor will be removed by Duke Energy prior to the start of bridge painting.

**CINCINNATI BELL TELEPHONE** conductors have been removed from the bridge.

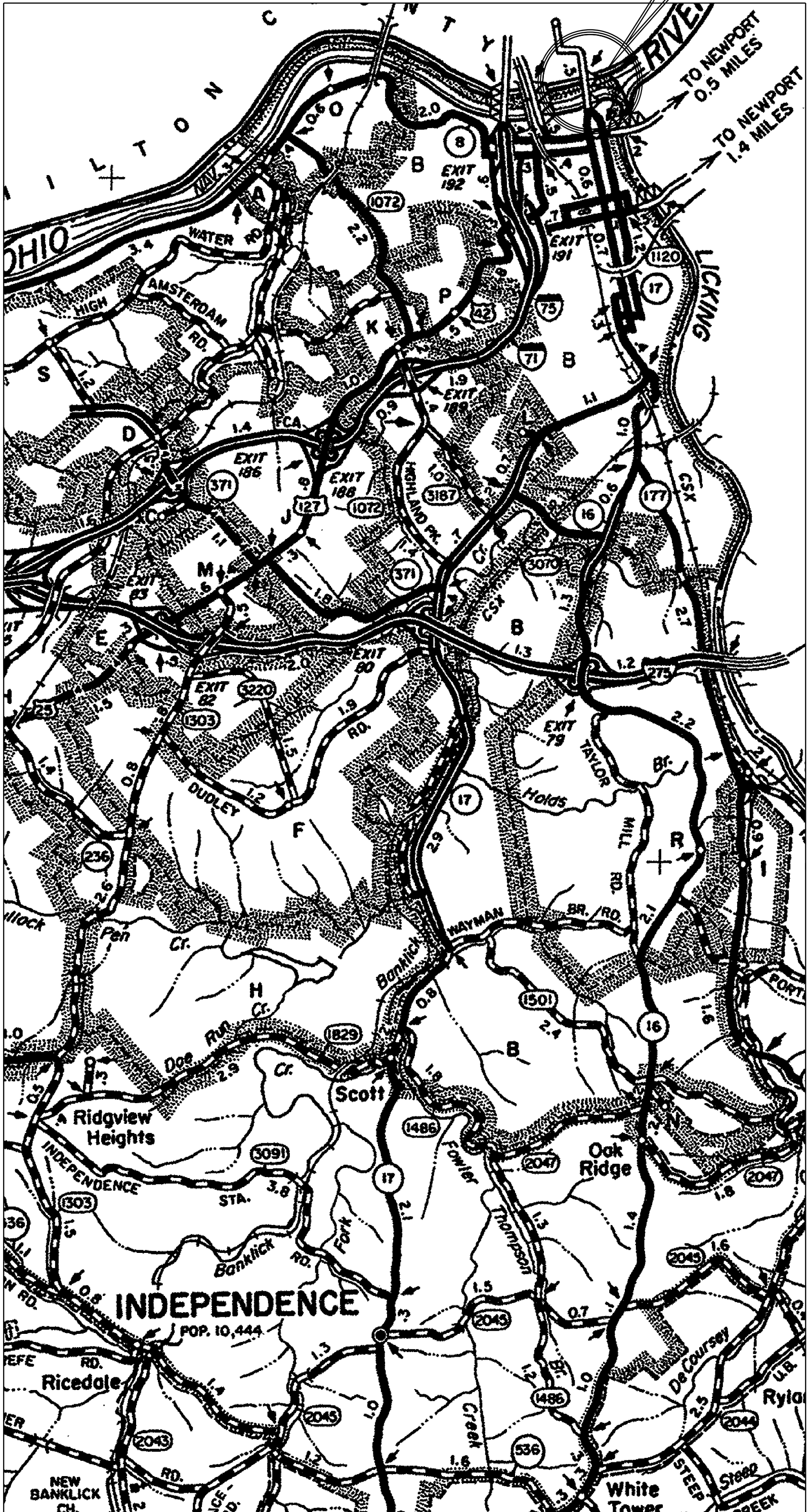
**RAILROADS** are not involved in this project.

## **PROTECTION OF UTILITIES**

THE LOCATION OF UTILITIES PROVIDED IN THE CONTRACT DOCUMENTS HAS BEEN FURNISHED BY THE FACILITY OWNERS AND/OR BY REVIEWING RECORD DRAWINGS. THE INFORMATION MAY NOT BE EXACT OR COMPLETE. IT WILL BE THE ROAD CONTRACTORS RESPONSIBILITY TO LOCATE UTILITIES BEFORE EXCAVATING BY CALLING THE VARIOUS UTILITY OWNERS AND BY EXAMINATING ANY SUPPLIMENTAL INFORMATION PROVIDED BY THE CABINET AND/OR UTILITY OWNER. THE ROAD CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION OF UTILITIES BY HAND DIGGING TO EXPOSE UTILITIES BEFORE HE EXCAVATES IN THE AREA OF A UTILITY. THE COST FOR REPAIR AND ANY OTHER ASSOCIATED COSTS FOR ANY DAMAGE TO UTILITIES CAUSED BY THE ROAD CONTRACTORS OPERATIONS SHALL BE BORNE BY THE ROAD CONTRACTOR.

THE CONTRACTOR IS ADVISED TO CONTACT THE B.U.D. ONE-CALL SYSTEM; HOWEVER, THE CONTRACTOR SHOULD BE AWARE THAT THE OWNERS OF THE UNDERGROUND FACILITIES ARE NOT REQUIRED TO BE MEMBERS OF THE B.U.D. ONE-CALL SYSTEM. IT MAY BE NECESSARY FOR THE CONTRACTOR TO CONTACT THE COUNTY COURT CLERK TO DETERMINE WHAT UTILITY COMPANIES HAVE FACILITIES IN THE PROJECT AREA.

059B00048N



**KENTON COUNTY**

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

### **SPECIFICATIONS REFERENCE**

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

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2008 Edition**  
(Effective with the July 24, 2009 Letting)

<p><b>SUBSECTION: REVISION:</b></p>	<p>101.02 Abbreviations. Insert the following abbreviation and text into the section:  KEPSC     Kentucky Erosion Prevention and Sediment Control</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>101.03 Definitions. Replace the definition for Specifications – <i>Special Provisions</i> with the following:  Additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to and individual project.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.07.01 General. Replace the first sentence with the following:  Submit the Bid Proposal on forms furnished on the Department internet website (<a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a>), including the Bid Packet and disk created from the Expedite Bidding Program.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.07.02 Computer Bidding. Replace the first paragraph with the following:  Subsequent to ordering a Bid Proposal for a specific project, use the Department’s Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (<a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a>). Download the bid file from the Department’s website to prepare a Bid Proposal for submission to the Department. Include the completed Bid Packet produced by the Expedite Bidding Program and submit it along with the disk created by said program.  Replace the second paragraph with the following:  In case of a dispute, the printed Bid Proposal and bid item sheets created by the Expedite Bidding Program take precedence over any bid submittal.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>102.08 IRREGULAR BID PROPOSALS. Replace point four of the first paragraph with the following:  4) fails to submit a disk created from the Expedite Bidding Program.  Replace point one of the second paragraph with the following:  1) when the Bid Proposal is on a form other than that furnished by the Department or printed from other than the Expedite Bidding Program, or when the form is altered or any part is detached; or</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>103.02 AWARD OF CONTRACT. Replace the first sentence of the third paragraph with the following:  The Department will normally award the Contract within 10 working days after the date of receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all bidders for a period not to exceed 60 calendar days for final disposition of award.</p>

**Supplemental Specifications to The Standard Specifications  
 for Road and Bridge Construction, 2008 Edition**  
 (Effective with the July 24, 2009 Letting)

<p><b>SUBSECTION:</b> 105.12 FINAL INSPECTION AND ACCEPTANCE OF WORK.  <b>REVISION:</b> Insert the following paragraphs after the first paragraph:</p>	<p>Notify the Engineer when all electrical items are complete. A notice of the electrical work completion shall be made in writing to the Contractor. Electrical items will be inspected when the electrical work is complete and are not subject to waiting until the project as a whole has been completed. The Engineer will notify the Division of Traffic Operations within 3 days that all electrical items are complete and ready for a final inspection. A final inspection will be completed within 90 days after the Engineer notifies the Division of Traffic Operations of the electrical work completion.</p> <p>Energize all electrical items prior to notifying the Engineer that all electrical items are complete. Electrical items must remain operational until the Division of Traffic Operations has inspected and accepted the electrical portion of the project. Payment for the electrical service is the responsibility of the Contractor from the time the electrical items are energized until the Division of Traffic Operations has accepted the work.</p> <p>Complete all corrective work within 90 calendar days of receiving the original electrical inspection report. Notify the Engineer when all corrective work is complete. The Engineer will notify the Division of Traffic Operations that the corrective work has been completed and the project is ready for a follow-up inspection. Upon re-inspection, if additional corrective work is required, complete within the same 90 calendar day allowance. The Department will not include time between completion of the corrective work and the follow up electrical inspection(s). The 90 calendar day allowance is cumulative regardless of the number of follow-up electrical inspections required.</p> <p>The Department will assume responsibility for the electrical service on a project once the Division of Traffic Operations gives final acceptance of the electrical items on the project. The Department will also assume routine maintenance of those items. Any damage done to accepted electrical work items by other Contractors shall be the responsibility of the Prime Contractor. The Department will not be responsible for repairing damage done by other contractors during the construction of the remaining project.</p> <p>Failure to complete the electrical corrective work within the 90 calendar day allowance will result in penalties assessed to the project. Penalties will be assessed at ½ the rate of liquidated damages established for the contract.</p> <p>Delete the fifth paragraph from the section.</p>
<p><b>SUBSECTION:</b> 105.13 CLAIM RESOLUTION PROCESS.  <b>REVISION:</b> Delete the last paragraph from the section.</p>	
<p><b>SUBSECTION:</b> 106.10 FIELD WELDER CERTIFICATION REQUIREMENTS.  <b>REVISION:</b> Insert the following sentence before the first sentence of the first paragraph:</p>	<p>All field welding must be performed by a certified welder unless otherwise noted.</p>
<p><b>SUBSECTION:</b> 112.03.11 Temporary Pavement Markings.  <b>PART:</b> B) Placement and Removal of Temporary Striping.  <b>REVISION:</b> Replace the 2<sup>nd</sup> sentence of the first paragraph with the following:</p>	<p>On interstates and parkways, and other roadways approved by the State Highway Engineer, install pavement striping that is 6 inches in width.</p>
<p><b>SUBSECTION:</b> 112.03.12 Project Traffic Coordinator (PTC).  <b>REVISION:</b> Add the following at the end of the subsection:</p>	<p>After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.</p>

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2008 Edition**  
(Effective with the July 24, 2009 Letting)

<p><b>SUBSECTION: REVISION:</b></p>	<p>206.03.02 Embankment Replace the last paragraph with the following:</p> <p>When rock roadbed is specified, construct the upper 2 feet of the embankment according to Subsection 204.03.09 A).</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>213.03.03 Inspection and Maintenance. Insert the following paragraph after the second paragraph:</p> <p>When the Contractor is required to obtain the KPDES permit, it is their responsibility to ensure compliance with the inspection and maintenance requirements of the permit. The Engineer will perform verification inspections a minimum of once per month and within 7 days of a ½ inch or greater rainfall event. The Engineer will document these inspections using Form TC 63-61 A. The Engineer will provide copies of the inspection only when improvements to the BMP's are required. Verification inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit. Initiate corrective action within 24 hours of any noted deficiency and complete the work within 5 days.</p>
<p><b>SUBSECTION: PART: REVISION:</b></p>	<p>213.03.05 Temporary Control Measures. F) Temporary Mulch. Replace the last sentence with the following:</p> <p>Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>303.05 PAYMENT. Replace the second paragraph of the section with the following:</p> <p>The Department will make payment for Drainage Blanket-Type II (ATDB) according to the Lot Pay Adjustment Schedule for Specialty Mixtures in Section 402.</p>
<p><b>SUBSECTION: PART: REVISION:</b></p>	<p>401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control. Replace the first sentence with the following:</p> <p>Stop mixing operations immediately if, at any time, a failure of the automatic electronic weighing system of the aggregate feed, asphalt binder feed, or water injection system control occurs.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>401.02.04 Special Requirements for Dryer Drum Plants. Add the following:</p> <p>Part G) <b>Water Injection System.</b> Provided each system has prior approval as specified in Subsection 402.01.01, the Department will allow the use of water injection systems for purposes of foaming the asphalt binder and lowering the mixture temperature for production of Warm Mix Asphalt (WMA). Ensure the equipment for water injection meets the following requirements:</p> <ol style="list-style-type: none"> <li>1) Injection equipment computer controls are automatically coupled to the plants controls (manual operation is not permitted);</li> <li>2) Injection equipment has variable controls that introduce water ratios based on production rates of mixtures;</li> <li>3) Injects water into the flow of asphalt binder prior to contacting the aggregate;</li> <li>4) Provides alarms on the water injection system that operate when the flow of water is interrupted or deviates from the prescribed water rate.</li> </ol>
<p><b>SUBSECTION: REVISION:</b></p>	<p>401.03.01 Preparation of Mixtures. Replace the last sentence of the second paragraph with the following:</p> <p>Do not use asphalt binder while it is foaming in a storage tank.</p>



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<b>SUBSECTION: REVISION:</b>	<p>401.03.01 Preparation of Mixtures. Replace the third paragraph and Mixing and Laying Temperature table with the following:</p> <p>Maintain the temperature of the component materials and asphalt mixture within the ranges listed in the following table:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">MIXING AND LAYING TEMPERATURES (°F)</th> </tr> <tr> <th colspan="2" style="text-align: left;">Material</th> <th style="text-align: center;">Minimum</th> <th style="text-align: center;">Maximum</th> </tr> </thead> <tbody> <tr> <td colspan="2">Aggregates</td> <td style="text-align: center;">240</td> <td style="text-align: center;">330</td> </tr> <tr> <td colspan="2">Aggregates used with Recycled Asphalt Pavement (RAP)</td> <td style="text-align: center;">240</td> <td style="text-align: center;">—</td> </tr> <tr> <td rowspan="2">Asphalt Binders</td> <td>PG 64-22</td> <td style="text-align: center;">230</td> <td style="text-align: center;">330</td> </tr> <tr> <td>PG 76-22</td> <td style="text-align: center;">285</td> <td style="text-align: center;">350</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Plant (Measured in Truck)</td> <td>PG 64-22 HMA</td> <td style="text-align: center;">250</td> <td style="text-align: center;">330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td style="text-align: center;">310</td> <td style="text-align: center;">350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td style="text-align: center;">230</td> <td style="text-align: center;">275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td style="text-align: center;">250</td> <td style="text-align: center;">300</td> </tr> <tr> <td rowspan="4">Asphalt Mixtures at Project (Measured in Truck When Discharging)</td> <td>PG 64-22 HMA</td> <td style="text-align: center;">230</td> <td style="text-align: center;">330</td> </tr> <tr> <td>PG 76-22 HMA</td> <td style="text-align: center;">300</td> <td style="text-align: center;">350</td> </tr> <tr> <td>PG 64-22 WMA</td> <td style="text-align: center;">210</td> <td style="text-align: center;">275</td> </tr> <tr> <td>PG 76-22 WMA</td> <td style="text-align: center;">240</td> <td style="text-align: center;">300</td> </tr> </tbody> </table>	MIXING AND LAYING TEMPERATURES (°F)				Material		Minimum	Maximum	Aggregates		240	330	Aggregates used with Recycled Asphalt Pavement (RAP)		240	—	Asphalt Binders	PG 64-22	230	330	PG 76-22	285	350	Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330	PG 76-22 HMA	310	350	PG 64-22 WMA	230	275	PG 76-22 WMA	250	300	Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330	PG 76-22 HMA	300	350	PG 64-22 WMA	210	275	PG 76-22 WMA	240	300
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<b>SUBSECTION: REVISION:</b>	<p>402.01 Description. Replace the paragraph with the following:</p> <p>Provide the process control and acceptance testing of all classes and types of asphalt mixtures which may be furnished either as hot mix asphalt (HMA) or warm mix asphalt (WMA) produced with water injection systems.</p>																																																	
<b>SUBSECTION REVISION:</b>	<p>402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. Add the following subsection:</p> <p>402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. The Department will evaluate trial production of WMA by use of a water injection system provided the system is installed according to the manufacturer's requirements and satisfies the requirements of Section 401. Evaluation will include production and placement of WMA to demonstrate adequate mixture quality including volumetric properties and density by Option A as specified in Subsection 402.03.02 D). Do not place WMA for evaluation on Department projects. Provided production and placement operations satisfy the applicable quality levels, the Department will approve WMA production on Department projects using the water injection system as installed on the specific asphalt mixing plant evaluated.</p>																																																	
<b>SUBSECTION: REVISION:</b>	<p>402.05.02 Asphalt Mixtures and Mixtures With RAP. Replace Subsection Title as below:</p> <p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.</p>																																																	
<b>SUBSECTION: REVISION:</b>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Replace the paragraph with the following:</p> <p>The Department will pay for the mixture at the Contract unit bid price and apply a Lot Pay Adjustment for each lot placed based on the degree of compliance with the specified tolerances. Using the appropriate Lot Pay Adjustment Schedule, the Department will assign a pay value for the applicable properties within each subplot and average the subplot pay values to determine the pay value for a given property for each lot. The Department will apply the Lot Pay Adjustment for each lot to a defined unit price of \$50.00 per ton. The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>																																																	

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<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. C) Conventional and RAP Mixtures Placed on Shoulders. Replace title with the following:  HMA, WMA, and RAP Mixtures Placed on Shoulders.</p>												
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Replace the title with the following:  HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.</p>												
<p><b>SUBSECTION:</b> <b>PART:</b> <b>TABLES:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="755 766 1112 976"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥ min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td><sup>(1)</sup></td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	<sup>(1)</sup>	> 1.0 below min.
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>TABLES:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="738 1218 1096 1459"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥ min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td><sup>(1)</sup></td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	<sup>(1)</sup>	> 1.0 below min.
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option B Mixtures VMA Replace the VMA table with the following:</p> <table border="1" data-bbox="743 388 1107 640"> <thead> <tr> <th colspan="2">VMA</th> </tr> <tr> <th>Pay Value</th> <th>Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>≥min. VMA</td> </tr> <tr> <td>0.95</td> <td>0.1-0.5 below min.</td> </tr> <tr> <td>0.90</td> <td>0.6-1.0 below min.</td> </tr> <tr> <td><sup>(2)</sup></td> <td>&gt; 1.0 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≥min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	<sup>(2)</sup>	> 1.0 below min.											
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b></p>	<p>403.03.03 Preparation of Mixture. C) Mix Design Criteria. 1) Preliminary Mix Design. Replace the last two sentences of the paragraph and table with the following:</p> <p>Complete the volumetric mix design at the appropriate number of gyrations as given in the table below for the number of 20-year ESAL's. The Department will define the relationship between ESAL classes, as given in the bid items for Superpave mixtures, and 20-year ESAL ranges as follows:</p> <table border="1" data-bbox="565 966 1274 1123"> <thead> <tr> <th rowspan="2">Class</th> <th rowspan="2">ESAL's (millions)</th> <th colspan="3">Number of Gyration</th> </tr> <tr> <th><math>N_{initial}</math></th> <th><math>N_{design}</math></th> <th><math>N_{max}</math></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>&lt; 3.0</td> <td>6</td> <td>50</td> <td>75</td> </tr> <tr> <td>3</td> <td>3.0 to &lt; 30.0</td> <td>7</td> <td>75</td> <td>115</td> </tr> <tr> <td>4</td> <td>≥ 30.0</td> <td>8</td> <td>100</td> <td>160</td> </tr> </tbody> </table>	Class	ESAL's (millions)	Number of Gyration			$N_{initial}$	$N_{design}$	$N_{max}$	2	< 3.0	6	50	75	3	3.0 to < 30.0	7	75	115	4	≥ 30.0	8	100	160
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<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. A) Leveling and Wedging. Replace the first sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>403.03.09 Leveling and Wedging, and Scratch Course. B) Scratch Course. Replace the second sentence of the first paragraph with the following:</p> <p>Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.</p>																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>407.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:</p> <p>Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.</p>																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>409.01 DESCRIPTION. Replace the first sentence of the paragraph with the following:</p> <p>Use reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) provided mixture requirements are satisfied.</p>																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>410.01 DESCRIPTION. Delete the second sentence of the paragraph.</p>																							

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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>410.03.01 Corrective Work. Replace the last sentence of the paragraph with the following:  Provide a final surface comparable to the adjacent pavement that does not require corrective work in respect to texture, appearance, and skid resistance.</p>														
<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b></p>	<p>410.03.02 Ride Quality. B) Requirements. 1) Category A. Replace the last sentence of the first paragraph with the following:  At the Department's discretion, a pay deduction of \$1200 per 0.1-lane-mile section may be applied in lieu of corrective work.</p>														
<p><b>SUBSECTION:</b> <b>PART:</b> <b>NUMBER:</b> <b>REVISION:</b></p>	<p>410.03.02 Ride Quality. B) Requirements. 2) Category B. Replace the second and third sentence of the first paragraph with the following:  When the IRI is greater than 90 for a 0.1-mile section, perform corrective work, or remove and replace the pavement to achieve the specified IRI. At the Department's discretion, a pay deduction of \$750 per 0.1-lane-mile section may be applied in lieu of corrective work.</p>														
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>410.05 PAYMENT. Add the following sentence to the end of the first paragraph:  The sum of the pay value adjustments for ride quality shall not exceed \$0 for the project as a whole.</p>														
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>413.05.02 CL3 SMA BASE 1.00D PG76-22. Insert the following sentence between the first and second sentence of the first paragraph:  The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>														
<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>413.05.02 CL3 SMA BASE 1.00D PG 76-22. JOINT DENSITY TABLE Replace the joint density table with the following:</p> <table border="1" data-bbox="695 1350 1141 1614"> <thead> <tr> <th colspan="2">LANE DENSITY</th> </tr> <tr> <th>Pay Value</th> <th>Test Result (%)</th> </tr> </thead> <tbody> <tr> <td>1.05</td> <td>95.0-96.5</td> </tr> <tr> <td>1.00</td> <td>93.0-94.9</td> </tr> <tr> <td>0.95</td> <td>92.0-92.9 or 96.6-97.0</td> </tr> <tr> <td>0.90</td> <td>91.0-91.9 or 97.1-97.5</td> </tr> <tr> <td>(1)</td> <td>&lt; 91.0 or &gt; 97.5</td> </tr> </tbody> </table>	LANE DENSITY		Pay Value	Test Result (%)	1.05	95.0-96.5	1.00	93.0-94.9	0.95	92.0-92.9 or 96.6-97.0	0.90	91.0-91.9 or 97.1-97.5	(1)	< 91.0 or > 97.5
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. Insert the following sentence between the first and second sentence of the first paragraph:  The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.</p>														

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<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b></p>	<p>413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. JOINT DENSITY TABLE Replace the joint density table with the following:</p> <table border="1" data-bbox="576 388 1258 703" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3" style="text-align: center;">DENSITY</th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Lane Density Test Result (%)</th> <th style="text-align: center;">Joint Density Test Result (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.05</td> <td style="text-align: center;">95.0-96.5</td> <td style="text-align: center;">92.0-96.0</td> </tr> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">93.0-94.9</td> <td style="text-align: center;">90.0-91.9</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">92.0-92.9 or 96.6-97.0</td> <td style="text-align: center;">89.0-89.9 or 96.1-96.5</td> </tr> <tr> <td style="text-align: center;">0.90</td> <td style="text-align: center;">91.0-91.9 or 97.1-97.5</td> <td style="text-align: center;">88.0-88.9 or 96.6-97.0</td> </tr> <tr> <td style="text-align: center;">0.75</td> <td style="text-align: center;">----</td> <td style="text-align: center;">&lt; 88.0 or &gt; 97.0</td> </tr> <tr> <td style="text-align: center;"><i>(1)</i></td> <td style="text-align: center;">&lt; 91.0 or &gt; 97.5</td> <td style="text-align: center;">----</td> </tr> </tbody> </table>	DENSITY			Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	1.05	95.0-96.5	92.0-96.0	1.00	93.0-94.9	90.0-91.9	0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	0.75	----	< 88.0 or > 97.0	<i>(1)</i>	< 91.0 or > 97.5	----
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>501.05.02 Ride Quality. Add the following sentence to the end of the first paragraph:  The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.03.04 Detectable Warnings. Replace the first sentence with the following:  Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.04.04 Detectable Warnings. Replace the paragraph with the following:  The Department will measure the quantity in square feet. All retrofit applications for maintenance projects will require the removal of existing sidewalks to meet the requirements of the standard drawings applicable to the project. The cost associated with the removal of the existing sidewalk will be incidental to the detectable warnings bid item or incidental to the bid item for the construction of the concrete sidewalk unless otherwise noted.</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>505.05 PAYMENT. Add the following to the bid item table:</p> <table border="1" data-bbox="381 1375 1445 1428" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Pay Item</u></th> <th style="text-align: left;"><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>23158ES505</td> <td>Detectable Warnings</td> <td>Square Foot</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23158ES505	Detectable Warnings	Square Foot																		
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>509.01 DESCRIPTION. Replace the second paragraph with the following:  The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)</p>																								
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>601.03.02 Concrete Producer Responsibilities. Add the following to the first paragraph:  If a concrete plant becomes unqualified during a project and there are no other qualified plants in the region, the Department will provide qualified personnel to witness and ensure the producer follows the required specifications. The Department will assess the Contractor a \$100 per hour charge for this service.</p>																								

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<p><b>SUBSECTION: REVISION:</b></p>	<p>606.02.11 Coarse Aggregate. Replace with the following:  Conform to Section 805, size No. 8 or 9-M.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>609.04.06 Joint Sealing. Replace Subsection 601.04 with the following:  Subsection 606.04.08.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>609.05 Payment. Replace the Pay Unit for Joint Sealing with the following:  See Subsection 606.05.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>701.03.06 Initial Backfill. Replace the first sentence of the last paragraph with the following:  When the Contract specifies, perform quality control testing to verify compaction according to KM 64-512.</p>
<p><b>SUBSECTION: REVISION:</b></p>	<p>701.03.08 Testing of Pipe. Replace and rename the subsection with the following:</p> <p style="padding-left: 40px;"><b>701.03.08 Inspection of Pipe.</b> The engineer will visually inspect all pipe. The Department will require camera/video inspection on a minimum of 50 percent of the linear feet of all installed pipe structures. Conduct camera/video inspection according to KM 64-114. The pipe to be installed under pavement will be selected first. If the total linear feet of pipe under pavement is less than 50 percent of the linear feet of all pipe installed, the Engineer will randomly select installations from the remaining pipe structures on the project to provide for the minimum inspection requirement. The pipe will be selected in complete runs (junction-junction or headwall-headwall) until the total linear feet of pipe to be inspected is at least 50 percent of the total linear feet of all installed pipe on the project.</p> <p style="padding-left: 40px;">Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible.</p> <p style="padding-left: 40px;">Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114.</p> <p style="padding-left: 40px;">Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Engineer addressing the severity of the deflection, structural integrity, environmental conditions, design service life, and an evaluation of the factor of safety using Section 12, "Buried Structures and Tunnel Liners," of the AASHTO LRFD Bridge Design Specifications. Based on the evaluation, the Department may allow the pipe to remain in place at a reduced unit price as shown in the table below. Provide 5 business days for the Department to review the evaluation. When the pipe shows deflection of 10 percent or greater, remove and replace the pipe. When the camera/video or laser inspection results are called into question, the Department may require direct measurements or mandrel testing.</p> <p style="padding-left: 40px;">The Cabinet may elect to conduct Quality Assurance verifications of any pipe inspections.</p>

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<b>SUBSECTION: REVISION:</b>	<p>701.04.07 Testing. Replace and rename the subsection with the following:</p> <p align="center"><b>701.04.07 Pipeline Video Inspection.</b> The Department will measure the quantity in linear feet along the pipe invert of the structure inspected. When inspection above the specified 50 percent is performed due to a disagreement or suspicion of additional distresses and the Department is found in error, the Department will measure the quantity as Extra Work according to Subsection 104.03. However, if additional distresses or non-conformance is found, the Department will not measure the additional inspection for payment.</p>												
<b>SUBSECTION: REVISION:</b>	<p>701.05 PAYMENT. Add the following pay item to the list of pay items:</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>Code</u></td> <td style="text-align: center;"><u>Pay Item</u></td> <td style="text-align: right;"><u>Pay Unit</u></td> </tr> <tr> <td>23131ER701</td> <td>Pipeline Video Inspection</td> <td>Linear Foot</td> </tr> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23131ER701	Pipeline Video Inspection	Linear Foot						
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23131ER701	Pipeline Video Inspection	Linear Foot											
<b>SUBSECTION: TABLE: REVISION:</b>	<p>701.05 PAYMENT PIPE DEFLECTION DETERMINED BY CAMERA TESTING Replace this table with the following table and note:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">PIPE DEFLECTION</th> </tr> <tr> <th style="text-align: center;">Amount of Deflection (%)</th> <th style="text-align: center;">Payment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0.0 to 5.0</td> <td style="text-align: center;">100% of the Unit Bid Price</td> </tr> <tr> <td style="text-align: center;">5.1 to 9.9</td> <td style="text-align: center;">50% of the Unit Bid Price <sup>(1)</sup></td> </tr> <tr> <td style="text-align: center;">10 or greater</td> <td style="text-align: center;">Remove and Replace</td> </tr> </tbody> </table> <p><sup>(1)</sup> Provide Structural Analysis as indicated above. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price.</p>	PIPE DEFLECTION		Amount of Deflection (%)	Payment	0.0 to 5.0	100% of the Unit Bid Price	5.1 to 9.9	50% of the Unit Bid Price <sup>(1)</sup>	10 or greater	Remove and Replace		
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<b>SUBSECTION: TABLE: REVISION:</b>	<p>701.05 PAYMENT PIPE DEFLECTION DETERMINED BY MANDREL TESTING Delete this table.</p>												
<b>SUBSECTION: REVISION:</b>	<p>713.02.01 Paint. Replace with the following:</p> <p>Conform to Section 842 and Section 846.</p>												
<b>SUBSECTION: REVISION:</b>	<p>713.03 CONSTRUCTION. Replace the first sentence of the second paragraph with the following:</p> <p>On interstates and parkways, and other routes approved by the State Highway Engineer, install pavement striping that is 6 inches in width.</p>												
<b>SUBSECTION: REVISION:</b>	<p>713.03.03 Paint Application. Replace the second paragraph with the following table:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Material</th> <th style="text-align: center;">Paint Application Rate</th> <th style="text-align: center;">Glass Beads Application Rate</th> </tr> </thead> <tbody> <tr> <td>4 inch waterborne paint</td> <td style="text-align: center;">Min. of 16.5 gallons/mile</td> <td style="text-align: center;">Min. of 6 pounds/gallon</td> </tr> <tr> <td>6 inch waterborne paint</td> <td style="text-align: center;">Min. of 24.8 gallons/mile</td> <td style="text-align: center;">Min. of 6 pounds/gallon</td> </tr> <tr> <td>6 inch durable waterborne paint</td> <td style="text-align: center;">Min. of 36 gallons/mile</td> <td style="text-align: center;">Min. of 6 pounds/gallon</td> </tr> </tbody> </table>	Material	Paint Application Rate	Glass Beads Application Rate	4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon	6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon	6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon
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<b>SUBSECTION: REVISION:</b>	713.03.04 Marking Removal. Replace the last sentence of the paragraph with the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.									
<b>SUBSECTION: REVISION:</b>	713.05 PAYMENT. Insert the following codes and pay items below the Pavement Striping – Permanent Paint:  <table border="0"> <thead> <tr> <th><u>Code</u></th> <th><u>Pay Item</u></th> <th><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>23159EN</td> <td>Durable Waterborne Marking – 6 IN W</td> <td>Linear Foot</td> </tr> <tr> <td>23160EN</td> <td>Durable Waterborne Marking – 6 IN Y</td> <td>Linear Foot</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot	23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot
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23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot								
<b>SUBSECTION: REVISION:</b>	714.03 CONSTRUCTION. Insert the following paragraph at the end of the third paragraph:  Use Type I Tape for markings on bridge decks, JPC pavement and JPC intersections. Thermoplastic should only be used for markings on asphalt pavement									
<b>SUBSECTION: REVISION:</b>	714.03.07 Marking Removal. Replace the third sentence of the paragraph with the following:  Vacuum all marking material and removal debris concurrently with the marking removal operation.									
<b>SUBSECTION: REVISION:</b>	716.01 DESCRIPTION. Insert the following after the first sentence:  Energize lighting as soon as it is fully functional and ready for inspection. Ensure that lighting remains operational until the Division of Traffic Operations has provided written acceptance of the electrical work.									
<b>SUBSECTION: REVISION:</b>	716.02.01 Roadway Lighting Materials. Replace the third sentence of the paragraph with the following:  Submit for material approval an electronic file of descriptive literature, drawings, and any requested design data.									
<b>SECTION: REVISION:</b>	717 – THERMOPLASTIC INTERSECTION MARKINGS. Replace the section name with the following:  INTERSECTION MARKINGS.									
<b>SUBSECTION: REVISION:</b>	717.01 DESCRIPTION: Replace the paragraph with the following:  Furnish and install thermoplastic or Type I tape intersection markings (Stop Bars, Crosswalks, Turn Arrows, etc.) Thermoplastic markings may be installed by either a machine applied, screed extrusion process or by applying preformed thermoplastic intersection marking material.									
<b>SUBSECTION: REVISION:</b>	717.02 MATERIALS AND EQUIPMENT. Insert the following subsection:  717.02.06 Type I Tape. Conform to Section 836.									
<b>SUBSECTION: REVISION:</b>	717.03.03 Application. Insert the following part to the subsection:  B) Type I Tape Intersection Markings. Apply according to the manufacturer's recommendations. Cut all tape at pavement joints when applied to concrete surfaces.									



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<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>717.03.05 Proving Period. A) Requirements. Insert the following to this section:</p> <p>2) Type I Tape. During the proving period, ensure that the pavement marking material shows no signs of failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, drippings, chipping, spalling, poor adhesion to the pavement, loss of retroreflectivity, vehicular damage, and normal wear. Type I Tape is manufactured off site and warranted by the manufacturer to meet certain retroreflective requirements. As long as the material is adequately bonded to the surface and shows no signs of failure due to the other items listed in Subsection 714.03.06 A) 1), retroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>717.03.06 Marking Removal. Replace the third sentence of the paragraph with the following:</p> <p>Vacuum all marking material and removal debris concurrently with the marking removal operation.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>717.05 PAYMENT. Insert the following bid item codes:</p> <table border="0" data-bbox="386 798 1453 1186"> <thead> <tr> <th><u>Code</u></th> <th><u>Pay Unit</u></th> <th><u>Pay Item</u></th> </tr> </thead> <tbody> <tr> <td>06563</td> <td>Pave Marking – R/R X Bucks 16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>20782NS714</td> <td>Pave Marking Thermo – Bike</td> <td>Each</td> </tr> <tr> <td>23251ES717, 23264ES717</td> <td>Pave Mark TY I Tape X-Walk, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23252ES717, 23265ES717</td> <td>Pave Mark TY I Tape Stop Bar, Size</td> <td>Linear Foot</td> </tr> <tr> <td>23253ES717</td> <td>Pave Mark TY I Tape Cross Hatch</td> <td>Square Foot</td> </tr> <tr> <td>23254ES717</td> <td>Pave Mark TY I Tape Dotted Lane Extension</td> <td>Linear Foot</td> </tr> <tr> <td>23255ES717</td> <td>Pave Mark TY I Tape Arrow, Type</td> <td>Each</td> </tr> <tr> <td>23268ES717-23270ES717</td> <td></td> <td></td> </tr> <tr> <td>23256ES717</td> <td>Pave Mark TY I Tape- ONLY</td> <td>Each</td> </tr> <tr> <td>23257ES717</td> <td>Pave Mark TY I Tape- SCHOOL</td> <td>Each</td> </tr> <tr> <td>23266ES717</td> <td>Pave Mark TY 1 Tape R/R X Bucks-16 IN</td> <td>Linear Foot</td> </tr> <tr> <td>23267ES717</td> <td>Pave Mark TY 1 Tape-Bike</td> <td>Each</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Unit</u>	<u>Pay Item</u>	06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot	20782NS714	Pave Marking Thermo – Bike	Each	23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot	23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot	23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot	23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot	23255ES717	Pave Mark TY I Tape Arrow, Type	Each	23268ES717-23270ES717			23256ES717	Pave Mark TY I Tape- ONLY	Each	23257ES717	Pave Mark TY I Tape- SCHOOL	Each	23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot	23267ES717	Pave Mark TY 1 Tape-Bike	Each
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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>805.01 GENERAL. Replace the second paragraph with the following:</p> <p>The Department’s List of Approved Materials includes the Aggregate Source List, the list of Class A and Class B Polish-Resistant Aggregate Sources, and the Concrete Restriction List.</p>																																							
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>805.04 CONCRETE. Replace the “AASHTO T 160” reference in first sentence of the third paragraph with “KM 64-629”</p>																																							
<p><b>SUBSECTION:</b> <b>TABLE:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE. AGGREGATE SIZE USE Cement Concrete Structures and Incidental Construction Replace “9-M for Waterproofing Overlays” with “8 or 9-M for Waterproofing Overlays”</p>																																							

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**SUBSECTION:** 805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.  
**REVISION:** Replace the "SIZES OF COARSE AGGREGATES" table in with the following:

Aggregate Size		AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT																
		Sieve	4 inch	3 1/2 inch	3 inch	2 1/2 inch	2 inch	1 1/2 inch	1 inch	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 100	No. 200
	Nominal <sup>(3)</sup> Maximum Aggregate Size																	
1	3 1/2 inch	100	90-100		25-60		0-15		0-5									
2	2 1/2 inch			100	90-100	35-70	0-15		0-5									
23	2 inch			100		40-90		0-15		0-5								
3	2 inch				100	90-100	35-70	0-15		0-5								
357	2 inch				100	95-100		35-70		10-30			0-5					
4	1 1/2 inch					100	90-100	20-55	0-15		0-5							
467	1 1/2 inch					100	95-100	35-70		10-30		0-5						
5	1 inch						100	90-100	20-55	0-10	0-5							
57	1 inch						100	95-100		25-60		0-10	0-5					
610	1 inch						100	85-100		40-75		15-40						
67	3/4 inch							100	90-100		20-55	0-10	0-5					
68	3/4 inch							100	90-100		30-65	5-25	0-10	0-5				
710	3/4 inch							100	80-100		30-75	0-30						
78	1/2 inch								100	90-100	40-75	5-25	0-10	0-5				
8	3/8 inch									100	85-100	10-30	0-10	0-5				
9-M	3/8 inch										100	75-100	0-25	0-5				
10 <sup>(2)</sup>	No. 4										100	85-100			10-30			
11 <sup>(2)</sup>	No. 4										100	40-90	10-40			0-5		
DENSE GRADED AGGREGATE <sup>(1)</sup>	3/4 inch							100	70-100		50-80	30-65			10-40		4-13	
CRUSHED STONE BASE <sup>(1)</sup>	1 1/2 inch				100				60-95		30-70	15-55			5-20		0-8	

<sup>(1)</sup> Gradation performed by wet sieve KM 64-620 or AASHTO T 11/T 27.

<sup>(2)</sup> Sizes shown for convenience and are not to be considered as coarse aggregates.

<sup>(3)</sup> Nominal Maximum Size is the largest sieve on the gradation table for an aggregate size on which any material may be retained.

Note: The Department will allow blending of same source/same type aggregate when precise procedures are used such as cold feed, belt, or equivalent and combining of sizes or types of aggregate using the weigh hopper at concrete plants or controlled feed belts at the pugmill to obtain designated sizes.

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<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>805.16 SAMPLING AND TESTING. Replace the "AASHTO T 160" method with the "KM 64-629" method for the Concrete Beam Expansion Test.  Replace the "ASTM D 3042" method with the "KM 64-625" method for Insoluble Residue.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>810.04.01 Coating Requirements. Replace the "Subsection 806.07" references with "Subsection 806.06"</p>						
<p><b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b></p>	<p>810.06.01 Polyvinyl Chloride (PVC) Pipe. B) Culvert and Entrance Pipe. Replace the title with the following:  B) Culvert Pipe, Storm Sewer, and Entrance Pipe.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>837.03 APPROVAL. Replace the last sentence with the following:  The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.</p>						
<p><b>SUBSECTION:</b> <b>REVISION:</b></p>	<p>837.03.01 Composition. COMPOSITION Table: Replace  <table border="1" data-bbox="389 903 1291 945"> <tr> <td>Lead Chromate</td> <td>0.0 max.</td> <td>4.0 min.</td> </tr> </table> with  <table border="1" data-bbox="389 955 1291 997"> <tr> <td>Heavy Metals Content</td> <td colspan="2">Comply with 40 CFR 261</td> </tr> </table> </p>	Lead Chromate	0.0 max.	4.0 min.	Heavy Metals Content	Comply with 40 CFR 261	
Lead Chromate	0.0 max.	4.0 min.					
Heavy Metals Content	Comply with 40 CFR 261						
<p><b>SECTION:</b> <b>REVISION:</b></p>	<p>DIVISION 800 MATERIAL DETAILS Add the following section in Division 800  <b>SECTION 846 – DURABLE WATERBORNE PAINT</b>  <b>846.01 DESCRIPTION.</b> This section covers quick-drying durable waterborne pavement striping paint for permanent applications. The paint shall be ready-mixed, one-component, 100% acrylic waterborne striping paint suitable for application on such traffic-bearing surfaces as Portland cement concrete, bituminous cement concrete, asphalt, tar, and previously painted areas of these surfaces.  <b>846.02 Approval.</b> Select materials that conform to the composition requirements below. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content. Submit initial samples for approval before beginning striping operations. The initial sample may be sent from the manufacture of the paint. The Department will randomly sample and evaluate the paint each week that the striping operations are in progress.  The non-volatile portion of the vehicle shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.</p>						

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PAINT COMPOSITION		
Property and Test Method	Yellow	White
Daytime Color (CIELAB) Spectrophotometer using illuminant D65 at 45° illumination and 0° viewing with a 2° observer	L* 81.76 a* 19.79 b* 89.89 Maximum allowable variation 2.0ΔE*	L* 93.51 a* -1.01 b* 0.70 Maximum allowable variation 2.0ΔE*
Nighttime Color (CIELAB) Spectrophotometer using illuminant A at 45° illumination and 0° viewing with a 2° observer	L* 86.90 a* 24.80 b* 95.45 Maximum allowable variation 2.0ΔE*	L* 93.45 a* -0.79 b* 0.43 Maximum allowable variation 2.0ΔE*
Heavy Metals Content	Comply with 40 CFR 261	Comply with 40 CFR 261
Titanium Dioxide ASTM D 4764	NA	10% by weight of pigment min.
VOC ASTM D 2369 and D 4017	1.25 lb/gal max.	1.25 lb/gal max.
Contrast Ratio (at 15 mils wft)	0.97	0.99

**846.02.01 Manufacturers Certification.** Provide a certification of analysis for each lot of traffic paint produced stating conformance to the requirements of this section. Report the formulation identification, traffic paint trade name, color, date of manufacturer, total quantity of lot produced, actual quantity of traffic paint represented, sampling method utilized to obtain the samples, and data for each sample tested to represent each lot produced.

**846.03 ACCEPTANCE PROCEDURES FOR NON-SPECIFICATION DURABLE WATERBORNE PAVEMENT STRIPING PAINT.** When non-specification paint is inadvertently incorporated into the work the Department will accept the material with a reduction in pay. The percentage deduction is cumulative based on its compositional properties, but will not exceed 60 percent. The Department will calculate the payment reduction on the unit bid price for the routes where the non-specification paint was used.

DURABLE WATERBORNE PAVEMENT STRIPING PAINT REDUCTION SCHEDULE						
Non-conforming Property	Resin	Color	Contrast	TiO <sub>2</sub>	VOC	Heavy Metals Content
Reduction Rate	60%	10%	10%	10%	60%	60%

## **PART III**

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

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

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XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-----	8
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**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

#### 1. General:

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



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

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

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

## 2. Classification:

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

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

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

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

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

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

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

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

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

## 3. Payment of Fringe Benefits:

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

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

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

### a. Apprentices:

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

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

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

**6. Withholding:**

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

**7. Overtime Requirements:**

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

**8. Violation:**

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

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

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

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

## V. STATEMENTS AND PAYROLLS

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

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

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

### 2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

## VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**2. Instructions for Certification - Lower Tier Covered Transactions:**

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92



## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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



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

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**LABORERS:**

Pendleton County:

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

**BASE RATE**..... 19.86  
**FRINGE BENEFITS**..... 9.55

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

**BASE RATE**..... 20.11  
**FRINGE BENEFITS**..... 9.55

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

**BASE RATE**..... 20.16  
**FRINGE BENEFITS**..... 9.55

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

**BASE RATE**..... 20.76  
**FRINGE BENEFITS**..... 9.55

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

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**LABORERS:** (continued)

Boone, Campbell and Kenton Counties:

Group 1

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

**BASE RATE** ..... 25.27  
**FRINGE BENEFITS** ..... 7.50

GROUP 2

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

**BASE RATE** ..... 25.44  
**FRINGE BENEFITS** ..... 7.50

GROUP 3

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

**BASE RATE** ..... 25.77  
**FRINGE BENEFITS** ..... 7.50

GROUP 4

Miner, Tunnel Laborer (with air-pressurized add \$1.00 to Base Rate) and Gunnite Nozzle Person.

**BASE RATE** ..... 26.22  
**FRINGE BENEFITS** ..... 7.50

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

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

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

Euclid Wagon, End Dump, Low-Boy, Heavy Duty Equipment, Tractor-Trailer Combination & Drag.  
**BASE RATE** ..... 16.29  
**FRINGE BENEFITS** ..... 4.60

**OPERATING ENGINEERS:**

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

**BASE RATE** ..... 29.49  
**FRINGE BENEFITS** ..... 11.16

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

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**OPERATING ENGINEERS:** (continued)

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

**BASE RATE** ..... 29.37  
**FRINGE BENEFITS** ..... 11.16

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

**BASE RATE** ..... 28.33  
**FRINGE BENEFITS** ..... 11.16

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

**BASE RATE** ..... 27.15  
**FRINGE BENEFITS** ..... 11.16

**OPERATING ENGINEERS:** (continued)

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

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

**BASE RATE** ..... 21.69  
**FRINGE BENEFITS**..... 11.16

Master Mechanic and Boom from 150 to 180.

**BASE RATE**..... 29.74  
**FRINGE BENEFITS**..... 11.16

Boom from 180 and over.

**BASE RATE**..... 29.99  
**FRINGE BENEFITS**..... 11.16

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

These rates are listed pursuant to Kentucky Determination No. CR-06-IV HWY dated July 10, 2007 and/or Federal Decision No. KY20080028 dated February 8, 2008, modification #0 dated February 8, 2008, modification #1 dated March 7, 2008, modification #2 dated May 2, 2008, modification #3 dated June 6, 2008, modification #4 dated July 4, 2008, modification #5 dated August 15, 2008, modification #6 dated September 5, 2008, modification #7 dated October, 3, 2008, modification #8 dated November 7, 2008, modification #9 dated December 5, 2008, modification #10 dated January 2, 2009, modification #11 dated February 6, 2009, modification #12 dated May 1, 2009, modification #13 dated June 5, 2009 and modification #14 dated July 3, 2009.

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

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

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

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

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

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**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

Wage violations or questions should be directed to the designated Engineer or the undersigned.

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



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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
11.0%	6.9%

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

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

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

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

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

**PART IV**  
**INSURANCE**

## INSURANCE

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

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

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

CONTRACT ID: 092959  
 COUNTY: KENTON  
 PROPOSAL: STP 8198 (003)

PAGE: 1  
 LETTING: 08/21/09  
 CALL NO: 100

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION 0001 BRIDGES						
0010	02650	MAINTAIN & CONTROL TRAFFIC	( 1.00)	LS		
0020	08434	CLEAN & PAINT STRUCTURAL STEEL	( 1.00)	LS		
SECTION 0002 DEMOB						
0030	02568	MOBILIZATION		LUMP		
0040	02569	DEMOBILIZATION		LUMP		
		TOTAL BID				